



കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

(A Government owned scheduled bank sponsored by Canara Bank)



Kerala's own Bank
കേരളത്തിന്റെ സ്വന്തം ബാങ്ക്

(HEAD OFFICE::MALAPPURAM)

**RFP FOR SUPPLY OF UIDAI CERTIFIED MANPOWER FOR
AADHAAR SEVA KENDRAS (ASKs)**

Issued By:

**Kerala Gramin Bank
Financial Inclusion Cell
Head Office,
Malappuram**

BID DETAILS IN BRIEF

Sl. No.	Description	Details
1.	RFP No. and date	RFP No. KGB/FIC/RFP/01/2021 dated 18.08.2021
2.	Brief Description of the RFP	Supply of UIDAI certified manpower for Aadhaar Seva Kendras (ASKs).
3.	Bank's Address for Communication and Submission of Tender	The General Manager, Kerala Gramin Bank, Head Office, FI Cell, A.K. Road, Malappuram-676505
4.	Date of Issue	18.08.2021
5.	Last Date of Submission of Queries for pre bid Meeting	25.08.2021, 3.00 PM
6.	Date of Pre Bid Meeting	26.08.2021, 3.00 PM ONLINE
7.	Date of publication of Response to pre bid meeting queries	27.08.2021
8.	Last Date of Submission of Bids	01.09.2021, 3.00 PM ONLINE
9.	Date and time of Opening of Part A- Technical Bid.	Will be intimated on a later date.
10.	Date and time of Opening of Part-B- Commercial Bid (Indicative Price Bid)	Will be intimated on a later date.
11.	Date and time of online Reverse Auction	Will be intimated on a later date.
12.	Application Fees (Not Refundable)	Nil (Based on self-declaration)
13.	Earnest Money Deposit	Nil (Based on self-declaration)
14.	Performance Bank Guarantee/Security Deposit	Rs 5,000/- per allotted ASK
<p>This document can be downloaded from Bank's website www.keralagraminbank.com /tenders</p>		

DISCLAIMER

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

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

Kerala Gramin Bank in its absolute discretion, but without being under any obligation to update, amend or supplement the information in this RFP. Kerala Gramin Bank reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Kerala Gramin Bank shall be final, conclusive and binding on all the parties.

CONTENTS

Sl. No.	SUBJECT
I	About The RFP
1	Instructions to Bidder- Standard
1.1	Definitions
1.2	Introduction
1.3	Eligibility Criteria
1.4	Bid Validity
1.5	Tenor of Contract
1.6	Scope of Work
1.7	Clarification to RFP and pre-bid queries
1.8	Pre BID meeting
1.9	Taxes & Duties
1.10	Goods & Service Taxes(GST) & Its Compliance
1.11	Performance Guarantee
1.12	Documentation
1.13	Cost and Currency
1.14	Erasures or Alternations
1.15	Assumptions/ Presumptions/ Modifications
2.	BID SYSTEM OFFER
2.1	Two Part
2.2	Preparation of Bids
2.3	Part-A- Technical Proposal
2.4	Part B-Commercial Bid(indicative)
2.5	Submission of Documents
2.6	Part-A- Technical Proposal
2.7	Part B-Commercial Bid
2.8	Officials for Bid related queries
3.	SELECTION OF BIDDER
3.1	Preliminary Scrutiny
3.2	Clarification of Offers
3.3	Evolution of Bid
3.4	Bidder presentation/Site Visit/Product demonstration/POC
3.5	Normalization of Bids
3.6	Intimation to Qualified/Successful Bidders
3.7	Correction of Error in Commercial Bid
3.8	Determination of L1 Bidder
4	PROPOSAL FORMAT
5	TECHNICAL BID
6	AMENDMENT OF BIDDING DOCUMENT

7		OVERVIEW OF EVALUATION PROCESS
	7.1	Submission of bids
	7.2	Validity of bids
	7.3	Technical and Commercial Bid
	7.4	Opening of Bids and selection of Service Provider
	7.5	Evaluation Methodology
8		BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
9		RE-AUCTION/S RULES
10		COMMERCIAL BID (INDICATIVE):
	10.1	GENERAL
11		ORGANIZATION OF BID
12		AWARDING OF CONTRACT
13		INTELLECTUAL PROPERTY RIGHTS
14		REPRESENTATIONS AND WARRANTIES
15		COMPLIANCE WITH LAWS
16		CANCELLATION OF THE ORDER AND TERMINATION OF CONTRACT
17		TERMINATION
18		INDEMNITY
19		INSPECTION OF RECORDS
20		ASSIGNMENT
21		PUBLICITY
22		CONFIDENTIALITY AND NON-DISCLOSURE
23		CORRUPT AND FRAUDULENT PRACTICES
24		MODIFICATION/CANCELLATION OF RFP
25		HUMAN RESOURCE REQUIREMENT
26		LEGAL DISPUTES AND JURISDICTION OF THE COURT
27		SERVICE AGREEMENT AND PENALTIES
28		TIME SCHEDULE
29		PERIOD OF CONTRACT
30		REVIEW OF SERVICES
31		PAYMENT TERMS
32		FORCE MAJEURE
33		COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS
34		SOCIAL MEDIA POLICY
35		TERMS AND CONDITIONS FOR THE PROPOSAL
36		BY SUBMITTING A SIGNED BID, THE BIDDER CERTIFIES THAT
37		LIABILITIES OF THE BANK

38		PROPOSAL FORMAT
39		OWNERSHIP

APPENDIX & ANNEXURES

APPENDIX		
I		Tentative list of Locations to be covered by the Service Provider in Kerala
II		Scope of Work
III		Service Levels (Illustrative)
IV		Roles and Responsibilities
ANNEXURES		
I		Bid covering letter (illustrative)
II		Technical evaluation/compliance
III		Financial position of the bidder
IV		Statement of tie-ups/ agreements entered for the project
V		Bidder's undertaking letter
VI		Compliance statement
VII		Authorization letter format
VIII		Confidentiality/non-disclosure agreement
IX		Tender application fee & bid security declaration (to be provided on letter head)
X (A)		COMMERCIAL BID
X (B)		COMMERCIAL BID -Bill of Material
XI		Proforma of Bank Guarantee for Contract Performance
XII		Format for Sending Pre-Bid Queries
XIII		Business Rules and Terms & Conditions of Reverse Auction (includes XIII(1), XIII(2),XIII (3))

ABBREVIATIONS USED IN THIS DOCUMENT

1	UIDAI	Unique Identification Authority of India
2	BG	Bank Guarantee
3	EA	Enrolment Agency
6	EMD	Earnest Money Deposit
7	HO	Head Office
8	LD	Liquidated Damage
9	NEFT	National Electronic Funds Transfer
10	OS	Operating System
11	ASK/EC	Aadhaar Seva Kendra (Aadhaar Enrolment & Updation Centre)/ Enrolment Centre
12	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
13	RTGS	Real Time Gross Settlement
14	GST	Goods and Service tax
15	RRB	Regional Rural Bank
16	SLA	Service Level Agreement
17	SCB	Scheduled Commercial Bank
18	SP	Service Provider

INTRODUCTION

About Kerala Gramin Bank

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

I. About RFP

This Request for Proposal is being issued by Kerala Gramin Bank inviting proposals from eligible Bidders for

Supply of trained and UIDAI certified Manpower for providing various services related to Aadhaar such as carrying out the enrolment of residents for the Unique Identification (UID) and updating the demographic & biometric details etc. for a period of THREE year from the date of Agreement. The tenor may be extendable at the discretion of the Bank as per the requirement/ direction from UIDAI/ Government of India and as per the terms and conditions, technical specifications and scope of work described elsewhere in this document.

Kerala Gramin Bank has established 62 Aadhaar Seva Kendras in the identified branches, for providing Aadhaar services such as Aadhaar enrolment and updations to residents. Bank has purchased on its own Aadhaar enrolment Kits required for functioning. The proposed RFP is for the supply of Manpower for doing Operator work for ASKs. The Aadhaar Seva Kendras are located across the state of Kerala. The details of the branches identified for providing ASK services is furnished in Appendix I.

The RFP document is not a recommendation, offer or invitation to enter into a contract agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate Agreement being executed between the Bank and successful bidder as identified by the Bank after completion of the selection process.

Instructions to Bidder: Standard

PART 1 – STANDARD

1.1 Definitions

1.1.1 "Bank" means the 'Bank' as defined in the agreement with UIDAI with which the selected Bidder signs the Contract for the Services. In this project, the 'Bank' is the Kerala Gramin Bank.

1.1.2 "Bidder" means any Agency that may provide or provides the Manpower support for providing Aadhaar services in the ASKs to the bank under the Contract, also referred as "Service Provider".

1.1.3 "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the process for the selection of the Bidder.

1.1.4 "Scope of Work" (SOW) which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Bank and the Bidder.

1.1.5 "Standard Contract" is the one which provides the standard contract agreement to be signed between the Bank and the selected Bidder.

1.2 Introduction

1.2.1 This RFP (Request For Proposal) is being issued for undertaking Aadhaar Services such as Demographic and Biometric data collection of Residents in the state of Kerala.

