

REQUEST FOR PROPOSAL (RFP) FOR

PROCUREMENT, PERSONALIZATION, DISPATCH, TRACKING AND MANAGEMENT SERVICES OF EMV CHIP DEBIT CARDS

Ref: KGB/DBS/RFP/01/2022 dated 05.02.2022

RFP issued by

Kerala Gramin Bank Digital Banking Services Wing Head Office, AK Road, Malappuram Kerala - 676505

BID SCHEDULE

RFP Number and Date	KGB/DBS/RFP/01/2022 dated 05.02.2022	
Brief Description of the RFP	Vendor selection for Procurement, Personalization, Pin Printing, Dispatch, Tracking and Management Services of EMV Chip Debit. Cards (Contact Cards)	
Bank's Address for Communication	The Assistant General Manager, Kerala Gramin Bank, Information Technology Wing, Head Office, KGB Towers, A K Road, UP Hill, Malappuram, Kerala – 676505 Tel – 9400999071,9400999994 Email: itwing.kgb@keralagbank.com , dbswing@keralagbank.com ,	
Date of Issue	05.02.2022	
Last Date of Submission of Queries for Pre Bid Meeting	Pre-bid queries send to E-mail dbswing@keralagbank.com must reach us on or before 11.02.2022, Friday 3.00 PM Subject of the e-mail should be given as "Pre-bid queries for RFP Ref - KGB/DBS/RFP/01/2022 dated 05.02.2022".	
Date of On-line Pre Bid Meeting	14.02.2022, Monday 3.00 AM. Link will be uploaded in our website on the same day at 10.00 AM.	
Date of publication of responses to Pre Bid queries on website	Pre-bid query response will be published along with Amendments (if any) in our website on 15.02.2022.	
Last Date of Submission of Bids	25.02.2022, Friday up to 3.00 PM	
Date and time of Opening of Part A-Conformity to Eligibility Criteria Bid and Technical Proposal	25.02.2022, Friday 3.30 PM Venue: Kerala Gramin Bank, IT Wing, Head Office, AK Road, Malappuram, Kerala - 676505	
Date and time of opening of Commercial Bid	28-02-2022, Monday 3.30 PM	
Tender Fee(Non-refundable)	Rs.5000.00 (Rupees Five Thousand Only)	
Earnest Money Deposit(Refundable)	Rs.500000 (Rupees Five Lakhs only)	
Other Details	 The bidders must fulfil the Pre-Qualification criteria for being eligible to bid. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on the Bank's corporate website https://www.keralagbank.com/tenders/. No suggestions or queries shall be entertained after pre-bid meeting. 	
This document can be downloaded from following website https://www.keralagbank.com/tenders/ . In that event, the bidders should pay the Tender Fee for tender document by means of DD drawn on any-scheduled commercial bank for the above-mentioned amount in favour of Kerala Gramin Bank, payable at Malappuram and submit the same as mentioned above.		

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 (https://keralagbank.com) and it will become part and parcel of RFP.

Kerala Gramin Bank in its absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFP. Kerala Gramin Bank reserves the right to reject any or all the request of 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.

ABBREVIATIONS

1.	ASCII	American Standard Code for Information Interchange
2.	AMC	Annual Maintenance Charges
3.	BG	Bank Guarantee
4.	ВОМ	Bill of Material.
5.	CST	Central. Sales Tax
6.	DBS Wing	Digital Banking Services Wing
7.	IT	Information Technology Wing
8.	DDP	Digital Devices Procurement
9.	DD	Demand Draft
10.	DES	Data Encryption Standard
11.	DR	Disaster Recovery
12.	HSM	Hardware security module
13.	EMD	Earnest Money Deposit
14.	EMV	Euro, Master and Visa
15.	GST	Goods Services Tax
16.	НО	Head Office
17.	IEC	International Electra technical Commission
18.	LAN	Local Area Network
19.	LBT	Local Body Tax
20.	LC	Local Content
21.	LD	Liquidated Damage
22.	LLP	Limited Liability Partnership
23.	LST	Local Service Tax
24.	MAF	Manufacturer Authorization Form
25.	MCLR	Marginal Cost of Fund Based Lending Rate
26.	NEFT	National Electronic Funds Transfer
27.	NI Act	Negotiable Instruments Act
28.	NPCI	National Payment Corporation of India
29.	NP	Non Personalized
30.	OEM	Original Equipment Manufacturer
31.	OS	Operating System
32.	PCICP	Payment Card Industry Card Personalization
33.	PCI-DSS	Payment Card Industry Data Security Standard
34.	PDI	Pre Delivery Inspection
35.	PERT	Program Evaluation and Review Technique
36.	PIN	Personal Identification Number
37.	POC	Proof of Concept
38.	RFP	Request For Proposal [the term 'Tender' is also used]
39.	RRB	Regional Rural Bank
40.	RTGS	Real Time Gross Settlement
41.	STQC	Standardization Testing and Quality Certification
42.	SI	System Integrator
43.	SLA	Service Level Agreement
44.	TM	Technology Management

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A. INTRODUCTION

1. About Kerala Gramin Bank

KERALA GRAMIN BANK, a body Corporate formed under Regional Rural Bank Act 1976 and is owned by Government of India, Government of Kerala and Canara Bank. It is established in the Year 2013 by amalgamating erstwhile North Malabar Gramin Bank and erstwhile South Malabar Gramin Bank and is having its Head office at KGB Towers, AK Road, Malappuram, Kerala-676505. The Bank is having pan Kerala presence with 634 branches. Bank provides access to over 2,00,000 ATMs across the country for its customers through consortium arrangements. The projected volume of cards to be issued in the next 3 years is about 30 Lakhs. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

2. Definitions

- **2.1.** 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Kerala Gramin Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- **2.2.** 'RFP' means Request for Proposal for Procurement, Personalization, Pin Printing, Dispatch, Tracking and Management Services of EMY Chip Debit Cards (Contact Cards).
- **2.3.** 'Bidder/Service Provider/System Integrator' means an eligible entity/firm submitting the Bid in response to this RFP.
- **2.4.** 'Bid' means the written reply or submission of response to this RFP.
- **2.5.** 'The Contract' means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- **2.6.** 'Successful Bidder/ L1 bidder' means the Bidder who has given the (Lowest quote after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP, etc.
- **2.7.** 'Supply' means supply of Debit cards, stationery and MIS as per the specifications mentioned in this RFP.
- **2.8.** "Commercial Bid" also refers to Price bid.
- **2.9.** 'The Services' means those services relating to the Procuring, Processing and Personalization of Debit Cards and other such obligations of the Vendor covered under the Contract.
- **2.10.** 'Debit Card' is a plastic payment card allowing the holder to transfer money electronically from their bank account.
- **2.11.** 'NFC- Near Field Communication' is a wireless technology that allows a device to collect and interpret data from another closely located NFC device or CARD. NFC cards are passive devices that store that can be retrieved by active NFC devices.
- **2.12.** 'EMV' is a global standard for credit and debit payment cards based on chip cai d technology" taking its name from the card schemes of Europay, Mastercard and Visa the original card schemes that developed it. The standard covers the processing of credit

and debit card payments using a card that contain a microprocessor chip and magstripe.

3. About RFP

The Bank intends to provide Rupay EMV Chip Debit Cards (Contact Cards) for customers of the Bank. The Bank proposes to select vendors who can provide end to end solution for Procurement, Personalization, Dispatch and Tracking of EMV Chip Debit Cards for a period of three years. In this connection, Bank invites sealed offers ('Eligibility', 'Technical Proposal' and 'Commercial Bid') from vendors for Procurement, Personalization, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact Cards) as per the Terms b Conditions, Eligibility Criteria, Technical Specifications and Scope of Work described elsewhere in this document. The Bank intends to provide Rupay EMV Chip Debit Cards (Contact Cards) for customers

4. Eligibility Criteria:

Interested Bidders, who has end to end solution for Procurement, Personalization, Dispatch, Tracking and Management Services of E MV Chip Debit Cards (Contact cards) and meeting the Eligibility Criteria mentioned in ANNEXURE-2 may respond to this RFP.

5. Participation Methodology:

In this tender, the Bidder must be the Principal itself i.e. the Bidder cannot employ any agency to bid on its behalf. 'Principal' means any independent Indian company or subsidiary of an Indian/foreign company. If the Bidder is a subsidiary, the Bidder should disclose their Indian/Foreign parent companies.

The Bidder should not submit multiple bids through their subsidiaries. In other words, multiple Bidders should not have the same parent company.

6. Requirement Details:

This tender consists of following requirements:

6.1. Card Quantity

The debit card requirement (EMV contact) projections for financial year 2022-23 are as under:

FY 2022-23	Total
10 Lakhs	10 Lakhs

Note:

- **1.** The above mentioned quantity may vary according to the actual requirements during the period.
- **2.** These are projections only and are in no way a commitment from the Bank.
- **3.** There may be upward and downward variations in projected quantities.

6.2. Card Variants & Personalization Type

No	Card Type	Quantity (%)	Personalization type
1	EMV Contact Cards	100 %	Embossing/Indenting/Thermal

Note:

- 1. All cards should invariably conform to the technical specifications in ANNEXURE-9.
- 2. The Bank may also call for a supply of Bilingual cards as and when the need arises to comply with regulatory guidelines, which shall not be additionally chargeable.
- 3. Any debit card requirements arising out of merger with any other banks will come under the scope of this RFP and would not be additionally chargeable.

6.3. Card Networks

- **1.** Currently Bank is supplying cards pertaining to Rupay network only. As per this RFP, the bidder is required to procure, personalize and supply different variants of cards pertaining to these network.
- **2.** In the future, Bank may tie up with other card networks. The card requirements arising out of any future tie up will also fall under the scope of this BFP.

6.4. Stationery Items and Specifications:

Detailed description of all stationary items and their specifications are enumerated in ANNEXURE-10

All stationery items need to be duly pre-approved by the Bank and must conform to the specifications defined by the Bank. Specification of the stationary items may be modified only by the Bank at its discretion. In such case, the changes would be communicated to the bidder in writing.

7. Scope of Work

The following activities are to be carried out: by the bidder strictly in conformity with the guidelines laid down by Bank as well as NPCI (RuPay).

7.1 Procurement of Cards b Card Stock Maintenance

- **7.1.1** Bidder should manufacture/procure blank Debit cards as per specifications approved by the Bank. (Specification in ANNEXURE-9)
- **7.1.2** Card section of the Bank will place indent for various card types based on its requirement. The bidder shall co-ordinate with the Bank as well as the Card network for attaining the required artwork approvals/certifications.
- 7.1.3 Upon approval card plastic for each card variant shall be procured ans stocked at bidders premises with reqired security/insurance with in four weeks of placing the intend. In case of emerency intents the bidder should have spare capacities available or should be ale to create such capacities in a reasonable time to full fill the requirement.
- **7.1.4** The bidder should inform the bank regarding the stock position on a weekly basis. If any card stock is running low, the bidder should alert the Bank well in advance to avoid a stock-out situation. The stock shall be kept in a safe & secure environment with all the security measures in place. The stock shall be insured for full value at bidders cost and copy of insurance policy to be provided to Bank.
- **7.1.5** All hardware / software / miscellaneous items / consumables / equipments, required licenses, AMC, card network certifications etc. as well as manpower required for executing the work specified need to be managed by the bidder at its own cost.

7.2 Card Personalization

- **7.2.1** Bidder has to supply both personalized and non-personalized debit cards to the Bank. Non Personalised (NP) card is a normal debit card without name of the customer printed/embossed on the card. A personalised debit card will contain the name of the customer.
- 7.2.2 Bidder must have the capability to personalise minimum 30000 cards per day exclusively for our Bank as per specifications approved by the Bank and card network. The said count is inclusive of both EMV contact cards. This is an indicative value and is in no way a commitment from the Bank. Shift in volumes between EMV Contact card is possible due to changes in various guidelines. The embossing data will be provided by the Bank in encrypted format. The same needs to be processed and dispatched within 48 hours of receipt of data. This timeline is inclusive of Sundays and holidays.
- **7.2.3** Bank expects the L1 vendor to personalize cards on Bank premises if the requirement arises. The quantity shall not exceed 10% of the quantity allotted to the vendor.
- **7.2.4** Should be able to integrate their solution with the Card Management System of the Bank.
- 7.2.5 There may also be occasions of heavy variations during the contract period, both upward and downward for short or prolonged period. Bidders should be ready to accept such challenges. The Bidder should have spare capacities available or should be able to create such capacities in a reasonable time to the satisfaction of the bank for meeting upward surge in volumes.
- **7.2.6** All hardware / software / miscellaneous items / consumables / equipment's, required licenses, AMC etc. as well as manpower required for executing the work specified need to be managed by the bidder at its own cost.

7.3 Packing and Dispatch of Debit Cards

- **7.3.1** Bidder must arrange facility and personnel for packing of Card kits at their premises and should put in place necessary measures for the timely dispatch of the cards along with the required collaterals.
- **7.3.2** The debit cards shall be packed along with stationary materials stipulated by the Bank. The Bank reserves the right to add further stationary materials (Eg. Brouchers, leaflets etc) to the existing card kit chargeable at mutually agreed rates. Additional insertions will vary as per the requirement of the Bank from time to time.
- **7.3.3** The debit cards shall be packed along with stationary materials stipulated by the Bank and shall be dispatched to destinations intimated by the bank. The destinations can be Branches or Customer address. Stationary materials may vary for different variant of cards. Bidder should make sure that the correct stationary gets dispatched for a particular card variant.
- **7.3.4** Bidder should have an automated process for pasting the cards on the face of their corresponding Welcome Letter which ensures that the CVV number is not visible.
- **7.3.5** Bidder must print froth dispatch and return address on the address label and paste the same on the envelope for dispatch. The dispatch and return locations may vary for different card variants. The details will be provided to the successful and the same will be subject to change in case of revision of Bank policies.
- 7.3.6 The Debit card consignments must be handed over to Speed Post / designated courier acceptable to or approved by the Bank, within 48 hours of receipt of data from the Bank. This timeline is inclusive of Sundays and holidays. The only exclusion permitted for this timeline will be during India Post holidays. The postal/courier cost will be borne by the Bank. Any discounts extended by speed post/courier must be

passed on to the Bank.

- 7.3.7 Non-personalized debit cards will be dispatched to Branches in bulk. In such cases, along with regular stationary, the Bidder should include the list of cards present in each card packet. Date security standards should be maintained while furnishing the card numbers.
- **7.3.8** Bidder should have Dispatch Management Software to maintain the dispatch & fulfilment details of cards.
- **7.3.9** Bidder should maintain the records of the cards personalized and dispatched to various destinations / branches, including details of card serial number, postal receipt no, Proof of Delivery(POD), card returned if any, etc. The bidder should be able to provide the Bank with the required details in any format required / specified by the 8ank.
- **7.3.10** Bidder must necessarily provide the Dispatch Reports in the format specified by the Bank within 24 hours of dispatch.
- **7.3.11** Disputes regarding dispatch / delivery of cards shall be handled and resolved by the bidder.

7.4 Consignment Return Management

- **7.4.1** The bidder will dispatch the cards from their facility directly to our customers or to our Branches. In case of dispatch to customers, the return address will be of the Branch where the customer holds his account. In this case, the Branch will take care of the returned consignment.
- **7.4.2** In case of cards dispatched to Branches, the return address shall be of Banks Card section. As for pin mailer dispatch, the Bidder shall dispatch the same from Bank's Card Section to our Branches and the return address shall be of Card section. In both these cases, the undelivered consignments will return to Card Section.
- **7.4.3**The bidder has to process, re-pack and re-dispatch the returned consignment. Required manpower 6 Dispatch Management Software shall be provided by the Bidder at Bank's Card Section premises. The bidder shall maintain a proper record of such returns with specific reasons and ensure immediate re-dispatch of these cards / consignments after remedial measures are complied with in consultation with and as per 'the instruction of the Bank. In all cases where reasons for return are attributed to the bidder, further re-packing and re-dispatch charges including postage/courier shall be borne by the bidder.

7.5 Data Security

- **7.5.1** Bidder must have a setup to receive the encrypted data through a secured FTP channel or any other secure mode stipulated by the Bank.
- **7.5.2** Keys for encryption/Digital Signature should be securely kept and all Security measures should be followed.
- 7.5.3 After personalization of cards, the bidder must have a mechanism in place to ensure that the embossing files are deleted as per the extant policy of the Bank communicated from time to time. Bidder must destroy rejected cards under camera surveillance and must retain the backup of the CCTV recording for a period of minimum 90 days.
- **7.5.4** The bidder must build adequate safeguards to ensure that the information / documents / records / assets of the Bank are maintained in a way that the same are safe and there is no co-mingling cf similar information with other organizations to which it: may be providing services.
- **7.5.5** The bidder must ensure and confirm due diligence /KYC/Physical verification of its own as well as the employees of its service providers/sub-contractors and must he

able to provide documentary evidence for tile same if requested by the Bank.

- **7.5.6** The vendor- should maintain at least 90 days recording of the CCTV footage of their actions for verification by Bank or its authorized representatives
- **7.5.7** The bidder shall ensure preservation of all documents / data / video surveillance in accordance with all legal / regulatory obligations.

7.6 Stationary Management

- **7.6.1** Bidder must supply the stationery items required as per the specifications in ANNEXURE-10. The specifications are subject to change in the future as per the requirements of the Bank and any additional charges shall be mutually agreeable.
- **7.6.2** The bidder must ensure proper supply of stationery items and maintain the stock position of the stationery items at their end
- **7.6.3** The Bidder must assess the stock needed before hand and maintain adequate inventory of raw materials to ensure that supply of cards and stationery is uninterrupted.

7.7 Quality Control

7.7.1 Bidders must ensure that the technical and physical characteristics of the cards supplied to the Bank must conform to the international standards as laid down vide the guidelines issued under ISO/IEC 7816 (Contact Cards). Specification of cards are available in ANNEXURE-9

Note: The Bank would have the discretion of carrying out a random-sample test checking (Peel Test, Bend Test, Torsion Test, Corner bend Test and any other type of test related to card quality) of the cards being supplied to ascertain their quality. Test checking of Cards by the Bank may be carried out at a premise of its choice, including the premises of the bidder, at any interval it deems fit, where the quality of the cards may be checked according to the international Test Methods specified under ISO / IEC 10373 -1.Bank reserves the right to conduct testing quality of cards through outside agencies at periodic intervals as per the discretion of the Bank. In case the cards are not meeting the required standards during the testing process, entire lot of such cards shall be replaced by the vendor at their cost and Bank has absolute discretion to cancel the contract of such erring vendors besides adjusting the security deposit.

7.8 Manpower Supply and Invoicing

- **7.8.1** Vendor must allocate sufficient manpower to meet the requirements of the Bank. The cost of manpower for all the activities specified may be taken into account while quoting for the same. No separate payment shall be made towards cost of manpower.
- **7.8.2** Invoices shall be raised on a monthly basis for all items supplied and Services rendered.
- **7.8.3** Invoice/Bill for- all items (cards, stationary etc.) and services shall be inclusive of all applicable taxes. Applicable tax rates for different items/services should be mentioned separately and should not be clubbed together.

B. BID PROCESS

8. Bid Document & Cost

- **8.1** This document is available for download at the Bank's website under the url https://kealagbank.com/tenders. In the event of participating in the bid, the bidders should pay the Application fee (Rs.2,000 + applicable GST) for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Kerala Gramin Bank, payable at Malappuram. The application fee is non-refundable.
- **8.2** The DD shall be enclosed along with the Part-A documents (Eligibility Conformity) and non-submission of the DD along with Part A documents shall be grounds for rejection of the Bid.
- **8.3** The Bidder shall bear all costs associated with the preparation and submission of the Bid and Bank will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the Bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

9. Clarification to RFP and Pre-Bid Queries

- **9.1** The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The clarifications sought shall be in writing (as per the format provided in APPENDIX-G) in the same serial order of that of the RFP document and relevant page member and clause shall be mentioned. The queries shall be sent by Email to "itwing.kgb@keralagbank.com".
- **9.2** All pre-hid queries shall be addressed to the General Manager, DBS Wing, Head Office, Malppuram and the same needs to be submitted by the prospective Bidders before 03:00 PM on 11.02.2022.
- **9.3** All clarification requests and queries shall be given in writing and no oral or individual consultation will be entertained.
- **9.4** Queries/clarification requests received after the specified deadline will he omitted from the pre bid meeting.