1.2.2 The Bank will select a company/firm in accordance with the method of selection specified in this document.

1.2.3 The date, time and address for submission of the bid is given above.

1.2.4 Interested Bidders are invited to submit a Commercial Bid for providing services required for the assignment.

1.2.5 The Bank is not bound to accept any bids and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

1.3 Eligibility Criteria:

S. No.	Eligibility of the Bidder	Supporting Documents
1	The bidder is registered in India as per the Indian Companies Act, 1956 (including Section 25 of the Act/ The Partnership Act, 1932 / Societies Registration Act 1860, the Indian Trusts Act 1882/ its equivalent in the respective states or Proprietorship entities having a PAN number and should have been in operation for a period of at least 3 years as on date of RFP. Bidder should not be NBFC.(Non Banking Financial Company)	<p>Copy of the certificate of incorporation/Registered deed/any other mandatory document that supports evidence of legal status should be enclosed as documentary proof along with the below mentioned below.</p> <p>i. Proof for organization's PAN number, GST etc.,</p> <p>ii. Letter of Authority/the Power Attorney duly attested by the bidder demonstrating that the representative has been duly authorized to sign.</p>

	Consortium of members is not allowed to participate in BID process.	
2	The Bidder Company should have made positive Net worth in at least two financial years.	A copy of audited annual reports / financial statements for FY- 2019-2020 & audited/unaudited financial statements for the FY 2020-21 shall be submitted with the offer in support of net sales turnover and positive net worth.
3	The Bidder should have an average turnover of Rs. 1 crore or above during the immediate 2 last financial years	A copy of audited annual reports / financial statements for FY- 2019-2020 & audited/unaudited financial statements for the FY 2020-21 shall be submitted with the offer in support of net sales turnover and positive net worth.
4	The Bidder shall not have been blacklisted by any government organization such as UIDAI/IBA/RBI/GOVT./ Public Sector Undertakings during/ Registrar with UIDAI the last 3 years and the said disability if existed should not be in force as on the date of submission of Bid bids.	Notarized Affidavit.
5	The services of the bidder should not have been terminated for unsatisfactory work or fraudulent activity by Central, or any State/UT Government or their undertakings.	Notarized Affidavit.
6	Bidder company should not be owned or controlled by any Director or employee (or relatives of Kerala Gramin Bank)	Self-declaration letter

7	Currently, the bidder should have been empanelled by any Scheduled Commercial Bank/RRBs/Central or State Government agencies/Registrars of UIDAI in India for Aadhaar Enrolment Agency related work for at least in 50 ASKs	<p>i. Service level Agreement between bidder and Bank.</p> <p>ii. Letter from existing SCB/RRB/Govt Agency which covers the following details-</p> <ul style="list-style-type: none"> • Name of the client • Number of Locations • Type of Model (CAPEX/OPEX) • Number of years of engagement • Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address Phone and Fax numbers, E-Mail IDs, etc.
<p>Only those bidders who meet the eligibility criteria specified above will be eligible to respond to this RFP. The bidder's proposal shall contain the relevant information and supporting documents to substantiate the eligibility of the bidder vis-à-vis the technical criteria.</p>		

1.4 Bid Validity

1.5.1 The bid submitted by the vendors shall be valid for a period of 365 days from the date of submission.

1.5 Tenor of Contract

The tenor of contract is for a period of THREE year from the date of Agreement which is extendable for further period of another THREE years at the discretion of the bank or as required/ direction from UIDAI/ Government of India.

1.6 Scope of work

AS PER APPENDIX II

1.7 Clarification to RFP and Pre-Bid Queries:

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

1.7.2 All communications regarding points requiring clarifications and any doubts shall be given in writing via email to ficell.kgb@keralagbank.com by the intending

bidders before the date specified in the 'bid details in brief' furnished in the beginning of this RFP.

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

1.7.4 No oral or individual consultation will be entertained.

1.8 Pre-Bid meeting:

1.8.1 A pre-bid meeting through Video Conferencing (Google meet) of the intending bidders will be held as mentioned in Bid details in brief to clarify any point/doubt raised by them in respect of this RFP.

1.8.2 Bidders interested in participating the Pre Bid meeting should share the scanned copy of authorization letter along with valid ID card of the participant by email to ficell.kgb@keralagbank.com latest one day prior to the date of Pre-bid Meeting.

1.8.3 Upon perusal of the same, the link/meeting ID will be shared to the participant to participate in the meeting (google meet).

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

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

1.8.6 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.

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

1.8.8 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.

1.9 Taxes and Duties

1.9.1 The service provider shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc.

1.9.2 Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the service provider at his cost.

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

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

1.10 Goods and Service Taxes (GST) and its compliance:

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

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

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

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

1.10.5 Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and local bodies or any other authority authorized in this regard.

1.11 Performance Guarantee

1.11.1 The successful bidder shall provide irrevocable and unconditional performance Bank guarantee in the form and manner prescribed by the Bank equivalent to Rs.5000/- (Rupees Five thousand only) per allotted ASK centre.

- 1.11.2 The successful bidder should submit a Security Deposit/ Performance Guarantee within 30 days from the date of purchase order as below:
 - 1.11.2.1 The performance Guarantee should be for 4 years (Three years plus a claim period of 1 year).
 - 1.11.2.2 The successful bidder should submit Security Deposit by way of DD favoring Kerala Gramin Bank / Performance Bank Guarantee issued by a Scheduled Commercial Bank (other than Kerala Gramin Bank) in India as per Annexure XI.
- 1.11.3 Security deposit if submitted in the form of Performance Bank Guarantee, the guarantee period should be valid for 48 months from the date of placing the order.
- 1.11.4 The security deposit / bank guarantee will be discharged by the bank and returned to the bidder one year after the successful completion of ASK project.
- 1.11.5 The selected bidder shall be responsible for extending the validity date of the bank guarantees as and when it is due to coincide, on account of delay in completion of the project
- 1.11.6 The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended or fails to execute the contract Agreement or if the selected bidder fails to complete his obligations under the contract. The proceeds of the guarantee shall be payable to the bank as compensation for any loss from the selected Bidder's failure to complete his obligations under the contract.

1.12 Documentation:

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

1.13 Costs & Currency:

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

1.14 Erasures or Alterations:

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

1.15 Assumptions/Presumptions/Modifications:

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part

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

2. Bid System Offer:

2.1 Two Part

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

- 2.1.1 Part A-Technical Proposal: Indicating the response to the Technical specification for implementation of Aadhaar Seva Kendra in Bank branches Kerala Gramin Bank.(Annexure I to IX).
- 2.1.2 Part B-Commercial Bid (Indicative): Furnishing all relevant information as required as per Bill of Material as per Annexure-X(B).

2.2 Preparation of Bids:

- 2.2.1 The Bid shall be typed or written in English language in Times New Roman font style with font size of 12 in indelible ink and shall be 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 unamended printed literature.
- 2.2.2 All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection.
- 2.2.3 Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

2.3 Part A-Technical Proposal:

- 2.3.1 Technical Proposal should be submitted as per the format as per Annexure I to IX. Relevant technical details and documentation should be provided along with Technical Proposal.
- 2.3.2 It is mandatory to provide the technical details in the exact format of Annexure-II of this tender.
- 2.3.3 The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 2.3.4 In case of any contravention of technical specification detected at any stage which is not explained to the satisfaction of the Bank, the technical specifications elaborated in RFP shall prevail and the bidder

shall be considered as disqualified ab initio and it shall be presumed that the commercial bid of CONTRACTOR was never opened by the bank.

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

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

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

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

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

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

2.4 Part B-Commercial Bid(Indicative):

2.4.1 Commercial Bid (Indicative) 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-X(B)**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

2.4.2 Under no circumstances the Bill of Material should be kept in Part A (i.e. Technical Proposal) Cover. **The placement of Bill of Material in Part A (i.e. Technical Proposal) cover will make bid liable for rejection.**

2.4.3 The Bill of Material must be attached in Technical Proposal as well as Commercial Bid (Indicative). The format will be identical for both Technical Proposal and Commercial Bid (Indicative), **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.

2.4.4 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.

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

2.4.6 The Bidder should indicate the individual taxes and its applicable rate along with the estimated tax amounts to be paid by the Bank.

2.5 Submission of Documents:

The Technical bid and related documents shall be enclosed in an envelope superscribed as "Technical Proposals for Supply of UIDAI certified manpower for Aadhaar Seva Kendras" and Commercial bid shall be enclosed in a separate envelope super-scribed as "Commercial Proposal for Supply of UIDAI certified manpower for Aadhaar Seva Kendras". Both these envelopes shall be enclosed in a large cover super-scribed as "Proposal for supply of UIDAI certified manpower for Aadhaar Seva Kendras".

Bidder should submit the following in a sealed cover to the address notified in the Bid Schedule on or before the due date mentioned in Bid Schedule.

In case the above documents are not submitted on or before the due date mentioned in Bid Schedule, the bid will be rejected.

2.6 Part A- Technical Proposal:

2.6.1 Technical Proposal should be submitted as per the format in Annexure I to IX. Relevant technical details and documentation should be provided along with Technical Proposal.

2.6.2 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.

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

2.7 Part B-Commercial Bid:

2.7.1 The Bill of Material should give all relevant price information as per **Annexure-X(B)**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

2.7.2 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.

2.7.3 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.

2.7.4 The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

2.8 The following officials will facilitate in bid related queries.

First Official	Alternate Official
<p>Sri. Sidharthan C. General Manager Kerala Gramin Bank Financial Inclusion Cell Mob:9400999004</p>	<p>Sri. Harindran K. Assistant General Manager Kerala Gramin Bank Financial Inclusion Cell Mob: 9400999994</p>

3 SELECTION OF BIDDER

3.1 Preliminary Scrutiny:

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

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

3.2 Clarification of Offers:

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

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

3.3 Evaluation of Bid:

3.3.1 The Bank will evaluate the bid submitted by the bidders under this RFP. The Part A-Technical Proposal submitted by the bidder will be evaluated based on **Annexures** and other documents explained in this RFP. The Commercial Bid of only those bidders who qualified in Part A-Technical Proposal will be reckoned for evaluation purpose.

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

3.4 Bidders Presentation /Site Visits / Product Demonstration/POC

- 3.4.1 Bidders are required to prepare for making necessary presentations as a part of the final evaluation in accordance with the responses given for the identified requirements any time after the last date for submission of bids.
- 3.4.2 Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.
- 3.4.3** Bidders should arrange for visits to the reference sites wherein ASK projects are successfully implemented by them currently. The bidder shall take necessary permission from the site owner and demonstrate the features & performance to Bank at their own cost. Bank prefers the Bidder to provide details of the organization as Reference with the details of contacts as mentioned in Annexures of the RFP Document. Bank would preferably want to have an onsite reference visit or a Telephonic conversation with the concerned.

3.5 Normalization of Bids:

- 3.5.1 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;

Incremental bid submission in part of the requested clarification by the Bank

OR

Revised submissions of the entire bid in the whole

- 3.5.2 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.
- 3.5.3 The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

3.6 Intimation to Qualified/Successful Bidders:

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A- Technical Proposal and Part B-Commercial Bid. The names of qualified bidders at each stage would be announced on the Notice

Board/Bank's website (i.e. www.keralagraminbank.com). Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2, L3...etc) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

3.7 Correction of Error in Commercial Bid

The Commercial bid submitted initially will be considered as indicative only and the final price will be arrived based on the online reverse auction.

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:

- 3.7.1 Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 3.7.2 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
- 3.7.3 If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- 3.7.4 If the bidder does not accept the correction of errors, the bid will be rejected.

3.8 Determination of L1 Bidder:

- 3.8.1** L1 Price will be determined after giving effect to arithmetical correction, if any.

The L-1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction. The Reverse Auction would be conducted for Total Cost of ownership given in Bill of Material (indicative) as per **AnnexureX(B)** of RFP or in a manner described in **Annexure-XIII**. Brief Business Rules and Terms & Conditions of Reverse Auction are detailed in **Annexure-XIII**.