10. Pre-Bid meeting

- 10.1 An online pre bid meeting of the prospective bidders will be held as per Bid schedule stated above in the RFP to clarify any query /clarification requests raised by them in respect of this RFP. No separate communication shall be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of this RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of prospective bidders shall be present during the scheduled time. In this connection, Bank will allow a maximum of 2 representatives from each Bidder to participate in the pre bid meeting
- **10.2** Bank has the discretion to consider or ignore any other queries (other than already submitted queries) raised by the bidder's representative during the pre- bid meeting.
- **10.3** Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre bid meeting to reply to the technical queries of the Bidders in the meeting.
- 10.4 The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies lor the queries shall be made available in the Bank's website and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the prospective bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and

parcel of the RFP and it will be binding on the bidders.

- 10.5 It may however be noted that non-receipt of reply to any query raised by any of the Bidders shall not be accepted as a valid reason for non-submission of Bid. In addition, non-reply to any query does not imply that the Bidders interpretation of the point in question shall be accepted by the Bank.
- **10.6** No queries/ clarifications shall be entertained from the bidders after the pre-bid meeting.

11. Amendment to Bidding Document

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

12. Bid System

Bid shall have the following 3 (Three) parts:

- **Part-A Eligibility Conformity:** Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per APPENDIX-A.
- **Part-B Technical Proposal:** indicating the response to the Technical and Functional requirement specification for Procurement, Personalization, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact). The format for submission of Technical Proposal is as per APPENDIX-B.
- **Part-C Commercial Bid:** furnishing all relevant information required as per Bill of Material (ANNEXURE- 14). The format for submission of Commercial bid is as per APPENDIX-C.

13. Preparation of Bids:

- 13.1 The Bid shall be typed in English language with font size of 12 in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person/persons shall sign (full signature) on all pages of the Bids, except for un-amended printed literature.
- 13.2 The three parts as stated in point 12, should be placed in three separate envelopes super scribed respectively with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' and properly closed and sealed. Thereafter, all the three envelops shall be placed inside another envelope and properly closed and sealed. The final envelope should be super scribed with "KGB/DBS/RFP 01/2022 dated 05.02.2022. Enclosed: (separately sealed Conformity to Eligibility Criteria, Technical Proposal and Commercial Bid)" on the top of the envelope.
- 13.3 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 will be liable for rejection.
- **13.4** All the envelopes shall bear the name and complete postal address of the bidder,

RFP No. and the authority to which the Bid is submitted.

13.5 Part A: Conformity to Eligibility Criteria:

- **13.5.1** Conformity to Eligibility Criteria should be submitted as per the instructions in APPENDIX-A. Before submitting the bid, the bidder s should ensure that they conform to the eligibility criteria as stated in Eligibility Criteria (APPENDIX-2) of this RFP. Only after satisfying their selves of the eligibility, the offer should be submitted.
- **13.5.2** Relevant documentation (certificates/undertakings/declaration) shall be submitted by the Bidders to validate their claim of conformity to eligibility criteria.
- 13.5.3 Along with Conformity to Eligibility Criteria (ANNEXURE-2), Bidder must. Submit DD (Application Fee) and EMD/ Bank Guarantee (BG format as in APPENDIX E) in lieu of EMD. Bank Guarantee may be obtained from any of the Scheduled Banks. The Conformity to Eligibilty criteria sould be complete in all respects and should contain all information sought as per APPENDIX A
- 13.5.4 After ensuring the above, all documents shall be placed inside an envelope and sealed. The envelop shall be super scribed on the top with "Part A: DBS Wing RFP 01/2022 dated 05.02.2019 Conformity to Eligibitity Criteria". The envelope shall bear the name and complete postal address of the Bidder, RFP No. and the authority to whom the Bid is submitted. The envelope should be properly sealed and any envelope found unsealed will lead to disqualification of the Bidder.

13.6 Part B-Technical Proposal:

- **13.6.1** Technical Proposal should be submitted as per the instructions in APPENDIX-B. Relevant technical (details and documentation (certificates/undertakings/declaration) should be provided along with Technical Proposal.
- **13.6.2** It is mandatory to provide the technical proposal required by the Bank as per the exact technical specifications mentioned in ANNEXURE-9 of this tender.
- **13.6.3** The offer may not be evaluated and rejected by the Bank without any further reference in case of non-adherence to the format or partial (submission of technical information.
- 13.6.4 If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
- **13.6.5** The Bank shall (not allow / permit changes in the technical specifications once it is submitted.
- **13.6.6** The relevant product information, brand, 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.
- 13.6.7 The Technical Proposal should be complete in all respects and contain all information sought for, as per APPENDIX-B. Masked 'Bill of Material' must be attached in Technical Offer and should not contain any price information (Price fields to be marked with 'X'). Here, 'Masked' means that there should not be any prices mentioned in the Bill of Materials. All the price fields should be marked with a 'X'. The Part B-Technical Proposal should be complete and should cover all products and services.
- 13.6.8 The Technical Proposal is to be sealed in a separate Envelope with "Part B:

KGB/DBS/RFP 01/2022 dated 05.02.2022- Technical Proposal" to be super scribed on the top of the cover. The envelope shall bear the name and complete postal address of the Bidder, RFP No. and the authority to whom the Bid is submitted. The envelope should be properly sealed and any envelope found unseated will lead to disqualification of the Bidder.

13.7 Part C - Commercial Bid

- **13.7.1** Commercial Bid shall be submitted as per the Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per ANNEXURE-14. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
- 13.7.2 Under no circumstances the duly filled Commercial Bid (Bill of Materials) should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of duly filled Commercial Bid In Part A (i.e. Conformity to Eligibility Criteria) and Part B (i.e. Technical Proposal) covers will make bid liable for rejection.
- 13.7.3 The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (Price fields to be marked with 'X'). Technical Proposal without masked Bill of Materials will be liable for rejection. Any change in the Bill of Material format may render the bid liable for rejection.
- **13.7.4** Bidder must take extreme 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.
- **13.7.5** 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.
- 13.7.6 The Commercial Bid is to be sealed in a separate Envelope with "PART-C: DBS Wing RFP 01/2022 dated 05.02.2022 Commercial Bid" super scribed on top of the cover. The envelope shall bear the name and complete postal address of the Bidder, RFP No. and the authority to whom the Bid is submitted. The envelope should be properly sealed and any envelope found unseated will lead to disqualification of the Bidder.

14. Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD:

- 14.1 The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs.500000/- (Rupees Five Lakh Only) by way of Bank Guarantee or Demand Draft drawn on any scheduled bank in favour of Kerala Gramin Bank payable at Malappuram and should be kept along with the Part-A conformity to Eligibility Criteria.
- 14.2 In Case the EMD is submitted in the form of bank Guarantee the same should be valid for a minimum period of 6 Months with a claim period of 3 months from the last date for submission of offer. The format: for submission of EMD in the form of Bank Guarantee is as per APPENDIX-E.
- **14.3** Submission of EMD in other than Part: A Conformity to Eligibility Criteria Envelope is liable to be rejected on grounds of non-submission of EMD.
- **14.4** The EMD of the unqualified Bidders will be returned within 15 days after opening the commercial bid.
- **14.5** The EMD of the successful bidders will be returned upon the selected bidder signing

the Contract (SLA) and submitting a security deposit/performance guarantee amounting to 3% of the total contract value.

- 14.6 The EMD may be forfeited if,
 - **14.6.1** The bidder withdraws or amends the bid during the bidding period specified in this RFP.
 - **14.6.2** The selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

15. 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.

16. Costs and Currency:

The offer must be made in Indian Rupees only as per Bill of Material format in ANNEXURE-14.

17. Erasures or Alterations:

The Offers containing erasures or alterations or overwriting is liable to be rejected. There should be no hand-written material, corrections or alterations or over-writings 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.

18. Assumptions/Presumptions/Modifications:

The Bank would like Lo explicitly state that any assumption, presumptions, modification of terms and 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, modification of terms and 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.

19. Submission of Bids:

- **19.1** The Name and address of the Bidder, RFP No. and Due Date of the REP are to be specifically mentioned on the Top of the envelope containing bid.
- 19.2 The bid/s, properly super scribed in the manner prescribed in Preparation of Bids (clause 13) and containing all documents of this RFP should be deposited in the Tender Box at the Place, Venue, Date and Time mentioned as per the Bid Schedule stated above.
- 19.3 If the last day of submission of the bids is declared as a holiday by NI act by the government subsequent to issuance of this RFP the next working day deemed to be the last day for submission of the bid. The bid/s which is/are deposited after the said date and time shall not be considered.
- **19.4** Bids sent through post/courier will not be accepted /evaluated, even though the same is delivered at Office by Postal Dept./courier agency. No bid documents will be accepted directly.

- 19.5 The name and address of the bidder and due date of the RFP are to be specifically mentioned on the Lop of the envelope. If the envelopes containing bid documents, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- 19.6 The information and documents provided by the bidders in response to this RFP will become the property of the Bank and will not be returned. Only the Bank Guarantee (EMD) will be returned in case of unsuccessful bidders.
- **19.7** The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents:

First Official	Alternate Official
Chief Manager	Assistant General Manager
Digital Banking Services Wing,	Kerala Gramin Bank, IT Wing, Head Office,
Kerala Gramin Bank, KGB	KGB Towers, A K Road, Malappuram,
Towers,Pallikunu,Kannr-670004	Kerala - 676505.
Mob:9400999040	<i>Tel: 0483</i> 2736375
Email:	Mob: 9400999994
dbswing@keralagbank.com	E-mail: itwing.kgb@keralagbank.com

20. Bid Opening:

20.1 The Part A- Conformity to Eligibility Criteria shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per Bid Schedule stated above.

Bidder's representative may be present at venue well in time along with an authorization letter for each bid opening under this RFP. The authorization letter format is as per **APPENDIX F.**

Note: Authorization letter issued by the bidder should be carried in person and shall not be placed inside any of the bid covers.