- 3.8.3 Online Reverse Auction:**

- 3.8.3.1 Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.
- 3.8.3.2 Reverse Auction event will be carried out among the technically qualified Bidders, based on evaluation of Part B-Technical Proposal, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.
- 3.8.3.3 For finalization of the most competitive offer, the Bank will conduct "Reverse auction" The detailed procedure and Business rules for the Reverse auction is given as per **Annexure -XIII**
- 3.8.3.4 Bank will call the technically qualified bidders whose Commercial Bids (Indicative) have been opened by the Bank for participating

in the Reverse auction process which will be conducted by an Auction company authorized by the Bank. Bank will share the contact details of the concerned person of the Auction Company. Specific rules for this particular event viz. date and time, CAP price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for "Reverse auction". However, the CAP price for Reverse auction will be fixed by the Bank.

3.8.3.5 Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.

3.8.3.6 The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per **Annexure-X(B)** within 2 working days. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in, suspension for the period of three years from being eligible to submit bids for contract with Kerala Gramin Bank.

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

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

4 Proposal format:

4.1 The Bidder's proposal should effectively communicate their solution and be presented in the specified formats for Bank to assess alternatives. The proposal should contain an Executive Summary.

4.2 Bidders should submit the technical evaluation sheet dully filled up as per annexure II

4.3 The Executive Summary should provide an overview of the Bidder's organization, Bidder's products and services provided as part of the procurement. A brief description of the unique qualifications of the Bidder should then be provided followed by a summary on capabilities and past experience in implementing such projects.

4.4 All pages of the Bid including Brochures are to be numbered as Page – of ---- total pages. The numbering should be done separately for Technical and Commercial bid, but not section wise.

4.5 The bidder needs to follow the Terms and conditions envisaged in the RFP without deviation in general and should submit an compliance statement as per the format in Annexure VI"

5 Technical Bid:

- 5.1 Against each of the functional requirements, bidder's response is required to be noted for each of the sections as described under specific sections.
- 5.2 The bidder must provide his response to technical requirements in MS Office Suite of Products form in a structured and neat form.
- 5.3 Under no circumstances, the bidder while giving their response should change the information furnished by Bank under Technical, Functional and other requirements in any of the columns.
- 5.4 The commercial bid should not contradict or deviate from the technical bid in any manner.

6 Amendment to Bidding Document:

- 6.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- 6.2 Notification of amendments will be made available on the Bank's website only (www.keralagbank.com/tenders) and will be binding on all bidders.
- 6.3 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 the submission of Bids.

7 OVERVIEW OF EVALUATION PROCESS:

7.1 Submission of bids:

- 7.1.1 A duly authorized signatory of the Bidder under seal should authenticate all pages in the Bid. The signatory wherever necessary should submit a copy of the Power of Attorney / Board Resolution / letter from Director(s) or other relevant document authorizing him/her to sign the above bid documents on behalf of the Bidder. Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms and conditions described in the Bidder's response. The proposal in original (hard copy) will be accepted. No photocopy/ email of the proposal will be accepted.
- 7.1.2 Bidder's confirmation of Bank's requirements should be categorical. Violation of these requirements will disqualify the bidder. Failure to provide information called for or vague response shall constitute violation of the Bid terms and such bids shall be summarily rejected.

7.2 Validity of bids:

- 7.2.1 Bids shall remain valid for 365 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as nonresponsive.

7.2.2 In exceptional circumstances, the Bank may seek the Bidders' consent for extension of the period of validity. The request and the responses thereto shall be made in writing. Retention of Earnest Money deposit shall also be suitably extended.

7.3 Technical and Commercial Bid:

7.3.1 The technical Bid should provide complete details sought in the Appendixes and the Annexure of this RFP.

7.3.2 The bidder would be paid variable charges specified in Appendix-IV for the services mentioned therein. The bidder would be required to offer the commercial bid for monthly fixed charges payable for each Aadhar Seva Kendra. The rate quoted by the Bidder should be inclusive of all taxes, duties and levies whatsoever applicable (except GST which will be reimbursed by the banks on actual basis) for the services proposed to be offered.

7.4 Opening of Bids and selection of Service Provider:

7.4.1 The technical bids of Bidders who have furnished the self-declaration in lieu of EMD will be opened.

7.4.3 The Bidders' names, withdrawals and the presence or absence of requisite EMD/self-declaration and such other details as the Bank at its discretion, may consider appropriate, will be announced at the time of Technical Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

7.4.4 The committee formed for evaluating the technical bids will examine the Bids to determine whether the documents are complete, are in the required formats, documents have been properly signed and the Bids are generally in order.

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

7.4.6 The above mentioned committee will examine whether the Bid and the Bidder is eligible in terms of the Eligibility Criteria specified in the RFP and the decision of the Bank shall be final & binding on all parties.

7.4.7 During evaluation of the Bids, the above mentioned committee, at its discretion, may ask a bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

7.4.8 Evaluation of technology and technical bids will be done by a committee. The bidders who qualify in the technical bid will be shortlisted. The commercial bid will be opened as per E-tendering process for the bidders who are shortlisted in the technical bid. The Reverse Auction process of bidding will be followed. Only the technically qualified bidders will be asked to participate in the reverse Auction, which will

be conducted for this purpose. The minimum bid amount in the commercial bid will be the basis for reverse auction. The business rules, term and conditions of the Reverse Auction process will be provided to the selected bidders in due course.

7.4.9 The L-1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction. Ranking will be done for all the bidders such as L2, L3 etc.

- a. The bidder quoting the lowest charges (L1) may be selected in the process to be engaged as Service Provider. The lowest charge will be calculated based on the rates quoted through bill of material in the commercial bid comprising of Monthly fixed charges payable per active ASK.
- b. The allotment of centres will be done by the Bank and it would be final & conclusive and binding upon the selected bidders.

7.4.10 In case L1 bidder is unable to establish any centre within the stipulated period then a penalty of Rs 250/- per day per center will be levied to the service provider per center per month, till the establishment of the centre. Further the Bank will also at its discretion allot such centre/s to other service providers.

7.4.11 The rates quoted by the Service Provider will be valid for the duration of the tenor of the agreement.

7.5 Evaluation Methodology:

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

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

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

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

- 7.5.5 Bank reserves the right to evaluate the bids on technical and functional parameters including possible visit to inspect live sites of the Bidder and witness demos of the system and verify functionalities, response times, etc.
- 7.5.6 Technical evaluation will take into consideration, the capability of the bidder to implement the proposed solution.
- 7.5.7 Only those bidders whose Technical bids have been found substantially responsive would be intimated by the Bank about their responsiveness and about the revised/updated Technical & Functional Specification (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the prices quoted in the Original Price Bid where there is no upward revision of specifications.
- 7.5.8 Bill of Materials (masked price schedule) submitted along with Technical Bid will be first evaluated and if the bank, during the evaluation, deems it fit, may request the bidder to revise the bill of materials submitted at the same price originally quoted in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise, the price bid submitted will be considered non-responsive and accordingly rejected.
- 7.5.9 The bank may use the services of external consultants for bid evaluation, if required.
- 7.5.10 The bank will evaluate and compare the Price Bids, of all the technically short-listed Bidders.
- 7.5.11 L1 will be decided on the basis of rate quoted for fixed charges during Reverse Auction.
- 7.5.12 Bank reserves right to normalize the commercial bids based on total cost of ownership. Normalization of the Commercial Bids will be considered to bring all the technically short listed Bidders at par for computing total cost of ownership, if required. The procedure will be declared at the time of commercial bid opening.
- 7.5.13 Evaluation criteria, evaluation of the responses to the RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. Its decision shall be final and no correspondence about the decision shall be entertained.
- 7.5.14 Bank reserves the right to cancel the bidding process at the sole discretion of the Bank.

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

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

9 Re-auction/s Rules :

9.1 Bank may consider the option of a Re-Auction/s in following circumstances:

9.1.1 At the end of the Reverse Auction, L1 price is not acceptable to the Bank.

9.1.2 During the process of reverse auction, if there is no bids from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.

9.1.3 At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.

9.2 Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank, the Bank at its discretion can ask all the technically qualified Bidders to submit the Closed Commercial Bid by giving sufficient time to the Bidders. If Bidder/s are not submitting the Commercial Bid in due date and Time, the bidder will be suspended for the period of three years from being eligible to submit bids for contract with Kerala Gramin Bank.

9.3 Kerala Gramin Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.

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

9.5 The indicative price quoted should be reasonable and realistic. Bank reserves the right to disqualify such bidders whose indicative prices is more than of 3 times of the successful bid price in participating future RFPs of the Bank.

10. COMMERCIAL BID (INDICATIVE):

10.1 General:

10.1.1 The Commercial bid (Indicative) should be enclosed in a separate sealed envelope. Cost figures should be presented separately for each of the bill of materials mentioned as per Annexure-X(B).

10.1.2 The Bidder to quote in Indian Rupees only and bids in currencies other than INR would not be considered.

10.1.3 The prices and other terms offered by Bidders must be in force for a period of 365 days from the date of opening of the commercial bid.

10.1.4 All costs should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by Bidder to Bank.

10.1.5 The Bidder has to include all costs like Travel, Lodging & Boarding, Local Travel expenses, etc incurred during the implementation as a part of

the Bill of Materials and Bank will not bear any additional costs on these.

- 10.1.6 The prices quoted by the Bidders shall include all costs such as Taxes, Custom Duties, Levies, Cess, Installation, Insurance, etc. that need to be incurred.
- 10.1.7 The prices quoted shall include transportation to the respective sites and insurance till completion of the acceptance process by Bank. The prices should include the charges payable for carrying out any modification, changes / upgrades to the Financial Inclusion Plan or other equipment or software that is required to be made in order to comply with any statutory or regulatory requirements.
- 10.1.8 The Bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes, inflationary pressures over the contract period etc. shall not affect the Rupee value of the commercial bid, over the validity period of the bid.
- 10.1.9 The price bid should include all the costs for the industry wide changes to the solution or changes that may be required due to a change in law arising during the subsistence of the agreement and the Bidder should provide with the details of all such items considered in the RFP.
- 10.1.10 In case of any revision (upward or downward) in Government levies, taxes, cess, excise, custom duty etc. after the submission of the price bid and up to the date of invoice, the benefit or burden of the same shall be passed on or adjusted to Bidder.
- 10.1.11 For all the taxes, penalties, levies, cess or charge, other than entry tax or octroi, charged by the tax authorities of any State including any Local authorities like Corporation, Municipality, Mandal, Panchayat or any State Govt. or Statutory authority for any of the items or supplies made by the Bidder for any reason including the delay or failure or inability of the Bidder to make payments and if paid by Bank as per the specific request of the bidder, Bank has to be reimbursed by the Bidder for all such amounts on being informed with documentary evidence.
- 10.1.12 Terms of payment indicated in the RFP shall be final and binding on the Bidder and no alternate terms & conditions proposed in the RFP shall be considered.