- **20.2** Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- **20.3** The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then bids will be opened at the previously specified time on the very next working day.
- **20.4** The following details will be announced at the time of bid opening.
 - **20.4.1** Bidders name.
 - **20.4.2** Such other details as the Bank at its discretion may consider appropriate.
- **20.5** If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Bids in their absence.
- 20.6 The Part A-Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on the Eligibility Criteria stipulated in RFP document. The Part B-Technical Proposal of only those bidders who qualified in Part A- Conformity to Eligibility Criteria will be opened with due communication by the bank. The Commercial Bid of only those bidders who qualified in Part-B Technical Proposal will be reckoned for evaluation process.

C. SELECTION OF BIDDER

21. Preliminary Scrutiny:

- 21.1 The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- **21.2** Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.
- 21.3 Once the Bid is opened, the Bank will scrutinize whether all envelopes (Part A, Part B Part C) are in sealed state. Any envelope found in an unsealed condition will lead to immediate disqualification of the Bidder and the decision of the Bank on this matter will be final.

22. Evaluation of Bid:

- **22.1** Part-A Conformity to Eligibility Criteria submitted by the bidder will be evaluated first. The Part B-Technical Proposal of only those bidders, who qualified in Part-A Conformity to Eligibility Criteria, will be evaluated. The Commercial Bid of only those bidders who qualified in Part-B Technical Proposal will be reckoned for evaluation purpose.
- 22.2 Bank will scrutinize the bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- 22.3 The Bid will be evaluated by a Committee of officers of the Bank. Matrix for technical evaluation of bid is enumerated in APPENDIX-I. The parameters furnished in the said appendix is not exhaustive and there may be further additions/deletions at the discretion of the Bank. Based on the evaluation matrix as per APPENDIX-I, each Bidder will be given marks by the Bank team based on demo/presentation/site visit. Only those Bidders scoring minimum 60 % of the technical evaluation and fulfilling the Terms and Conditions of the RFP will be short-listed for commercial evaluation.
- **22.4** 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.

23. Clarification Of Offers:

- 23.1 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.
- 23.2 The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to minor non-conformity' is final and the waiver shalt be binding on all the bidders and the Bank reserves the right for such waivers.

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

24.1 The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in Part B -Technical Proposal based on the technical bids submitted to make an evaluation. This exercise will be

- undertaken before opening of the Commercial Bids of the technically qualified responsive Bidders.
- 24.2 Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/principals/ R&D laps. The Bank at its discretion, as a part of the technical evaluation may request either alt bidders or any of the\ to arrange for- the demonstration/ evaluation of their product in any of the testing Labs, mere than once if felt necessary before commercial evaluation.
- **24.3** Bidders should arrange for visits to the reference sites and demonstrate the features and performance to the Bank at their own cost. The Bank may require onsite reference visit or a telephonic conversation with the concerned.
- 24.4 All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its consultants, if any.
- 24.5 Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

25. Normalization of Bids:

- 25.1 The Bank may, at its sole discretion, 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 such normalization has a bearing on the price bids; the Bank may at its discretion ask 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;
 - **25.1.1** Incremental bid submission in part of the requested clarification by the Bank

OR

- **25.1.2** Revised submissions of the entire bid as a whole
- 25.2 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.
- **25.3** The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

26. Intimation to Qualified Bidders:

After each stage of the Bid process (Part A, Part B, Part C), the names of the qualified bidders would be announced on the Notice Board or in our Website. Only shortlisted bidders can participate in the next stage of the bidding process if any. Final list of the bidders (L1, L2, L3 etc.,) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

27. Correction Of Error In Commercial Bid

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

- **27.1** Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 27.2 If there is discrepancy between the unit price and total price, the unit price shall

prevail and the total price shall be corrected accordingly.

- **27.3** If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 27.4 If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material.
- 27.5 If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- **27.6** If the bidder does not accept the correction of errors, the hid will be rejected.

28. Determination of L1 Price:

- **28.1** L 1 Price will be determined after giving effect to arithmetical correction, if any.
- **28.2** The L-1 bidder will be determined on the basis of lowest Total Cost quoted in the Bill of Material (ANNEXURE-13).
- 28.3 However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 28.4 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
- **28.5** 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.

D. PURCHASE PREFERENCE

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

29. Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-330D4/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines.

- **29.1** MSEs should provide proof of their being registered as MSE (indicating the Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 29.1.1 District Industries Centres or
 - 29.1.2 Khadi & Village Industries Commission or
 - 29.1.3 Khadi & Village Industries Board or
 - 29.1.4 Coil Board or National Small Industries Corporation or
 - 29.1.5 Director ate of Handicrafts & Handloom or

- **29.1.6** Any other body specified by the Ministry of Micro, Small 6. Medium Enterprises.
- 29.1.7 For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of USE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e. f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 29.2 MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 20% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 20% quantity is to be distributed proportionately among these Bidders.
- **29.3** MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.
- 29.4 The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.
- 29.5 Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Kerala Gramin Bank as per Form PP-B.
- **29.6** The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSKs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- **29.7** The details are available on web site <u>dcmsme.gov.in.</u> Interested vendors are requested to go through the same for details.

30. Startup

- **30.1** Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- **30.2** As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups, whether Micro & Small Enterprises (MSEs) or otherwise, subject to meeting of the quality and technical specifications specified in tender document.
- **30.3** Further, the Startups are also exempted from submission of Tender Fee and EMDs.
- **30.4** For availing the relaxations, bidder is required to submit Requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified fry the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- **30.5** Bidder has to submit as self-declaration accepting that: if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Kerala Gramin Bank as per Form PP-B.

31. Procurement through local suppliers (Make in India)

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PF (BE-II) dated 28.05.2018 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

- **31.1** "Local Supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the competent Ministries / Departments in pursuance of the aforesaid order.
- The minimum local content shall be 50% in general (unless otherwise prescribed by the Nodal Ministry) and the margin of purchase preference shall be 20%.
- **31.3** For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:
 - **31.3.1** In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and focal competition, and where the estimated value of procurement is Rs.50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of goods or services or works is more than Rs.50 lakhs, the provisions of sub-paragraph 31.3.2 or 31.3.3, as the case may be, shall apply;
 - **31.3.2** In the procurements of goods or works which are not covered by paragraph 31.3.1 and which are divisible in nature, the following procedure shall be followed:
 - **31.3.2.1** Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1
 - 31.3.2.2 If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case, some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - **31.3.3** In procurement of goods or works not covered by sub-paragraph 31.3.1 and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - **31.3.3.1** Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - **31.3.3.2** If L1 bid is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching L1 price.
 - **31.3.3.3** In case such lowest eligible local supplier fails to match the L1 price,

the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

- **31.4** Purchase preference for domestic manufacturer / local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines / Notifications. The Guidelines may be treated as an integral part of the tender documents.
- 31.5 The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.
- 31.6 The Bidder quoting value upto Rs. 10 Crore shall be required to provide self-certification (as per Form PP-C) along with the bid that the item offered meets the minimum local content in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers. Bidder has to provide the value & percentage of the local content in price bids.
- 31.7 If Bidder is quoting more than Rs.10 Crore in their Commercial Proposal, then Bidder has to submit a certificate (as per Form PP-D) from statutory auditor of the company (in case bidder is a company) or from a practicing Cost Accountant or practicing Charted Accountant (in case bidder is not a company) along with his bid in terms of para9 (a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder has to provide the value & percentage of the local content in price bids.
- **31.8** False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h)of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for upto two years as per Rule(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- **31.9** All the relevant documents / information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information / documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and

31.10 Ministry of Electronics and Information Technology (MEITY):

In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has notified ten (10) electronic products vide reference F.No.33(1)/2017-IPHW dated14.09.2017.

- **31.10.1** Domestic Manufacturers are required to indicate the domestic value addition / Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer / local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in MEITY Form-1.
- **31.10.2** For the purpose of Preference to Make in India, "Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum 70% local content (as per MEITY Notification No. F.No.33(1)/2017-IPHW of Gol.
- 31.11 Kerala Gramin Bank shall also have the authority to audit as well as witness

production processes to certify the achievement of the requisite local content and / or to obtain complete back up calculation.

- **31.12** In case a bidder is eligible to seek benefit under Purchase PPLC policy as well as PPP for MSE2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form PP-A. The option once exercised cannot be modified subsequently.
- **31.13** Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.
- **31.14** In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security / EMD shall continue to be available to MSE Bidders
- **31.15** For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e.,PP-LC-2017 or PPP-2012 will be considered), the precedence shall be in the following order:
 - **31.15.1** Public Procurement Policy for MSE2012.
 - **31.15.2** Purchase Preference linked with Local Content (PP-LC).

E. OWNERSHIP & AWARDING OF CONTRACT

32. Bid Validity Period:

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

33. Proposal Ownership:

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is central to the evaluation and selection process, it is important that the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices / Annexures to this RFP shall form integral part of the RFP.

34. Project Ownership

- **34.1** As required in this RFP, the Bidder should have their own card personalization bureau and the entire ownership of the project / solution shall rest on the Bidder.
- **34.2** If the Bidder is having own card manufacturing facility, Bidder has to submit the undertaking letter taking ownership of the project execution as per ANNEXURE- 12.
- 34.3 If the bidder is not having their own card manufacturing facility and is having arrangement with third parties for base card supply, bidder shall furnish the details of the parties involved in ANNEXURE-12 and also submit ownership certificate (ANNEXURE-13) from the third parties mentioning their consent and assurance for uninterrupted and timely supply of base cards.

35. Acceptance of Offer

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

- **35.2** The Bank will not be obliged to meet and have discussions with any bidder and / or to entertain any representations in this regard.
- **35.3** The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications.
- **35.4** The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify / withdraw the tender.

36. Right to Alter Quantities

- **36.1** Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender or prevailing rate at that time of order whichever is lower within the scope of the current Bid.
- **36.2** Bank expects the L1 vendor to personalize cards on Bank premises if the requirement arises. The quantity shall not exceed 10% of the quantity allotted to the vendor.

37. Award of Contract:

- **37.1** The bidder who has quoted the lowest Total Cost of Ownership (TCO) will be declared as L1 Bidder, further the Bidder who has quoted the second lowest will be declared as L2 Bidder and in the same way L3, L4, so on.
- 37.2 As Bank is intending to select two service providers, Bank will give the opportunity to L2 Bidder to match the price of L1 Bidder and to share the services to be provided to Kerala Gramin Bank. If L2 Bidder match the Prices of L1, then Bank will enter into contracts with all 2 separately by placing order and signing the agreement with them. If L2 Bidder does not match the price of L1 then the opportunity for matching the L1 price will be given to L3, L4 and so on and same procedure will follow. The second and Bidder who has accepted the price of L1 will be called selected bidder along with the L1 Bidder.
- 37.3 Contract period shall be for 1 year from the date of acceptance of Order. Bank reserves the right to extend the contract for a further period of 1 year on the same terms of the Bid. In case of extension of contract, the validity and claim period of the security deposit / performance guarantee shall also be extended by the Bidder. The defect liability period of 6 months will be applicable after completion of the additional 1 year.
- 37.4 The Bank, at its sole discretion, may consider dividing the work among the selected bidders in the proportion of 70:30, where the L1 bidder would be awarded 70% of the work, L2 bidder 30%. Bank may release the order either in full or in part or place more than one order towards the contract based on project plan.
- **37.5** If only one Bidder matches the Prices of L1, then Bank will enter into contract with two Bidders (with L1 and the only Bidder matching the L1 Price) separately by placing order and signing agreement with them. In this case, work allotment will be in the ratio of 70:30 among L1 and 2nd selected Bidder respectively.
- **37.6** If none of the bidder matches the L1 price, Bank reserves the right to place order on L1 bidder only. Bank at its discretion may float the RFP in future to select more vendors.
- 37.7 Bank has discretion to alter the ratio of work distribution among the selected

bidders, without prejudice to any other clause contained in this bid, in case delay in supply and / quality in cards are observed on the part of any vendor if the selected bidder is

- 37.7.1 Unable to meet the timelines
- **37.7.2** Has any production related problems
- **37.7.3** In case of additional urgent requirements / exigencies, if so warranted.
- **37.7.4** If contract with any of the vendors' is terminated
- **37.7.5** On the happening of any unforeseen circumstances
- **37.8** The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or quantified 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.
- **37.9** Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- **37.10** The period of contract shall commence from the date of execution of the contract by the bidder till the successful completion of the solution.

F. TERMS AND STIPULATIONS

38. Effective Date

The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

39. Project Execution

The Bank and the selected bidder shall nominate a Project Manager reach immediately on acceptance of the order, who shall be the single point of contact for the project at Malappuram. However, for escalation purpose, details of other persons shall also be given.

40. Execution of Agreement

- a. Within 15 days from the date of acceptance of the order, the selected bidder shall sign a stamped "Contract Agreement" with the Bank at the time, place and in the format prescribed by the Bank and also Non-Disclosure Agreement (NDA). Failure to execute the Contract Agreement and NDA makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- b. The Contract Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Contract shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The contract shall be valid till all contractual obligations are fulfilled.
- c. Bank reserves the right to select the next ranked bidder and forfeit EMD, if the selected bidder does not accept the Purchase Order or withdraws his proposal after selection or at the time of finalization of the contractor is disqualified on detection of wrong or misleading information in the offer.

41. Basic aspects of Pre Production Approval

- a. The purchase order (PO) for card procurement will be issued by Card Section, DBS Wing, Kerala Gramin Bank HO. The bidder, upon receipt of the PO shall co-ordinate with DBS Wing, Kannur for artwork approval.
- **b.** The design colour and the specifications of the Cards should be approved by DBS Wing,

Kannur. Bank will provide designed artwork for each card variant.

- **c.** For new card variants, RAW file will be provided by the Bank with specific instructions. For repeat order, only physical cards with specific instructions for enhancement in the features, if any, will be provided to the vendor.
- d. The card design should conform to RuPay (NPCI) guidelines and specifications
- **e.** The vendor should take card design approval from Card Associations on each occasion of card production and take final design approval from DBS Wing, before proceeding to final production.

42. Delivery

- **a.** The cards ordered should be procured by the Bidder as per the supply schedule intimated by Card Section, DBS Wing, from the date of placement of order.
- b. The time limit for execution of purchase order / delivery of the cards are as below: Within 4 weeks from the date of placing the PO (excluding the actual time taken by DBS Wing, after submission of proof by the supplier, to approve the pre-production / post-production proof). The period includes the time required for completion of certification with NPCI.
- **c.** Each vendor has to provide physical samples of cards as and when requested by the Bank. Pre-production card samples for testing quality of cards and Postproduction sample cards for testing the technical as well as physical features.

43. Liquidated Damages:

- a. The service start-up time from the date of agreement shall be 3 weeks. If the bidder fails to initiate the services within this stipulated time schedule, the Bank shall be at liberty to cancel the order. Under such circumstances, the bidder shall forfeit the amount held by the bank under Security Deposit / performance guarantee.
- **b.** Under exigent circumstances, the startup time may be further extended at the sole discretion of the BANK.
- c. Any loss caused to the bank owing to non-performance of the service provider as per the SLA, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the bank. The Bank reserves the right to recover this amount from any dues payable or to accrue to the Service Provider in future in any form.

44. Penalty

- a. The cards are to be duly prepared, packed along with the required collaterals and dispatched within 48 hours from the date of receipt of required data provided by Bank. Delay in dispatch of cards would attract penalty @ 0.5% per day of the amount of bill pertaining to the cards delayed, subject to a maximum of 10% of the billed amount, where the delay would be calculated on a per day basis, till the despatch of the cards. Penalty along with applicable GST may be deducted from bill amount payable without any prior intimation.
- **b.** Where delay is observed in case of stage wise supply, the penalty will be levied for the value of quantities not supplied.
- **c.** MIS on the dispatch of cards and other collaterals dispatched are to be submitted to Card Issue Section, HO within 24 hours in the format specified by the Bank. Any delay in submission of data attracts Penalty as above.
- **d.** In cases of habitual / frequent delay in supply of cards, Bank may consider invocation of the bank guarantee or may even consider termination of contract of the bidder.
- e. Any financial loss / fraud taking place due to the bidder's and / or their employee's

negligence etc. shall be recoverable from the bidder along with damages if any with regard to Bank's reputation and goodwill.

- f. Delivery of goods and performance of Services shall be made by the bidder / supplier in accordance with the time schedule specified by purchaser. Any delay in performance of the obligation by the bidder / supplier will result in imposition of liquidated damages and / or termination of rate contract for default.
- **g.** If at any point of time, during a check audit or in case of a complaint regarding the quality of cards being supplied is substantiated, the Bank reserves the right to cancel the contract with immediate effect, withhold any payments due and invoke the Performance Guarantee in force.
- h. Bank has the right to conduct the test checking of quality of cards procured by the vendor/s through an outside agency and in case the quality of cards is found to be not meeting the required quality, the concerned vendor/s are under obligation to replace such cards with cards of required quality to the satisfaction of the Bank. Bank has absolute discretion to cancel the contract of such erring vendors besides adjusting the security deposit / performance guarantee held for this purpose.

i. Exceptions to Penalty: Force Majeure

- a. However, the Bidder shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, Acts of God, Plague or other epidemics, fire, flood, obstructions of navigations by ice at port of despatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially & adversely affect the performance of any or all such contractual obligations.
- **b.** Provided that the bidder shall notify the Bank in writing of such causes within five calendar days from the occurrence of such a clause. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event.

45. Inspection & Audit of Services

- a. The bidder shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external) / any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to Bank's Card Management Services, as per its own satisfaction at the card processing bureau of the bidder, in the presence of representatives of the bidder, at any point of time by giving advance notice.
- **b.** All the clauses specified above shall be applicable and extended to any entity to which the bidder has outsourced any part of the prescribed activity under this RFP. It shall be the responsibility of the bidder to ensure unrestricted access to the authorities / officials as mentioned above to the places where such services are outsourced, for inspection and verification.

46. Pricing & Payments:

- a. The Price offered to the Bank must be in Indian Rupees and inclusive of Duties / Insurance / Freight but exclusive of all taxes. The bidder has to quote the applicable taxes separately.
- **b.** The item value along with GST should be claimed in the invoice, location wise and GST will be paid in actual at our end to the maximum of taxes indicated in the Bill of Material.

- c. The Bank shall not be responsible for any subsequent exchange fluctuations or change in the rate of customs, local taxes, cost of production, all taxes upto the point of delivery. The supplier is responsible for meeting all important requirements.
- **d.** No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.
- e. However, in case of any un-anticipated decrease in supply or service costs over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, Bank expects the benefits to be passed on to the Bank through re-negotiation by a Price Negotiation Committee. No conflict between the Selected Bidder and the Bank will cause cessation of services due to this. Only by mutual consent, the services can be withdrawn.
- f. If any changes are brought in the duties such as CST / LST / VAT / GST etc., by the Government resulting in reduction of the cost of services and items supplied, the benefit arising out of such reduction shall be passed on to the Bank without any negotiation.
- g. Applicable Taxes will be paid at actual to the maximum of taxes indicated in the Bill of Material. If there is any delay in delivery of the cards ordered on account of the Bidder, then any increase in tax rate has to be borne by the bidder. However if any decrease in the tax rates, then the taxes at actual will be paid.

47. Payment Terms:

- a. Payment schedule will be asunder:
- **b.** The payment for the each consignment of card plastic will be made in Indian Rupees on procurement of Cards on behalf of Bank in good condition meeting the quality specification by us. Proof of procurement & certificate of stock cards shall be submitted along with the invoice.
- **c.** The invoice to be raised on Card Issue Section, DBS Wing, for the total cost of each consignment of card plastic supplied but not exceeding the total quantity of cards ordered.
- **d.** For personalization, cost of collaterals & stationery and stuffing of cards & collaterals, the payment will be made on monthly basis within 20 days of raising invoice on Card Issue Section, DBS Wing of Kerala Gramin Bank.
- e. The payments will be released by the Bank centrally at Malappuram through NEFT/ RTGS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
- f. No advance payment will be made.

48. Security Deposit / Performance Bank Guarantee:

- **a.** The successful bidder should submit a Security Deposit / Performance Guarantee for 2% of total value of the contract within 15 days from the date of acceptance of the order.
- **b.** If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above the order shall be cancelled.
- c. Security Deposit should be submitted by way of DD drawn on any commercial bank payable at Malappuram or Bank Guarantee obtained from any of the Scheduled Banks .However Bank Guarantee should be as per the Bank's format provided in APPENDIX D.
- d. Security Deposit / Performance Bank Guarantee should be valid for the entirety of the contract period (including the defect liability period of 6 months) from the date of acceptance of the Purchase Order. The guarantee should also contain a claim period of three months from the last date of validity.