11 Organization of bid:

11.1 Submission of Bids:

The technical bid should be submitted in a sealed cover containing the following:

- 11.1.1 Covering letter duly signed by the authorized signatory
- 11.1.2 Executive Summary
- 11.1.3 Duly filled up Annexure I to IX
- 11.1.4 Letter with details of authorized signatories who can represent the bidders
- 11.1.5 Bidders response to functional requirements
- 11.1.6 Bidders response to technical requirements
- 11.1.7 Masked Bill of Materials without any commercial details (ANNEXURE X(B))

11.1.8 All Documents/declaration as mentioned under – prequalification/ Eligibility Criteria

11.1.9 Soft copy of the technical bid in formats supported by Microsoft Office suite of products

11.1.10 Draft Copy of the Agreement to be entered with ASK operator.

11.2 The commercial bid should be submitted in a sealed cover containing the following:

11.2.1 Covering letter duly signed by the authorized signatory

11.2.2 Table of contents

11.2.3 Bill of Material along with the costs – Annexure X (B)

11.2.4 Duly filled Annexure X (A)

11.2.5 Soft copy of the commercial bid in formats supported by Microsoft Office suite of products as per the format

12 Awarding of Contract:

12.1 The Bidder whose commercial bid is accepted and quotes the lowest bid in reverse auction will be referred to as selected Bidder and Bank will notify the name of the selected Bidder by displaying in the Notice board/official Website of Bank.

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

12.3 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 bidder.

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

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

12.6 Within 1 week from the date of acceptance of the order by the selected bidder, the bidder shall sign a stamped "Contract agreement" referred to as Contract in this RFP, with Bank, at the time, place and in the format prescribed by Bank. All stamp duty charges applicable on the agreement shall be borne by the selected bidder. The selected bidder must submit a performance guarantee (of any scheduled Commercial Bank other than Kerala Gramin Bank), as per the format provided by the Bank, within 30 days from the date of purchase order, valid till completion of the project and warranty period, as below:

- a) The successful bidder shall provide irrevocable and unconditional performance Bank guarantee in the form and manner prescribed by the Bank equivalent to Rs.5,000/- (Rupees Five thousand only) per ASK center.

- b) The successful bidder should submit a Security Deposit/ Performance Guarantee within 30 days from the date purchase order as below:
- c) The performance Guarantee should be for 4 years (Three years plus a claim period of 1 years).
- d) The successful bidder should submit Security Deposit by way of DD favouring Kerala Gramin Bank / Performance Bank Guarantee issued by a Scheduled Commercial Bank (other than Kerala Gramin Bank) in India as per Annexure XI.

12.7 The security deposit / bank guarantee will be discharged by the bank and returned to the bidder one year after the successful completion of implementation of ASK project.

13 Intellectual Property Rights:

13.1 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.

13.2 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.

13.3 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.

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

14 REPRESENTATIONS AND WARRANTIES:

- 14.1 The Bidder warrants that they have obtained all necessary corporate approvals to enter into an Agreement and that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this project. The bidder further warrants that they are under no obligation or restriction, nor shall they assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this project.
- 14.2 Bidder warrants that it shall perform the Services in a professional & workmanlike manner and materially in accordance with the applicable specifications in the RFP.
- 14.3 The Bidder represents that it is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- 14.4 The Bidder represents that it has the corporate power & authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- 14.5 The Bidder represents that the submission of responses to the RFP execution, delivery and performance under an Agreement entered in case the Bidder is selected:
- 14.5.1 Will not violate or contravene any provision of its documents of incorporation;
- 14.5.2 Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- 14.5.3 Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- 14.5.4 To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

15 COMPLIANCE WITH LAWS:

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

16 CANCELLATION OF THE ORDER AND TERMINATION OF CONTRACT:

- 16.1 Bank reserves its right to cancel the order and terminate the contract in the event of one or more of the following situations that are not occasioned due to reasons solely and directly attributable to Bank alone:
- 16.2 Delay in customization / implementation / installation beyond the specified period that is agreed in the contract that shall be signed with the successful Bidder; and
- 16.3 Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- 16.4 In case of order cancellation, any payments made by Bank to the Bidder would necessarily have to be returned to Bank with interest @ RLLR +6.4%+2% as per the prevailing RLLR of the bank.
- 16.5 Notwithstanding anything contained in this agreement, Bank shall terminate this agreement if it is found that the project envisaged under this RFP could not be taken place on account of change in policy /guidelines of the Bank/Government/RBI or any other regulatory/authority.

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

16.7 If there is contravention as provided under.

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

17 TERMINATION:

17.1 Bank shall have the option to terminate the RFP in whole or part thereof by giving the Bidder at least 30 days' notice in writing provided that bank agrees not to terminate this RFP during which period the Bidder shall complete the implementation of the project.

17.2 Notwithstanding anything contained herein above, Bank shall be entitled to terminate this RFP if the;

17.2.1 Bidder breaches any of its obligations set forth in RFP and the said breach is not cured within 30 days after Bank gives written notice.

17.3 Effect of Termination

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

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

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

18 INDEMNITY

18.1 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:

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

18.1.2 Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder.

18.2 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.

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

18.2.2 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.

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

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

19 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 & records and the vendor shall extend all cooperation in this regard.

20 ASSIGNMENT:

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

20.2 If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

21 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.

22 CONFIDENTIALITY AND NON-DISCLOSURE

22.1 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-VIII**.

22.2 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.

23 CORRUPT AND FRAUDULENT PRACTICES

- 23.1 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:
- 23.2 "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
- 23.3 "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.
- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.7 Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 23.8 The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor by the Bank.

24 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.

25 HUMAN RESOURCE REQUIREMENT:

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

- 25.1 The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring & operational support to the intermediary network of agents, etc. as part of the solution/service.
- 25.2 The Bidder shall manage the activities of its personnel or others engaged in the project etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 25.3 The Bidder shall confirm that every person deployed by them on the project to submit Police verification certificate/Police verification acknowledgement copy prior to their engagement. Wherever police verification acknowledgement copy is taken, the police verification certificate should be submitted within 1 week from the date of Acknowledgement slip.
- 25.4 The successful bidder shall deploy One supervisor referred to as Technical Support Executive for every 62 operators within 1 week from the issue of work order.
- 25.5 In case the performance of the Bidder/their employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 25.6 No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of the Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- 25.7 The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications & skills and deployment experience for all critical activities.
- 25.8 The Bidder shall extend all of the outsourced banking & financial services by deploying such personal who has high integrity and meet the qualifications & other criteria stipulated by the Reserve Bank of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.
- 25.9 Further in case of any penalty or punitive action by UIDAI or any other statutory authority in the matter will be the responsibility of the SP and any claim by the Bank in this regard will have to be compensated by the SP within 1 month. For delay in compensation interest @ 1% per month or part thereof will be payable.

26 LEGAL DISPUTES AND JURISDICTION OF THE COURT:

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

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

27 SERVICE AGREEMENT AND PENALTIES:

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

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

27.3 The service provider should maintain all records & registers as per the instructions of the Bank and ensure safe custody of all records and documents.

27.4 The Bank shall be entitled to inspect & audit the records maintained by the service provider through its officers or auditors / representatives and the service provider shall provide access to the officers and representatives of the Bank or other regulatory authorities.

27.5 The service provider should allow access to UIDAI or persons authorized by Bank to inspect and access documents / records and obtain copies of records.

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

27.7 The service provider and its representatives should maintain secrecy & confidentiality of all records and information in respect of the outsourced service.

27.8 The service provider should indemnify the Bank for breach of confidentiality & obligations by the service provider, its representatives and agents at the first demand by the Bank.

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

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

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

27.12 The Service provider should not collect money in any form, which includes collecting refundable/non-refundable deposits, from operators at any point of time.

27.13 The service provider should not, in any way, convey to the operators that they can claim jobs with the bank on account of becoming operators. In this regard, a suitable clause should be included in the agreement entered between service provider and operator.

27.14 SP will enter into a comprehensive agreement operator. A draft copy of such agreement is to be submitted along with the Technical Bid. Any suggestion given by the bank should be incorporated in the operator agreement.

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

Bank also reserves its right to offer the centre/s to other bidders/service provides solely at its discretion.

28 TIME SCHEDULE:

28.1 Bidder/s have to implement the solutions in all the identified locations specified in **annexure I** within 15 days of issuance of work order/intimation specified by Bank.

28.2 In the case of failure on the part of the SP to open ASK at any allotted centers a penalty of Rs. 250/- per day for the period beyond the permitted time line will be levied till the establishment of the centers.

28.3 All activities such as engaging operators should be as per the requirements of RFP.

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

28.5 The delay in compliance/supply of the above items will result in penalty as below;

28.6 Without prejudice to the bank's right to terminate the agreement, for any defective service or inability to provide the service for any reason or for non-functioning of the ASK for any reason, beyond 3 (Three) working days continuously, a penalty @ Rs. 250 /- per day (from the 4th day onwards) may be levied for each of the ASK outlet per month per centre. The penalty will come into force after three month from the date of activation of ASK and will be levied on service provider.

29 PERIOD OF CONTRACT:

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

30 REVIEW OF SERVICES:

30.1 The performance of the service provider will be reviewed, operator wise, by the bank every month initially, and thereafter at such intervals as the bank may decide. A Steering Committee at RO level/ Circle level consisting of Bank officials, representative of Service Provider and the concerned operators will also interact every month to identify and address bottlenecks in ASK center operation. The bank reserves the right to terminate the contract at any point of time if:

30.1.1 The services are found to be unsatisfactory;

30.1.2 There is a consistent failure to maintain the customer satisfaction;

30.1.3 Desired levels of output by the operators are not met;

30.1.4 There is a discrepancy found in the actual entries in UIDAI client done by operator and the records of the Bank accounts.

30.1.5 The customers serviced by the operator complain to the Bank that the operator is inefficient;

30.1.6 There is fraud committed/attempted by the operator.

30.1.7 Any other reason which in the opinion of the bank is not conducive to the continuation of the Services of the operator.

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

30.3 It is expected that operators are engaged & are activated in the locations mentioned in Appendix- I of this RFP within 15 days of award of contract/ work order/Intimation. Shortfall of more than 20% in achieving the above targets will result in the services being treated as 'unsatisfactory'.