- e. The selected bidder shall be responsible for extending the validity date and claim period of the Bank Guarantees as and when it is due, on account of incompletion of the project and warranty period.
- f. The security deposit / performance guarantee will be returned to the bidder on successful completion of the contract period, including the defect liability period of 6 months.
- **g.** The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

49. Subcontracting

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

50. Order Cancellation / Termination of Contract

- a. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order, by giving 7 days' notice, at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
 - i. pre- production proof or post-production proofs of cards do not meet our requirements specifications
 - ii. Delay in delivery beyond the specified period for delivery.
 - iii. Serious discrepancies noted in the items delivered.
 - iv. Breaches in the terms and conditions of the Order.
 - v. Non satisfactory performance of supply process.
 - vi. The Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
 - **vii.** An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- **viii.** Deductions on account of penalty and liquidated damages exceeds more than 10% of the total contract price.
- **ix.** If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- x. The Company / Supplier is delisted by NPCI.

However, the bank shall accept the supply of the cards under production against proof of pre-production / postproduction records submitted by the vendors to the extent of not more than 10% of the unexecuted quantities. Bank shall not be liable for any damages or compensation incurred by the vendor in this regard.

- b. After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.
- c. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards nonperformance / noncompliance of the terms and conditions of the contract, to appropriate towards damages.

- **d.** The bank shall terminate the contract in the event of the Contractor being delisted by or Certification cancelled by NPCI during the course of the order.
- e. The bank shall terminate the contract under the following circumstances:
 - i. If the contractor indulges in financial irregularities
 - ii. Statutory action is initiated against the contractor
 - **iii.** Change in management, leading to a dilution in the confidence of continuation of the contractor's managerial capacity and execution of work
 - iv. Indulging in any illegal activity
 - v. Providing false information and is of questionable integrity
- **f.** Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during the contract period.

51. Defect liability

If the cards supplied are found to be defective / sub-standard / not as per the approved specimen / or marked deviation from the requirement specified, then the supplier / vendor should arrange for replacement of supply, if any, effected at his cost / risk and responsibility. The vendor is also responsible for any defect in Card personalization. Further the vendor will be held responsible and accountable for the differential cost of purchase and personalization the Bank may incur due to the delay / non-supply of card as per our order. The period of defect liability extends throughout the contract validity period and 6 months thereafter.

G. GENERAL CONDITIONS:

52. Intellectual Property Rights

- a. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.
- b. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a]procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.
- c. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle

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

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

53. Indemnity

- **a.** The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
 - **53.1** The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
 - **53.2** Any contravention or noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- **b.** The bidder shall indemnify and protect 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 Cards and other deliverables supplied by them.
 - **53.3** All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - **53.4** The limits specified 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 of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
 - **53.5** All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for 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.
- **c.** Bidder's aggregate liability shall be subject to an overall limit of the total cost of the project.

54. Inspection of Records:

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

55. Assignment:

- **a.** 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.
- **b.** 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.

56. 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.

57. Confidentiality and Non-Disclosure

- a. 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 a non-disclosure agreement as per ANNEXURE 5.
- **b.** Any media release / public announcement or any other reference to the RFP or any program there under by photographic, electronic or other means is strictly prohibited, and shall not be made without the written consent of the Bank.
- **c.** The Security features or any other information gathered from the Bank during this process should not be disclosed to any person / agency who does not have direct responsibility for executing this order.

58. Amendments to the Purchase Order:

Once purchase order is accepted by the bidder(s), no amendments or modifications of order and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

59. Amendments to the Agreement:

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

60. General Order Terms

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

61. General Contract Agreement Conditions:

- a. No forbearance, indulgence, relaxation or inaction by any Party (Bank or Bidder) at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Agreement.
- b. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right and / or any position other than that expressly stipulated in the Agreement.
- c. All remedies of either Bank or Bidder under the Agreement whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative

and not alternative may be enforced successively or concurrently.

- d. If any provision of Agreement or the application thereof to any person or Party (Bank / Bidder) is or becomes invalid or unenforceable or prohibited by law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties (Bank and Bidder) shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- e. None of the provisions of Agreement shall be deemed to constitute a partnership between the Parties (Bank and Bidder) and neither Party (Bank nor Bidder) shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- **f.** Agreement shall not be intended and shall not be construed to confer on any person other than the Parties (Bank and Bidder) hereto, any rights or remedies herein.
- **g.** Agreement shall be executed in English language in 1 (one) original, the Bank receiving the duly signed original and bidder receiving the duly attested photocopy.

62. Negligence

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

63. Responsibility for Completeness:

- **a.** The bidder shall ensure that the Solution provided meets all the technical and functional requirements as envisaged in the scope of the RFP.
- **b.** The Bidder shall be responsible for any discrepancies, errors and omissions in the drawings or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission in drawings and other information as mentioned above within the time schedule and without extra cost to the bank.

64. Responsibilities of the Bidder:

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

- **a.** The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- **b.** The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- **c.** No attempt by the bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- **d.** They have no 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.

e. They possess necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all deliverables to be supplied in response to this RFP shall meet the proposed solution requirements. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP. they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The 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 fulfil all the terms and conditions of this RFP.

65. Force Majeure:

- **a.** The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e, Force Majeure.
- **b.** For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- c. In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- d. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the 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 Bidder.

66. Corrupt and Fraudulent Practices

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

- **e.** The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- f. The decision of Bank in determining the above aspects will be final and binding on all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- g. Any effort / attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and / or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and 3 years thereafter, except as the parties may agree on the case to case basis.
- **h.** The selected bidder shall ensure compliance to CVC guidelines issued or to be issued from time to time in connection to this RFP.

67. Resolution of Disputes:

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

68. Modification/Cancellation of RFP:

The Bank reserves its right to modify / cancel / re-tender and to reject this offer in part or full or cancel the entire procurement process at any stage without assigning any reason 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.

69. Legal Disputes & Jurisdiction of the Court:

- a. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder / prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- **b.** All disputes and controversies between Bank and bidder shall be subject to the exclusive jurisdiction of the courts in Ernakulam and the parties agree to submit themselves to the jurisdiction of such court. This RFP/contract agreement shall be governed the laws of India.

ASSISTANT GENERAL MANAGER

Annexure – 1 (on the letter head of the Bidder)

Bid Covering Letter

	. .
Reference No:	Date:
REIEIRICE INC.	Dale.

The Assistant General Manager, Kerala Gramin Bank, Information Technology Wing, Head Office, KGB Towers, AK Road, UPhill, PB No – 10, Malappuram, Kerala -676505, India.

Dear Sir,

SUB: RFP for Procurement, Personalization, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact Cards)

Ref: Your RFP - KGB/DBS/RFP/01/2022 dated 05.02.2022.

Having examined the RFP document including all annexures / appendices, we, the undersigned confirm that the offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to complete delivery of materials within 4 weeks from the date of receipt of the Purchase Order.

We enclose a Demand Draft / Bank Guarantee for Rs.5,00,000/- (Rupees Five Lakh only) in favour of Kerala Gramin Bank as EMD.

We agree to abide by this offer till 180 days from the date of opening of Commercial Bid and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit / Bank Guarantee in lieu of EMD during the entire validity period of the tender. However if we withdraw our offer within the said validity period, you shall have the right to claim the EMD / invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default. thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender to get her with the return acceptance of the contract.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date:

<u>Annexure – 2</u> (on the letter head of the Bidder)

Eligibility Criteria Declaration

Reference No: Date:

The Assistant General Manager, Kerala Gramin Bank, Information Technology Wing, KGB Towers, AK Road, UPhill, PB No – 10, Malappuram, Kerala -676505, India.

SUB: RFP for Procurement, Personalization, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact Cards)

Ref: Your RFP - KGB/DBS/RFP/01/2022 dated 05.02.2022.

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

SI No	Criteria		Bidder's response / details of document submitted
1	The bidder should be accompany / a limited liability partnership firm registered under LLP act 2008 or company in India as per Indian companies act 1956 or Indian companies act 2013 and should have been in operation for at least 3 years effective from 01.10.2018	incorporation and certificate of commencement of business	
2	Bidder should have statutory license / registration	a.GST registration certificate b.Udyog Aadhaar registration in case of MSME.	
3	Bidder should have the capability to personalize and dispatch minimum of 30000 EMV chip card per day for Kerala Gramin Bank	Declaration by the bidder regarding their capacity to process and dispatch required quantity in letter head of the bidder. Bidder should also mention the maximum capacity per day that can be allocated exclusively for Kerala Gramin Bank.	

4	1. The bidder should have experience in procurement, personalization and supply of EMV chip card of Rupay to scheduled commercial banks in India during the previous 3 years effective from 01.10.2018 till 30.09.2021. 2. The bidder on its own capacity should have procured personalized and supplied at least 40 lakh EMV contact debit / credit cards during last 1 year effective from 01.10.2020 till 30.09.2021	The bidder should produce certificates regarding satisfactory service provided to the banks and quantity supplied on the letter head of the customer bank as per format furnished in Annexure 4.	
5	Bidder should have their own, NPCI certified card personalization unit located in India for contact cards as on the date of submission of bid and certification should be continuous from 01.04.2018 without any disqualification.	Copy of current certificates and certificates for previous 3 years from respective networks.	
6	The bidder should have their own base card production facility located in India or should have arrangement with card supplier in India to ensure uninterrupted card production / procurement.	Project ownership certificate as per format in ANNEXURE 12 and copy of network certification from respective networks in case of own facility (or) In case the bidder is not a manufacturer of cards a declaration from the bidder to that effect (incorporated in annexure 12) with Manufacturer's authorization letter (Annexure 13) from the card manufacturer / supplier assuring uninterrupted supply of cards during the contract period.	
7	The bidder should not have been blacklisted during the last 5 years and the bidder / any of its card associate should not have been cautioned / reprimanded / blacklisted / terminated by any concern to which it was under contract for supply of cards or by scheduled commercial banks / public	Declaration to this effect is to be submitted in the letter head of the bidder as per format in Annexure 8. Note: If a bidder chooses not to disclose any such issues, and the same comes to Bank's notice at a later date the Bank will be free to revoke / terminate any contract	

	sector undertaking / state or central government or their agencies / departments on the date of submission of bid for this RFP. The bidder should not have any delinquency with any of the financial institutions in India.	entered with the vendor and invoke Bank guarantee at its discretion.	
8	The bidder should have its own or tie up with a third party for Disaster Recovery (DR) set up in India and a comprehensive Disaster Recovery plan / Business continuity Plan (BCP)	Specific documentary evidence should be provided indicating the time frame in which systems are available for DR/BCP. In case, tie up is with a third party for Disaster Recovery Setup, copy of MOU / Agreement with the collaborator should be produced specifically indicating the period of collaboration and other terms and conditions. The period of collaboration should be more than the time limit of the contract period and should not have any type of exit clause in the subject MOU / Agreement.	
9	The bidder should have a positive net worth for last 3 financial years ie; 2018-19, 2019-20 & 2020-21. The bidder should have an annual turnover of at least Rs. 25 crores as per the latest audited Balance Sheet & Profit and Loss account.	Certificate for net worth from Chartered Accountant to be submitted. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number. Audited Balance Sheet and P&L account for the said period to be submitted. (If audited Balance Sheet and P&L account for FY 2020-21 is not available, CA certified unaudited Balance Sheet and P&L account to be submitted)	
10	The solution offered should not violate any intellectual property rights.	Declaration to this effect is to be submitted in letter head of the bidder.	