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

31 PAYMENT TERMS:

- 31.1 Payment will be made by the Bank on monthly basis in arrears on aggregated basis within 20 days on submission of original invoices by the Service provider duly countersigned by authorized signatory. Payment will be made for fixed and variable charges for the updation/enrolments done at ASKs.
- 31.2 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, operators & representatives and in particular Laws relating to terminal benefits such as minimum wages, Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Bank shall have no liability in this regard.
- 31.3 The service provider will submit the invoices for every month during the subsequent month after verifying the transactions. The service provider will also submit the list of accounts of the operators along with the eligible amounts to be credited to their individual accounts, as per the format required by the Bank. The service provider will have to open current account with Kerala Gramin Bank and has to give authorization to Bank for debiting for the total amount payable to the operators as per the list submitted along with invoices. The Bank will credit the individual accounts of the operators as per the service providers authorization, once the payment is effected by the Bank.

32 FORCE MAJEURE:

- 32.1 The Service Provider or the Bank shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Service Provider or the bank, i.e. Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake & fire, revolutions, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Service Provider shall continue to perform/render/dischage 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.
- 32.2 In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of 180 days, the Bank and the Service Provider /Bidder shall hold consultations with each other in an Endeavour to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Business Correspondent.

33 COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS:

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

34 SOCIAL MEDIA POLICY:

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

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

- i) Non adherence to the standards/guidelines in relation to social media policy issued by the bank from time to time.
- ii) Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non adherence of social media related systems and procedures.

35 TERMS AND CONDITIONS FOR THE PROPOSAL:

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

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

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

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

36 BY SUBMITTING A SIGNED BID, THE BIDDER CERTIFIES THAT:

- 36.1 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.
- 36.2 The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 36.3 No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 36.4 Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with KERALA GRAMIN BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 36.5 The Bank is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.
- 36.6 The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.
- 36.7 The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- 36.8 The successful bidder shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the Bank's written consent. Merger, demerger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc of the successful bidder shall be done only with the previous written consent of Bank.

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

37 LIABILITIES OF THE BANK:

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

38 PROPOSAL FORMAT:

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

39 OWNERSHIP:

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

ASSISTANT GENERAL MANAGER

Bid Covering Letter

The Bidders shall submit the Commercial bid Covering Letter as per Annexure I

Technical Bid Forms

The Bidder shall submit Technical Bid as per Annexure II and documents in support of the Eligibility criteria as per 1.3 & 1.4 of the RFP.

COMMERCIAL BID FORMS

The Bidders shall submit the Commercial bid Form as given in Annexures. Commercial Bids which are not submitted as per the Commercial bid Form shall be summarily rejected. Any conditional bids shall also be summarily rejected during the evaluation of the Commercial bids.

The bidder shall be responsible for doing the necessary background research to understand each geographical area, terrain, population density, urban-rural percentage as well as the infrastructure requirements.

The bidder shall submit quotation for fixed charges per ASK per month for respective locations, being the cost for providing services as per the Scope of Work, which shall include the cost for collection of demographic and biometric details of residents as per the requirements of the Kerala Gramin Bank and UIDAI, specified in the Scope of Work. The total cost quotation shall be inclusive of all expenses like travel and lodging, cost of Manpower for doing Aadhaar enrolment & updation work in the centre, handling the resident documents, taxes and duties etc., except per-enrolment/updation charges which will be paid additionally as mentioned elsewhere in this RFP.

Appendix I

Tentative list of Locations District wise to be covered by the Service Provider in Kerala

DETAILS OF AADHAAR SEVA KENDRAS ESTABLISHED AT IDENTIFIED BRANCHES OF KERALA GRAMIN BANK					
Sl.No	Circle	State	District	Branch DP Code	Branch Name
1	Kerala Gramin Bank	Kerala	Alappuzha	40635	Harippad
2	Kerala Gramin Bank	Kerala	Alappuzha	40556	Mavelikkara
3	Kerala Gramin Bank	Kerala	Ernakulam	40539	Angamaly
4	Kerala Gramin Bank	Kerala	Ernakulam	40549	Mulamthuruthy
5	Kerala Gramin Bank	Kerala	Ernakulam	40547	Kothamangalam
6	Kerala Gramin Bank	Kerala	Ernakulam	40533	Muvattupuzha
7	Kerala Gramin Bank	Kerala	Idukki	40722	Vattavada
8	Kerala Gramin Bank	Kerala	Kannur	40490	Payyannur
9	Kerala Gramin Bank	Kerala	Kannur	40452	Taliparamba
10	Kerala Gramin Bank	Kerala	Kannur	40499	Peralassery
11	Kerala Gramin Bank	Kerala	Kannur	40472	Thalassery
12	Kerala Gramin Bank	Kerala	Kannur	40538	Koothuparamba
13	Kerala Gramin Bank	Kerala	Kannur	40602	Panoor
14	Kerala Gramin Bank	Kerala	Kannur	40487	Iritty
15	Kerala Gramin Bank	Kerala	Kasargod	40524	Manjeswaram
16	Kerala Gramin Bank	Kerala	Kasargod	40438	Parappa
17	Kerala Gramin Bank	Kerala	Kasargod	40518	Nileswaram
18	Kerala Gramin Bank	Kerala	Kollam	40564	Anchal
19	Kerala Gramin Bank	Kerala	Kollam	40572	Kottarakkara
20	Kerala Gramin Bank	Kerala	Kollam	40578	Punalur
21	Kerala Gramin Bank	Kerala	Kottayam	40535	Ettumanoor

22	Kerala Gramin Bank	Kerala	Kottayam	40600	Uzhavoor
23	Kerala Gramin Bank	Kerala	Kottayam	40544	Mundakkayam
24	Kerala Gramin Bank	Kerala	Kottayam	40592	Manarcaud
25	Kerala Gramin Bank	Kerala	Kottayam	40534	Pala
26	Kerala Gramin Bank	Kerala	Kozhikode	40134	Thuneri
27	Kerala Gramin Bank	Kerala	Kozhikode	40203	Perambra
28	Kerala Gramin Bank	Kerala	Kozhikode	40242	Balusseri
29	Kerala Gramin Bank	Kerala	Malappuram	40199	Nilambur
30	Kerala Gramin Bank	Kerala	Malappuram	40252	Kondotty
31	Kerala Gramin Bank	Kerala	Thiruvananthapuram	40324	Attingal
32	Kerala Gramin Bank	Kerala	Malappuram	40213	Perinthalmanna
33	Kerala Gramin Bank	Kerala	Malappuram	40233	Kuttippuram
34	Kerala Gramin Bank	Kerala	Malappuram	40118	Tanur
35	Kerala Gramin Bank	Kerala	Malappuram	40110	Vengara
36	Kerala Gramin Bank	Kerala	Malappuram	40253	Tirur
37	Kerala Gramin Bank	Kerala	Malappuram	40142	Ponnani
38	Kerala Gramin Bank	Kerala	Malappuram	40122	Perumbadappu
39	Kerala Gramin Bank	Kerala	Palakkad	40268	Ottapalam
40	Kerala Gramin Bank	Kerala	Palakkad	40267	Mannarkkad
41	Kerala Gramin Bank	Kerala	Pathanamthitta	40306	Ranni
42	Kerala Gramin Bank	Kerala	Pathanamthitta	40316	Pandalam
43	Kerala Gramin Bank	Kerala	Pathanamthitta	40305	Thiruvalla
44	Kerala Gramin Bank	Kerala	Thiruvananthapuram	40337	Kattakada
45	Kerala Gramin Bank	Kerala	Thiruvananthapuram	40326	Nedumangad
46	Kerala Gramin Bank	Kerala	Thiruvananthapuram	40341	Trivandrum
47	Kerala Gramin Bank	Kerala	Thrissur	40262	Irinjalakuda
48	Kerala Gramin Bank	Kerala	Thrissur	40289	Mala

49	Kerala Gramin Bank	Kerala	Thrissur	40265	Chalaky
50	Kerala Gramin Bank	Kerala	Thrissur	40271	Kunnamkulam
51	Kerala Gramin Bank	Kerala	Wayanad	40527	Panamaram
52	Kerala Gramin Bank	Kerala	Wayanad	40236	Sultan Batheri
53	Kerala Gramin Bank	Kerala	Kannur	40441	Kelakam
54	Kerala Gramin Bank	Kerala	Kasargod	40412	Morgal Puthur
55	Kerala Gramin Bank	Kerala	Kozhkkode	40269	Thamarasserry
56	Kerala Gramin Bank	Kerala	Palakkad	40284	Shoranur
57	Kerala Gramin Bank	Kerala	Thrissur	40277	Olarikkara
58	Kerala Gramin Bank	Kerala	Ernakulam	40548	North Paravur
59	Kerala Gramin Bank	Kerala	Kannur	40480	Chittaripparamba
60	Kerala Gramin Bank	Kerala	Kottayam	40569	Ramapuram
61	Kerala Gramin Bank	Kerala	Kozhikkode	40195	Mannur
62	Kerala Gramin Bank	Kerala	Thrissur	40303	Kuriachira

*Bank reserves the right to Add/Eliminate any location solely at its own discretion without giving reason or whatsoever.

Appendix II

Scope of Work

The scope of work of the Bidder is defined as follows:

1. Functional Scope

The functional scope of this engagement shall include providing of ONE Manpower – Operators for doing Aadhaar enrolment & updation work of the residents at each ASKs established at the identified branches of Bank. The functional scope shall also include the collection of demographic details as per the *KYC+ data requirements of Kerala Gramin Bank if any*. The Bidder shall also be responsible for delivering additional services as required by the Bank through this RFP. Our Client-Bank has established ASKs at all 62 centres including the requisite Hardware. Branch is a Registrar with UIDAI and also an Enrolment Agency. The operators engaged by the bidder should work with the Bank supplied hardware, UIDAI's software under Banks' Enrolment Agency code and Bank's Registrar code only. The Operators engaged by the bidder will be on-boarded & activated at UIDAI by the Bank.