Date:

Annexure -3 (on the letter head of the Bidder)

Bidder's Profile

SUB: RFP for Procurement, Personalization, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact Cards)

Ref: Your RFP - KGB/DBS/RFP/01/2022 dated 05.02.2022.

ORGANISATION DETAILS

SI No	Particulars	Details
1.	Name of the firm & full address of Corporate Office	
2.	Contact Details	a)Tel: b)Mob: c)Fax: d)Email: e) Website:
3.	Type of organization (whether Company/LLP etc)	
4.	Place of Incorporation/ registration	
5.	PAN number of the firm	
6.	GST Number of the firm	
7.	Main line(s) of business	
8.	Allied/Anciliary Business (If any)	

A. DETAILS OF CARD MANUFACTURING / PERSONALISATION FACILITIES

	with Pin Code	(Manufacturing	as on	Name of facility in-charge & contact details
1				
2				

B. DETAILS OF OWNERS / PARTNERS / DIRECTORS / SENIOR MANAGEMENT PERSONNEL

No.	Name	Designation	Address & contact details
1			
2			

C. FINANCIALS

Financial details			Amount in lakhs
	2019-2020	2020-2021	2021-2022
1.Net worth			
2.Working capital			
3.Total assets			
4.Current assets			
5.Total liabilities			
6.Current liabilities			
7.Profit before taxes			
8.Profit after taxes			
9.Turnover from card business			

D. **BANKING WITH**

Name of the Bank		
Address of the Branch		
Contact Details	Tel:	
	Mob:	
	Email:	

E. CARD BUSINESS CLIENTELE

Note: Bidder can showcase their experience in card business for last three years. This is for information purpose only and will not be considered for eligibility.

No.	Bank Name & Full Postal Address of their Card Section	Details of contact person at their Card Section (Name, Tel No, Email ID)	Description of Goods Supplied (Card Types & Quantity)	Existing Customer (Yes/No)
				_

We confirm that the information furnished above is true and correct. We also understand that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date:

<u>Annexure -4</u> (On the letter head of the Customer Bank. References from scheduled commercial banks in India only to be submitted)

Customer Reference Letter Format

Reference No:	3333		000 =0			[Date:	
The Assistant General Kerala Gramin Bank, Information Technolog KGB Towers, AK Roa Malappuram, Kerala	ogy Wing, Head d, UPhill, PB No -676505, India.) – 10,						
We hereby certify that	at M/s							
is procuring, persona supplied by the said			•	ds f	or our Ban	k. EMV chi _l	p based ca	ards
PERIOD		Contact (EMV ca all netw	rds only,		RDS (If ar Contact (EMV car all netwo	ds only,	TOTAL	
01.10.2018 - 30.09	.2019		-					
01.10.2019- 30.09.								
01.10.2020-30.09.2 TOTAL	2021							
IOIAL								
CARDS PROCU	RED			*]	Quantity Irrelevant A'	in lakhs fields to	be marke	ed with
	DEBIT CARDS	S Dual interface		CREDIT CAR		DS(If	PREPA ID CARDS	
PERIOD	Contact EMV cards only (all networks)	Visa + Maste r	RuPAY NCMC	EN or	ontact IV cards aly (all etworks)	interfa ce (all networ k total)	(all networ k total, if any)	TOTAL
01/10/2020- 31/09/2021								
The services rendere found to be (poor / s	satisfactory / go	od / exce	ellent).					
Kerala Gramin Bank								J

Address & Contact Details

Signature of Authorised Bank Personnel Name & Designation

ANNEXURE-5 (On the letter head of the Bidder)

Non-Disclosure Agreement

We,	,having Registered Office	at, here	inafter referred to as
the Bidder, a	re agreeable to provide EMV Card r	elated services and infr	astructure to Kerala
Gramin Bank,	having its office KGB Towers, AK	Road,Malappuram,Kerala	-676505 hereinafter
referred to as	the BANK and,		
VAULEDEAC H	- Didden on denstande the title informa		L/- IT I - C

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

WHEREAS, the Bidder understands that in the course of submission of the offer for "Procurement, Personalization, Pin Printing, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact & Dual Interface Cards including NCMC)" 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; NOWTHEREFORE, 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 any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

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

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

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ANNEXURE-6 (On the letter head of the Bidder)

COMPLIANCE CERTIFICATE

SUB: RFP for Procurement, Personalization, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact Cards)

Ref: Your RFP - KGB/DBS/RFP/01/2022 dated 05.02.2022.

Compliance to	Declaration
Eligibility Criteria	After carefully going through the RFP document, annexures, appendices, corrigendum(s) etc., we confirm our eligibility to participate in this RFP. The information furnished by us in the eligibility declaration is correct. We understand that any inconsistencies in the information furnished will lead to disqualification.
Scope of Work	We hereby confirm that we have the necessary infrastructure facilities, experience and technical knowhow to completely fulfill the requirements and works cited under 'Scope of Work' elsewhere in this RFP.
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all Annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. We understand that any deviation may result in the disqualification of bids.
Technical Specifications	We certify that the products / systems / services offered by us conforms to the specifications and requirements stipulated in this RFP.
Stationary Specifications	We hereby undertake to supply stationary which will meet or exceed the specifications and standards specified above. We understand that the specification of the stationary items may be modified only by the Bank at its discretion.
Payment Terms	We are agreeable to the payment schedule as per "Payment terms" (clause 45) of this RFP.
Data Security	We hereby confirm that embossing files will be deleted as per policy of the Bank and all the rejected cards will be destroyed under camera surveillance.

Date:

ANNEXURE-7 (On the letter head of the Bidder)

<u>Undertaking Letter - Black listing & Delinguency</u>

SUB: RFP for Procurement, Personalization, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact Cards)

Ref: Your RFP - KGB/DBS/RFP/01/2022 dated 05.02.2022.

Declaration:

- **a.** We hereby confirm that we or any of our card associates have not been cautioned / reprimanded / blacklisted / terminated by any concern to which it was under contract for supply of cards or by Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their agencies / departments during the last 5 years preceding to the date of submission of bid for this RFP.
- **b.** We do not have any delinquency with any of the financial institutions in India.
- **c.** We confirm that all the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- **d.** We hereby give our consent to generate the Credit Information Report (s) of the company from any agency like CIBIL, CRIF, EQUIFAX or EXPERIAN.

Date:	
Company Seal:	Signature, Name & Designation of Authorised Person(s)

ANNEXURE-8 (On the letter head of the Bidder)

Conformity to Technical Specifications

SUB: RFP for Procurement, Personalization, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact Cards)

Ref: Your RFP - KGB/DBS/RFP/01/2022 dated 05.02.2022.

Note:

- **1.** The following technical list offers flexibility for Bidders to choose from different specifications. However, in the below list wherever choices are available, the Bidder should precisely mention which specification they are offering, failing which the Bid is liable for rejection.
- 2. If the Bidder feels that certain features offered are superior to what has been specified by the Bank, it shall be highlighted separately. Information regarding any modification required in the proposed configuration to meet the intent of the specifications and state-of-the-art technology shall be provided. However, the Bank reserves the right to adopt the modifications / superior features suggested / offered.
- **3.** The Bidder shall provide all other required equipment and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability of the network.
- **4.** The selected bidder shall own the responsibility to demonstrate that the products offered are as per the specification / performance stipulated in this RFP and as committed by the bidder either at site or in bidder's worksite without any extra cost to the Bank.

Specifications for EMV chip contact cards.

- **1.** 16K or higher Java/MULTOS Chip with Gold/ Palladium Contact. Compliant to ISO/IEC 7816 standards.
- 2. Microprocessor based IC Card. 16KB EEPROM/FLASH or higher.
- **3.** CPU: 8 bit or higher.
- 4. RAM: 6 KB or higher.
- **5.** Secure Hardware Crypto Coprocessor.
- 6. Memory secure encryption for RAM, ROM & EEPROM / FLASH.
- 7. Counter Measures against side channel attacks (SPA & DPA).
- **8.** Write Endurance: 3,00,000 cycles or higher.
- **9.** Data Retention : more than 10 years.
- **10.** Unique ID for each chip.
- 11. OS should be hard masked on ROM or FLASH.

- **12.** OS should be Java 2.2.x or higher/MULTOS 4.3 or higher.
- **13.** Global Platform 2.1.x or higher version /MULTOS 4.3 or higher.
- 14. EMV Authentications Methods Supported -DDA/CDA.
- **15.** Support for EMV financial applications using Chip and PIN.
- 16. Technology Rupay: Discover D-PAS
- **17.** Magnetic Stripe: HICO 2750 Oersted. ISO standards for Encoding, location of Track 1, 2 & 3.
- 18. PVC Material with 800 micron thickness. White Plastic Standard-ISO/IEC 7810-ID1
- **19.** Peel strength should be as per CQM standards.

Declaration:

- i. We hereby undertake to procure and supply EMV debit cards (contact cards) which will invariably meet or exceed the specifications and standards specified above.
- **ii.** We fully understand the terms mentioned in the "Defect Liability" (clause 49) and undertake to abide by the terms mentioned in the clause.
- **iii.** We understand that the Bank shall not permit changes in the technical specifications once it is submitted.

Date	:

ANNEXURE-9 (On the letter head of the Bidder)

CONFORMATION TO STATIONERY ITEMS & SPECIFICATIONS

SUB: RFP for Procurement, Personalization, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact Cards)

Ref: Your RFP - KGB/DBS/RFP/01/2022 dated 05.02.2022.

No	Description	Specification
1	Welcome	Size: 8.27 x 11.69 inches (A4)
	Letter	Paper Type: 80 Maplitho
		Colors: 4 Colour printing on both sides. The letter shall be printed in bilingual.
2	Pouch	Size: 5.8 MM x 8.9MM.
		Colors: 4
		Material: Tyvek 1056D with RFID protection. The material should be resistant to tear, water, chemical, rot & mildew.
3	User Guide	Paper Type: 60 Maplitho
		OpenSize(WxH):760mmx215mm CloseSize(WxH):95mmx215mm
		Color: Single colour (Black)- Double sided printing
		Note:Artwork and contents will be specified by Bank. Content
		will be bilingual.
4	Card Kit	Envelopes size: 23 x 11.5 cm without window
	Envelope	Envelope Type: Top opening with gumming
	(For single	Paper Type: 90 GSM
	card	Lamination: Outside Laminated
	dispatch)	Color: 4 color printing
		Note: Artwork will be specified by Bank
5	Pin Mailer Envelope	Envelopes size:7.5x4.5 inches with window size 4x2 inches Envelope
	(For single	Type: With gumming
	pin mailer dispatch)	Paper Type: 90 GSM
		Lamination: Full inside laminated including window
	1	

		Color: 4 colo	r printing			
		Note: Art wo	rk will be spe	cified by Bank	(
6	Address	Type : Paper	Sticker			
	Sticker Labels	Note: Dispato	ote: Dispatch address, return address & bar code needs to be		e needs to be	
		Incorporated	ncorporated in the same label.			
7	materials (For Bulk		•	mm & 48 mm	ı size (trar	nsparent with bank
	dispatch of Cards)	Brown Cello t	tap – 2 inches	s & 3 inches		
			•			nation & printing. le color (Black)
		Sizes: 26 x 2	1.5 cm			
		35 x 2	6 cm			
		45 x 35 cm				
		50 x 38 cm				
		Corrugated b	oxes with pri	nting – differe	ent sizes	
		A4 paper – 7	5 gsm or abo	ve		
8	•	Close Size: 3	.6X8 inches			
	wise)	Open Size: 7	.2X8 inches P	aper: 90 GSM	l Art Paper	-
		Printing: 4 c	olours (front	and back)		
		Note: Artwor	k & content v	vill be specifie	d by Bank	
9	PIN Mailer	Size: 4 x 7 in	ches in triplic	ate.		
		Note: Continuous format with pocket holes on both sides. Performance Cream Wove paper of A Grade mill is to be used. Artwork was specified by Bank				
	Specifications of PIN Mailer:					
		Leaf	Front	Back	Paper	Remarks
			Printing	Printing		
		First Leaf	Single color	Black Carbon Ink	50 gsm	Clipped with 2nd and 3rd leaf

Second	3 color	Black	70 gsm	Sealed &
Leaf		Carbon Ink		Glued from all side with 3rd leaf
Third Leaf	Single Color	3 color		Sealed & Glued from all side with 2nd leaf

Declaration:

- i. We hereby undertake to supply stationary which will meet or exceed the specifications and standards specified above. We understand that the Specification of the stationary items may be modified only by the Bank at its discretion.
- **ii.** We understand that, the Bank may reject and return any defective deliveries or deliveries not confirming to the specifications / proofs approved by the Bank. In such cases, the replacement and logistics costs will be borne by us and the Bank's decision will be final regarding quality and acceptability of the goods

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ANNEXURE-10 (On the letter head of the Bidder)

ESCALATION MATRIX

SUB: RFP for Procurement, Personalization, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact Cards)

Ref: Your RFP - KGB/DBS/RFP/01/2022 dated 05.02.2022.

DELIVERY RELATED:

Level	Name &	Full Office	Tel, Mob	Timeframe for
	Designation	Address	& Email	complaint resolution
Account Manager				
Account Manager at vendor location				
Regional/Zonal Head				
Country Head				

TECGNICAL RELATED:

Level	Name &	Full Office	Tel, Mob	Timeframe for
	Designation	Address	& Email	complaint resolution
L1				
L2				
Regional/Zonal				
Head				
Country Head				

We confirm that the information provided above is correct and any change in personnel at a later stage will be intimated to the Bank immediately

Date:

ANNEXURE-11 (On the letter head of the Bidder)

Project Ownership Certificate

Reference No:		Date:
The Assistant General M Kerala Gramin Bank, Information Technology KGB Towers, AK Road, L Malappuram, Kerala -67	Wing, Head Office, JPhill, PB No – 10,	
	ement, Personalization, Di Debit Cards (Contact Card	spatch, Tracking and Management ds)
Ref: Your RFP - KGB/	DBS/RFP/01/2022 dated	05.02.2022.
We	, which is a reputed firm /	company in the payment card industry,
a. having own card pers	sonalization facilities at:	
Address1: Company Name Full Address	Address2 (if any): Company Name Full Address	Address3 (if any): Company Name Full Address
Pin	Pin	Pin

And

b. having own card manufacturing facilities at / tie-up with third parties for procuring base cards whose manufacturing facilities are at:

Address1: Address2 (if any): Address3 (if any):
Company Name Company Name
Full Address Full Address Full Address

Pin Pin Pin

do hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products / equipment and services offered against: this invitation for tender offer by the Bank and will extend technical support and updates for our products for the entirety of the contract period.

We also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided for all the products quoted for and supplied to the bank during the contract period at no additional cost to the Bank.

Yours faithfully,

Date:

<u>ANNEXURE-12</u> (On the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer)

MANUFACTURERS AUTHORIZATION FORM

Date:

The Assistant General Manager, Kerala Gramin Bank, Information Technology Wing, Head Office, KGB Towers, AK Road, UPhill, PB No – 10, Malappuram, Kerala -676505, India.
SUB: RFP for Procurement, Personalization, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact Cards)
Ref: Your RFP - KGB/DBS/RFP/01/2022 dated 05.02.2022.
We, who are network certified, established and reputable manufacturers / producers of Visa / Master/Rupay cards having factories/development facilities at(address of factory / facility) do hereby authorize M/s(Name and address of Bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.
We, hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products / equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates for our products for the entirety of the contract period as mentioned in this RFP.
We also undertake to provide any or all of the technical specifications and information pertaining to the products manufactured by us and supplied to the Bank by the Bidder at no extra cost to the Bank.
We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.
Yours faithfully,
Company Seal
(Authorized Signatory of Manufacturer) Name & Designation

Reference No:

ANNEXURE-13 (On the letter head of the Bidder)

BILL OF MATERIAL - COMMERCIAL BID

(The format of commercial bid given below should not be changed in anyway, failing which the bid will be summarily rejected)

Note:

- 1. These details should be on the letter head of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company. The format should exactly match the format given below.
- 2. There should not be any erasures, alterations or overwriting in the material. Any erasures, alterations or overwriting if found, the offer is liable to be rejected.
- 3. All figures to be given in Indian Rupees. Decimal places to be rounded off to two.
- 4. Rate per item to be quoted excluding taxes. No fields to be left blank.
- 5. Masked 'Bill of Materials' should be submitted in the below format along with Part B Technical proposal. Here, 'masked* means that there should not be any prices mentioned in the Bill of Materials. All the price fields should be marked with a 'X'
- 6. Duly filled 'Commercial Bid' should be submitted in the below format along with Part C-Commercial Proposal.

SUB: RFP for Procurement, Personalization, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact Cards)

Ref: Your RFP - KGB/DBS/RFP/01/2022 dated 05.02.2022.

TABLE-A

SI No.	Particulars	Rate per Card excluding GST
1	EMV base card with hologram	
3	Personalisation with out photo	
	Stationery items	
	a.Personalised welcome letter	
4	b.Card pouch	
	d.Card kit envelope	
	Services	
5	Card address label printing, card kit packing, dispatch and MIS	
	TOTAL COST	

Da	to	
νa	LC.	

APPENDIX-A

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

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

- **1.** Index of all documents submitted in Part A with page numbers.
- 2. Cost of Tender document by way of DD payable at Malappuram.
- 3. Earnest Money Deposit (EMD) / Bank Guarantee in lieu of EMD.
- **4.** Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
- **5.** Bidder's Covering letter as per Annexure-1.
- **6.** Eligibility Criteria Declaration as per Annexure-2 and all supporting documentation.
- 7. Bidder's Profile and supporting documents as per Annexure-3.
- **8.** Customer References as per format in Annexure-4.
- **9.** Non-Disclosure Agreement format as per format in Annexure-5.
- **10.** Integrity Pact Agreement on Non-Judicial Stamp paper of requisite value as per format in Annexure-6.
- **11.**Compliance Certificate as per format in Annexure-7.
- **12.** Undertaking Letter as per format in Annexure-8.
- **13.**Project: Ownership Certificate as per format in Annexure-12
- **14.** If applicable, Manufacturers' Authorization Form as per Annexure-13
- **15.** Undertaking for Applicability of Purchase Preference Policy in Form PP-A
- **16.**If applicable, Self-Declaration of MSEs and Startups in Form PP-B
- **17.**If applicable, Undertaking by Bidder towards Mandatory Minimum Local Content in Form PP-C
- **18.**If applicable, Certificate by Statutory Auditor of Bidder towards Mandatory Minimum LC in Form PP-D
- **19.** Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product in MeitY Form-1
- **20.** Duly filled checklist as per Appendix H.

APPENDIX-B

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

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

- **1.** Compliance to Technical specifications should be complete with all the columns filled in as per format in Annexure-9.
- 2. Compliance to Stationary items specification as per format in Annexure-10.
- **3.** Escalation / Matrix as per format in Annexure-11.
- **