- a) The scope of work of the Bidder includes the following:
 - i. Hire & Train Manpower for Enrolment/updation process at the field level and has to ensure that the enrolments/updations are done in accordance with prescribed processes and guidelines of UIDAI
 - ii. Due diligence should be carried out while selecting the resources to be deployed for the purpose. Honesty and Integrity of the resource to be ensured.
 - iii. Enroll Operators, Certify through NSEIT or such other institution approved by UIDAI and submit the details the Bank for registering and Activating at UIDAI.
 - iv. Help create awareness
 - v. Capture Demographic and Biometric Data using UIDAI enrolment client
 - vi. Ensuring Data Privacy and Security
 - vii. Document Handling & Management as per UIDAI guidelines. Only original documents of POI, POA & POR to be scanned.
 - viii. Ensure Adherence to UIDAI Guidelines including provisions of Aadhaar Act/ IT Act.
 - viii. Ensure that the Data pertaining to Aadhaar enrolment/updation is not stored in any other place and all the documents received from the resident are handed over back to them, after scanning.
- b) To understand the complete scope of work of Bidder, refer the latest versions of the following documents available in the "Process Manuals and Guidelines" section on UIDAI website <http://www.uidai.gov.in/Bankenrolments.html>:
- c) For Hiring and Training of Manpower, refer following documents of UIDAI:

- i) Operator roles and responsibilities
 - ii) Capability Building Framework – for training of Bidder personnel
- d) In addition, applicants must familiarize themselves with the following documents for understanding of Aadhaar process and requirements:
- i. Resident Enrolment Process Document
 - ii. EA Checklist for Refresh Phase
 - iii. Suspension Policy
 - iv. Data Quality and Penalty Policy Data Protection and Security Guidelines for EA
 - v. Update Policy on Permanent Enrolment Centres (PECs)
 - vi. Exit and Stolen Machines Policy

UIDAI accords highest priority to quality of data and imposes penalties for Demographic and Process errors. Similarly UIDAI also imposes penalties for delay in upload of Resident Data Packets or not uploading the data packets.

The Bidder must appraise itself and ensure compliance with the latest versions of policy/process/technology requirements and guidelines issued by UIDAI from time to time.

Check points:

- a.** Bank has established the ASKs in all the 62 centres and has purchased the Aadhaar enrolment kits.
- b.** The bidder and his agents to handle carefully the Aadhaar enrolment kit including Laptop/desktop, Iris Scanner, Finger Print Scanner, Digital Camera, extra monitor, White screen for taking photographs, GPS, printer cum scanner etc.,
- c.** All the operators should be enrolled in Aadhaar & Certified by NSEIT or such other institutions approved by UIDAI.
- d.** If Bank has additional fields to be captured, then the KYR+ software for capturing the KYR+ fields is to be captured.
- e.** The ASKs have been setup by the Bank as per the requirement of UIDAI, the space, power, Table, chairs, connectivity & Aadhaar enrolment kit is available in all the ASKs.
- f.** Printed Aadhaar Enrolment/Correction Forms will be made available in sufficient numbers at ASKs.
- g.** Banners should be displayed at the entrance and posters depicting enrolment process in English and local language in visible places.
- h.** Banners/posters displaying the Charges for updation and biometric updation to be displayed behind the person doing Aadhaar enrolment/updation. No charges for new enrolment – should also be displayed prominently.

- i.** Poster instructing the residents to remit the charges at the Branch cash counter should be displayed prominently and no cash to be handled/accepted by the operator or any persons at the Aadhaar counter in the ASKs.
- j.** The Verifier cum Supervisor will be a Nominated Officer of the branches which the ASKs are established. He/She shall verify the Original Documents presented along with the Aadhaar Enrolment/Updation form, put his/her signature along with seal of the branch on the application and note the requisite details, such as purpose, Original document type & number etc., in a Specified Register.
- k.** The Operators should attend the Enrolment/Updation forms duly Verified & Signed by the Bank official ONLY. Any enrolment/updation without Verification & Signature on the application form shall be rejected & deleted by the Supervisor.
- l.** Operators shall scan only the Original Documents for Proof of Identity, Proof of Address & Proof of Relationship.

2. Hire & Train Manpower for Enrolment work

Hiring Manpower:

- The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications, certification, skills and experience.
- The Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. Bidder shall submit a declaration that due diligence/background verification has been done in respect of all their employees/operators.
- It is expected that the manpower supplied under this RFP are to be not just technically capable and certified to handle the task of AADHAAR enrolment and updations, but also have and display the qualities required for serving the public. If and where the Bank finds deficiency in such qualities, sluggishness in handling the tasks assigned or an arrogant behavior with public/customers of the Bank, the Bank may seek a replacement of such resource with no obligation to provide either a complaint in writing or a proof of such behavior.
- The Bidder shall immediately take cognizance of such request and provide the replacement sought. Bank reserves the right to entry into its premises for such persons whose replacement is sought and delay in providing the replacement beyond 3 days' time would entail appropriate liquidated damages/penalties as detailed elsewhere in this document. Further, the bidders will also be liable for the penalties that may be levied by UIDAI.

The Bidder shall engage manpower to operate the ASKs as per the guidelines prescribed by UIDAI;

i. **Operators:**

An Operator is engaged by the bidder to execute enrolment & updation at the ASK. To qualify for this role, person should satisfy the following criteria:

- a. The person should be of age 18 years and above.
- b. The person shall be minimum 10+2 pass.
- c. The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.
- d. The person should preferably have prior experience of working in Aadhaar Enrolment program.
- e. The Person should have obtained certificate from a testing and certifying agency authorized by UIDAI.
- f. The person should not have been blacklisted by UIDAI earlier while working as Operator or operator cum supervisor.

Before starting work as an Operator:

- a. The Person should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.
- b. The Person should have undergone training on the process of UID Enrolment and various equipment and devices used during Aadhaar enrolment. Organizing this training is the responsibility of the Bidder.
- c. The present mobile number of the operator is to be registered in Aadhaar Data.

ii. **Technical / Support personnel :**

The Bidder shall make provision for providing Technical and Operational assistance to the Operators, a minimum of 1 person should be stationed at our Bank's Head Office at Malappuram or any other prominent place decided by Bank. Since the ASKs will function within Bank's network the identified personnel should be stationed at the Bank's place.

3. **Conduct Enrolment Operations as per Standard Process**

During the enrolment operation, also publicity and awareness shall be done in coordination with the local authorities to encourage enrolments.

All content and material for such publicity will be jointly worked by UIDAI/Bank and shall conform to specifications laid down by UIDAI.

The Operators engaged by the Bidder would use the software provided by UIDAI/Bank for the collection of demographic data and the biometric data. The software will be supported by a User Manual.

UIDAI has defined clear-cut standard processes for Aadhaar enrolment & updation which are published on UIDAI website. The Operators engaged by the bidder should follow all the procedures and instructions given by UIDAI (from time to time) while doing new enrolment or updation of the existing Aadhaar of the resident.

4. Additional Services to be provided by the Operators engaged by the Bidder

- **Help filling the enrolment forms for the illiterate.**
- **Search Aadhaar and provide Print out to the residents.**
- **The operator should mandatorily ask from resident for consent for sharing data for availing various welfare schemes of Government.**
- **Scanning of only Original proof of Identity and proof of Address to be taken.**
- **No copies should be made and preserved by the operator.**
- **The application form for enrolment and updation also should be handed back to the resident after scanning.**

5. Privacy & Security

- Bidder are responsible to make sure that the data collected/captured by the Operators is kept in a very secure and confidential manner and under no circumstances, shall they either use the data themselves or part with the data to any other agency other than the UIDAI and / or Bank and shall be subject to audit by UIDAI/Bank and their representative from time to time.

6. Geographical Scope

The geographical locations/schedule to be catered to by the Bidder is given in **Appendix I.**

Appendix III

Service Levels (Illustrative)

Sl. No.	Performance Indicator	Service Level Metric	Penalty on breach of service level (Imposed monthly)
1	The Operator should be identified, engaged, certified and on - boarded at all the ASKs allotted to the bidder under the Schedule/s location allotted.	The operator should start working in the ASK within 21 days of the execution of the SLA with Bank.	Rs. 5000/- per month per instance of violation (Per ASK).
2	Deployment of operators to Mobile Enrolment Stations (if any requested by the Bank) as per the instructions of the Govt/UIDAI etc.,	The number of mobile enrolment stations operating in any specific geographic locations should be in line with the approved work plan	Rs. 5000/- per month per instance.
4	All other functions which the Bidder is liable to carry out as per contract and under the guidelines of UIDAI.	No penalty shall get imposed by the statutory/ controlling authorities including UIDAI on the Bank due to fault/ act/ malpractices etc. of Bidder or any personnel engaged by the bidder.	The entire penal amount imposed on Bank shall be recovered from the Bidder.
5	The Operator should work in the ASK on all the working days of the branch in which the ASK is established.	One day leave can be permitted per month, in case of more than one day leave is taken, an alternative operator should be deployed to the ASK. No ASK should remain nonfunctional more than one day (working days) in a month.	Proportionate charges will be deducted for the number of days not worked, from the Fixed charges agreed for the ASK, besides penal provisions.

6	All the ASKs in the schedule/s allotted to the bidder should be active.	For inactiveness of the ASKs, UIDAI is proposing to levy penalty (presently of Rs.20000/-) per centre per month.	The entire penal amount imposed on Bank shall be recovered from the Bidder.
7	The Operator should be immediately replaced in case of the existing operator leaves the work.	New operator should be appointed within 7 days.	Rs. 5000/- per month per instance.

Appendix IV

Roles and Responsibilities

Roles and Responsibilities of Bank, Bidder and their personnel like Introducers, Operators are defined with respect to Aadhaar processes and the latest versions of these documents are available in the "Process Manuals and Guidelines" section on UIDAI website <http://www.uidai.gov.in/Bank-enrolments.html>

- i. Roles and responsibilities
- ii. Resident Enrolment Process Document

Bank will act as per guidelines of UIDAI with additional support of providing space and hardware inside its premises for setting up ASKs.

A. Timelines

The task of deployment of the Operators to cater the services to the residents of Aadhaar enrolment and updation, in Bank's premises shall get rollout within 45 days from the date of execution of agreement and remain in force till contract period i.e., for 3 year.

B. Payment to Bidders

Outcome based payments shall be made to the Bidder by the Bank on a monthly basis based on the number of enrolments completed, mandatory biometric updates, and charges for the updations done will be paid at, along with the Fixed charges , if any.

The Bidder has to submit his Bill/ Invoice with comprehensive statement of enrollment/ UID issued, biometric updates, Aadhaar updations done etc. details as per Bank's requirement to respective controlling offices, as identified by Bank.

Attendance Register shall be introduced in the ASKs, where the Operator has to Sign in the register daily (on the days he has worked) and the Manager or any Official nominated for taking care of the ASK will also sign against the signature of the Operator. The format will be provided by the Bank.

Immediately, after each month-end an Attendance sheet (replica of the Attendance register) should be sent to the designated office, indicating the number of days the Operator worked in the ASK and number of days absent (of the working days of the particular month). The attendance sheet should have the signature of the Operator working in the ASK and the Manager of the branch in which the ASK is established. The designated office should verify the same and submit a consolidate attendance sheet for all the ASKs of their geographical area, to Head office to facilitate the processing of payment to the Bidder. The Attendance sheet is required to verify the number of each ASKs worked in the month and for levying of penalty for absence of operator, non-functioning of the operator etc.

The Invoices will be processed only after release of Sanction Order or any other mode of confirmation, as decided by Bank for that particular month by UIDAI, pertaining to new enrolments made and Mandatory biometric updates done for the month.

Taxes deducted at source (TDS), GST if any deductions by UIDAI, other taxes, any penalties due to malpractice/corruption, inactiveness of the centres, Bank's penalty due to non-working of the ASK, delay in replacement etc., as applicable will be recovered from payments to the bidder.

Si No	Particulars										
1	Fixed Charges—L1 bid price										
2	Variable Charge (for per TXNs of enrolment & updations) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Type of TXN</th> <th>Amount in Rupees per Txn (excluding GST)</th> </tr> </thead> <tbody> <tr> <td>New Enrolment</td> <td>Rs. 35 per Txn</td> </tr> <tr> <td>Mandatory Biometric Update</td> <td>Rs 35 per Txn</td> </tr> <tr> <td>Demographic/Biometric Update</td> <td>Rs 20 per Txn</td> </tr> <tr> <td>Incentive to operator</td> <td>Rs 5 for each enrolment/updation above the average twenty transactions per centre per working day</td> </tr> </tbody> </table>	Type of TXN	Amount in Rupees per Txn (excluding GST)	New Enrolment	Rs. 35 per Txn	Mandatory Biometric Update	Rs 35 per Txn	Demographic/Biometric Update	Rs 20 per Txn	Incentive to operator	Rs 5 for each enrolment/updation above the average twenty transactions per centre per working day
Type of TXN	Amount in Rupees per Txn (excluding GST)										
New Enrolment	Rs. 35 per Txn										
Mandatory Biometric Update	Rs 35 per Txn										
Demographic/Biometric Update	Rs 20 per Txn										
Incentive to operator	Rs 5 for each enrolment/updation above the average twenty transactions per centre per working day										

Payment sharing between operator and service provider will be 80% and 20% for all charges.

C. Guidelines regarding Enrolment/updation

For guidelines pertaining to Resident Enrolment for Aadhaar refer the latest versions of the following documents available in the "Process Manuals and Guidelines" section on UIDAI website <http://www.uidai.gov.in/Bankenrolments.html> Resident Enrolment Process Document

- i. EA roles and responsibilities – for activities that an Bidder needs to undertake during the Aadhaar Enrolment Program
- ii. EA Checklist for Refresh Phase
- iii. Note that GPS and scanning of documents is made mandatory by UIDAI.
- iv. Operator roles and responsibilities.
- v. Capability Building Framework – for training of EA personnel
- vi. Suspension Policy

- vii. Data Quality and Penalty Policy
- viii. Data Protection and Security Guidelines for EA
- ix. Update Policy
- x. Policy on PECs
- xi. Stolen Machines Policy
- xii. Exit Policy

D. Charges to be levied to residents for Aadhaar Services

The following is the UIDAI specified unit rates for different Activities to be carried out;

1. No charges for new Aadhaar enrolment.
2. No additional charges shall be levied to the residents.
3. The residents should remit the charges at the Cash counters of the branch in which ASK is established.
4. No cash to be collected at the ASK by the Operator or any other person/s.

Activity	UIDAI specified unit rates –to be charged from the customer (Rs)
New Enrolment	FREE
Mandatory Biometric Update	FREE
Demographic Update	50.00 (including GST)
Biometric Update with or without Demographic update	100.00 (including GST)
e-Aadhaar download and color print on A4 sheet	30.00 (including GST)

Annexure I

Bid Covering Letter (Illustrative)

(To be submitted on the Letter head of the applicant)

To,

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

Dear Sir,

Ref: Request for Proposal (RFP) Notification dated 18-August-2021

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notification dated 18.08.2021 for "**RFP FOR SUPPLY OF UIDAI CERTIFIED MANPOWER FOR AADHAAR SEVA KENDRAS (ASKs).**"

" in full conformity with the said RFP document (in case of consortium, the names of the consortium partners shall be provided here).

We, the undersigned, offer to provide services to KERALA GRAMIN BANK for the "**RFP FOR SUPPLY OF UIDAI CERTIFIED MANPOWER FOR AADHAAR SEVA KENDRAS (ASKs).**"

for carrying out the Aadhaar services such New Enrolment, Biometric & Demographic updations and other services as stipulated in the Scope of Work of your RFP of KERALA GRAMIN BANK.

We have read the provisions of the RFP document and confirm that these are acceptable to us. Hence, we are hereby submitting our Commercial bid.

We agree to abide by this RFP, consisting of this letter, Commercial bid and all attachments, for a period till ONE YEAR from the closing date fixed for submission of bid as stipulated in the RFP document.

We hereby declare that we are not involved in any litigation with any Government in India entity and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

We hereby declare that we have not been blacklisted by any Central/ State/ UT Government or their organizations.

We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government or their organizations.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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

We understand that the Kerala Gramin Bank is not bound to accept all the bid/s received in response to this RFP.

In case we are engaged by the Kerala Gramin Bank as a Bidder, we shall provide any assistance/cooperation required by KERALA GRAMIN BANK, UIDAI appointed auditing agencies/ UIDAI officials for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for penal provisions including termination of service.

In case we are engaged as a Bidder, we agree to abide by all the terms & conditions of the Contract that will be issued by KERALA GRAMIN BANK .

1. The Commercial bid includes the cost of providing Manpower/Operators at the ASKs established at the identified branches, cost of providing additional services and performing all functions as per the scope of work defined as per RFP.
2. The details of the work award by other Banks for UID enrolments to our firm are as under:

Name of Banks	Period of Contract	No. of Enrolments & updates done

(Supported by documentary proof)

Our correspondence details with regard to this RFP are:

1	Name of the Company	
2	Address of Registered Office / Head Office	
3	Phone Number (with STD Code)	
4	Fax Number	

5	E-mail id	
6	Constitution (Public Ltd Co., / Pvt Ltd Co./ Partnership/ Proprietary Concern etc)	
7	Date of Establishment:	
8	Name of Chief Executive:	
9	Name of Contact Person and Phone No:	
10	Line of Activity:	
11	Date from which the bidder is experienced in similar type of activity	
12	Details of Any Quality Certifications Obtained for the Company & its Products, such as ISO-9001:2000 etc. (attach Photo copies).	
13	Total Number of Employees:	
14	PAN Number of Company	
15	GSTIN Number of Company	

Financial Background	2018-19	2019-20	2020-21
Turnover			
Total Assets			
Total Liabilities			

Date:

Signature of Authorized Official with Seal

Annexure II

TECHNICAL BID FORM
A. Technical Evaluation/Compliance

SI No.	Requirements	Bidders Response YES/NO
1.	Operator:	
a	The person should be of age 18 years and above.	
b	The person shall be minimum 10+2 pass.	
c	The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.	
d	The person should preferably have prior experience of working in Aadhaar Enrolment Centre / program.	
e	The Person should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.	
f	The mobile number should be updated / ✓Registered in Personal Aadhaar of the Operator.	
g	The Person should have undergone training on the process of UID Enrolment and working of various equipment and devices used during Aadhaar enrolment. Organizing / Providing this training is the responsibility of the Bidder	
h	The Person should have obtained certificate as Operator or Operator cum Supervisor from a testing and certifying agency authorized by UIDAI.	
i	The Person should have been activated, in accordance with UIDAI guidelines, prior to commencing enrolments. The Bidder is required to have a unique Operator ID for each, to activate them.	
2.	Technical personnel :	
a	The Bidder shall make provision for providing Technical and Operational assistance to the Operators, a minimum of One person per 63 ASK/operator should be stationed at Bank's Head office or any other prominent place decided by the Bank. Since the ASKs will function within Bank's network the identified personnel should be stationed at the Bank's place.	
b	The Person should be technically sound to resolve the service issues at ASKs	
c	The person should have a basic understanding of operating a computer and hardware related to ASK kits and should be comfortable with local language keyboard and transliteration.	

Date:

Signature of Authorized Official with Seal

Annexure III

TECHNICAL BID FORM

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

(In Rs in Lakhs)

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

Please attach annual reports / financial statements for the last two financial years.

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

Date:

Signature of Authorized Official with Seal

Annexure IV

TECHNICAL BID FORM

STATEMENT OF TIE-UPS/ AGREEMENTS ENTERED FOR THE PROJECT

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

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

Date:

Signature of Authorised Official with Seal

Annexure V

TECHNICAL BID FORM

BIDDER'S UNDERTAKING LETTER

Date:

From:

To

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

Dear Sir/Madam,

We, the undersigned, as Bidder, having examined the complete RFP document (along with its appendix/annexure), do hereby offer to **SUPPLY OF UIDAI CERTIFIED MANPOWER FOR AADHAAR SEVA KENDRAS (ASKs)** in above said RFP for the amounts mentioned by us in the Commercial Bid or such other sums as may be agreed to between us.

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

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

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

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

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

Moreover, we certify that:

- a) Prices in the Bid have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- b) The prices in the Bid have not been disclosed and will not be disclosed to any other Bidder of this RFP.
- c) We have not induced nor attempted to induce any other Bidder to submit or not submit a bid for restricting competition.

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

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

Yours faithfully,

(Authorised Signatory)

In the capacity of _____

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

Annexure VI

TECHNICAL BID FORM

COMPLIANCE STATEMENT

We certify that except for the following deviations, we agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP.

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

Place:

Date:

Signature of Authorised signatory with seal

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

Annexure VII

Authorization Letter Format

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

Ref No:

Date:

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

Dear Sir/Madam,

SUB: SUPPLY OF UIDAI CERTIFIED MANPOWER FOR AADHAAR SEVA KENDRAS (ASKs)

Ref: Your RFP No. KGB/FIC/01/2021 dated 18.08.2021

This has reference to your above RFP.

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

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

Annexure VIII

Confidentiality/Non-Disclosure Agreement

(This has to be submitted in the non-judicial Stamp Paper valuing Rs 300/-)

SUB: SUPPLY OF UIDAI CERTIFIED MANPOWER FOR AADHAAR SEVA KENDRAS (ASKs)

Ref: Your RFP No. KGB/FIC/RFP/01/2021 dated 18.08.2021.

WHEREAS, we, _____,
having Registered Office at _____, hereinafter referred to as
the Bidder, are agreeable to **SUPPLY OF UIDAI CERTIFIED MANPOWER FOR AADHAAR
SEVA KENDRAS (ASKs)** to Kerala Gramin Bank, having its Head Office at Malappuram
hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the **SUPPLY OF UIDAI
CERTIFIED MANPOWER FOR AADHAAR SEVA KENDRAS (ASKs)** shared by the BANK in
their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for **SUPPLY OF
UIDAI CERTIFIED MANPOWER FOR AADHAAR SEVA KENDRAS (ASKs)** and/or in the
aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the
Banks properties and/or have access to certain plans, documents, approvals or information of the
BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following
conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's
property/information. The Bidder will not publish or disclose to others, nor, use in any services
that the Bidder performs for others, any confidential or proprietary information belonging to the
BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

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

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

Date:

Signature with seal

Name :

Designation :

Annexure IX

TENDER APPLICATION FEE & BID SECURITY DECLARATION

(TO BE PROVIDED ON LETTER HEAD)

To :

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

Sub: **SUPPLY OF UIDAI CERTIFIED MANPOWER FOR AADHAAR SEVA KENDRAS (ASKs)**

Ref No: RFP No: **KGB/FIC/RFP/01/2021**

Dear Sir,

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

Place: (Signature of Authorized Signatory)

Date:

Name:

Designation:

Seal

Annexure X(A)
COMMERCIAL BID

To

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

Dear Sir/Madam,

Sub: SUPPLY OF UIDAI CERTIFIED MANPOWER FOR AADHAAR SEVA KENDRAS (ASKs)

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake to implement the **SUPPLY OF UIDAI CERTIFIED MANPOWER FOR AADHAAR SEVA KENDRAS (ASKs)** in accordance with the time schedule.

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

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

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

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

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

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

(Signature)

(Name)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure X(B)

COMMERCIAL BID - Bill of Material

Commercial Bid Form - (Indicative Price Bid) – illustrative

Name of the Bidder: _____

Particulars	Fixed Charges per centre per month (in Rupees) <u>Price to be Quoted by the Bidder</u>
Supply of Manpower of Operator for doing Aadhaar enrolment and updation works in Aadhaar enrolment centres established in our identified branches at 62 locations as per the list provided in Appendix I of the RFP	

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

(Signature)

(Name)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of

Note:

1. To be submitted along with Technical Proposal without any amounts.
2. The Commercial Bid with Price is to be submitted.
3. For each successful new enrolment & Mandatory bio-metric updations done by Bidders – Rs.35. GST amount on this will be paid separately.
4. For each updation / correction charges collected from the residents as per UIDAI terms – Rs.20. GST amount on this will be paid separately.
5. Fixed charges on a per centre basis, will also be paid subject to the outcome of the RFP. The charges will be paid only for the ASKs which are commissioned and active. GST amount on this will be paid separately.
6. Fixed charges on a per centre basis, will also be paid subject to the outcome of the RFP. The charges will be paid only for the ASKs which are commissioned and active. GST amount on this will be paid separately.

7. The charges collected for downloading & printing of Aadhaar will not be shared to bidders.
8. The payments will be made only after the release of Sanction order by our client for the corresponding month and receipt of Invoice for the enrolments, updations & fixed charges from the Bidders.
9. Incentive to Operator - Rs. 5 + GST For each enrollment/ updation over and above the average twenty transactions per centre per working day in a calendar month.
10. Penalties as per RFP & SLA will be levied/deducted while releasing the monthly payments along with UIDAI levied penalties.
11. TDS will be deducted as applicable.
12. The Contract Value shall be computed including the Commercial bid for fixed charges quotation per centre.
13. Payment shall be made monthly in arrears on production of Invoice and the attendance sheet operators worked/attended individual ASKs for the month duly certified by the Bank officials, within 30 days.

Annexure XI

Proforma of Bank Guarantee for Contract Performance

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

To :

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

WHEREAS (Name and address of M/sLtd) (hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to **SUPPLY OF UIDAI CERTIFIED MANPOWER FOR AADHAAR SEVA KENDRAS (ASKs)** Contract dated _____ with you (hereinafter referred to as "the CONTRACT")

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein

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

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

Dated this _____ day of _____ 2021.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

Annexure XII

Format for Sending Pre-Bid Queries

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

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

(Signature)

(Name)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure-XIII

Business Rules and Terms & Conditions of Reverse Auction

Reverse Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated.

A) Definitions :

1. "Bank" means Kerala Gramin Bank
2. "Service Provider" means the third party agency / company who has been selected by the Bank for conducting Reverse Auction.
3. "L1" means the Bidder who has quoted lowest price in the Reverse Auction process.
4. "L2" means the Bidder who has quoted second lowest price in the Reverse Auction process.

B) Eligibility of Bidders to participate in Reverse Auction :

1. Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reverse Auction and submit the undertakings as per **Annexure XIII (1)**, can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments there to, will be disqualified from further evaluation / participation in the process of relevant procurement.
2. 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.
3. The Indicative price quoted should be reasonable and realistic. Bank reserves the right to disqualify such bidders, whose indicative prices is more than of 3 times of the successful bid price, in participating in future RFPs of the Bank.

C) Training :

Selected vendors shall coordinate with our Bank/Our Service Provider for getting necessary details and reverse auction demos before commencement of live reverse auction process. Else, bidder not getting the required clarification / demos will do so at his own risk. The service provider for Reverse Auction and their contact details shall be shared with the selected bidders.

D) Reverse Auction Schedule:

1. The date & time of start of Reverse Auction and its duration of time will be informed to the eligible Bidders well in advance before the Reverse Auction date.

2. Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons there for.

E) Bidding Currency:

Bidding will be conducted in Indian Rupees (INR).

F) Start Price (CAP Price):

Bank will determine the Start Price (CAP Price) for Reverse Auction –

1. on its own and / or
2. evaluating the price band information called for separately from each eligible Bidder at appropriate time and / or
3. based on the price bids received and if opened, Bank may determine the start price (CAP Price) on the basis of the lower quote received.

G) Decremental Bid Value :

1. 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 (CAP Price) or both.
2. Bidder is required to quote his bid price only at a decremental value.
3. Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 level of next available lower level .

H) Conduct of Reverse Auction event :

1. 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.
2. Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training/demo to eligible Bidders etc., and finally conduct of Reverse Auction.
3. 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.
4. 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.
5. 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 eligible Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. The format of the agreement is as per the **ANNEXURE–XIII(3)**.

6. Bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.
7. Bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. Bidder/his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned Bidder/his company.
8. Reverse auction will be conducted as per English Reverse Auction with no tie where more than one Bidder cannot have identical bid price.
9. Any bid once made by the Bidder through registered Login ID & Password, the same can not be cancelled. The Bidder is bound to supplies as per the RFP at the bid price of Reverse Auction.
10. Reverse Auction will normally, be for a period of ½ hour (i.e. 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. No. of extension will be unlimited. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.

(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.)

11. Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:
 - 11.1. Opening Price
 - 11.2. Leading / Lowest Bid Price in Auction (only total price)
 - 11.3. Last Bid Price placed by the respective Bidder.
12. During Reverse Auction, if no bid price is received within the specified time, Bank, at its discretion, may decide to revise Start Price (CAP Price) / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

I) Reverse Auction Process:

1. 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.
2. Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder.
3. Successful Bidder has to send e-Mailed scanned copies of duly signed filled-in prescribed format **Annexure-XIII (3)** as provided on case-to-case basis to Bank within 24 hours of

Reverse Auction without fail. The Original signed **Annexure–XIII (2)** should be couriered so as to reach us within 48 hours of Reverse Auction without fail.

4. Any variation between the on-line Reverse Auction bid price and signed 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.
5. Successful 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 3 working days without fail.
6. Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not 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.
7. 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.

J) Bidder's Obligation:

- 1) Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders
- 2) Bidder will not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

K) Change in Business Rules, Terms & Conditions of Reverse Auction:

- 1) Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
- 2) Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.
- 3) Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.

Annexure–XIII (1)

(To be submitted on company letter head by all Bidders participating in Reverse Auction)

To:
Kerala Gramin Bank ,
FI Cell, Head Office,
Malappuram

Date : -----

Acceptance of Reverse Auction Business Rules and Terms & conditions in respect of Tender / RFP Ref. No. _____ Dated _____ For SUPPLY OF UIDAI CERTIFIED MANPOWER FOR AADHAAR SEVA KENDRAS (ASKs)

We refer to the captioned subject and confirm that –

- 1) The undersigned is our authorized representative.
- 2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.
- 3) Bank and Service Provider shall not be liable & responsible in any manner whatsoever for my / 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.
- 4) 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 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.
- 5) I / We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 6) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 7) We will participate in Reverse Auction conducted by _____ (name of Service Provider) and agree to enter into an agreement with him (Service Provider) for making the process of Reverse Auction and its result legally binding on us.
- 8) We will submit duly signed filled-in prescribed format **{Annexure-XIX (2)}** as provided on case-to-case basis, to Bank within 24 hours of end of Reverse Auction without fail.
- 9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 48 hours without fail.

10) 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.

11) We nominate our official Shri _____ Designation _____ of our company to participate in Reverse Auction. We authorize Bank/Service Provider to issue USER ID & PASSWORD to Him/Her. His/Her official e-mail & contact number are as under –

Email :

Mobile:

Signature with company seal :

Name of Authorized Representative :

Designation:

Email :

Mobile :

Tel. No:

Fax No.:

Annexure–XIII (2)

(To be submitted by Successful Bidder of Reverse Auction within 24 hours from the end of Reverse Auction event)

**To:
Kerala Gramin Bank ,
FI Cell, Head Office,
Malappuram**

Date : -----

Sir,

Final / Lowest Bid Price quoted in Reverse held on _____ in respect of Tender / RFP Ref. No. _____ Dated _____ for providing manpower support to Aadhaar Seva Kendras of Kerala Gramin Bank.

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) : _____ (We confirm that - 1) [] We enclose herewith the detailed break-up of above price as per Bill of Material OR [] We undertake to give detailed break-up of above bid price as per Bill of Material within 48 hours from the end-of Reverse Auction event.

2) Any variation between the online 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.

3) We are bound to supply at the above final bid price of Reverse Auction.

4) We note that in case of back out or not supply 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.

Signature with company seal :

Name of Authorized Representative :

Designation:

Email :

Mobile :

Tel. No:

Fax No.:

Annexure-XIII (3): Process Compliance Form

(The Bidders are required to print this on their company's letter head and sign, stamp before submitting/faxing to Service Provider)

To:

(Name & Address of Service Provider – will inform to the bidders in due course)

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for SUPPLY OF UIDAI CERTIFIED MANPOWER FOR AADHAAR SEVA KENDRAS (ASKs) against the RFP/Tender No. _____

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that _____(Bank) and _____(Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform 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.
- 5) 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 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.
- 6) I/we do understand that _____(Service Provider) may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will EMAIL scanned copy of the price confirmation & break up of our quoted price as per **Annexure–XIII (2)** to ficell.kgb@Keralagbank.com as requested by _____(Bank) / _____(Service Provider) within the stipulated time.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,

Signature with company seal Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –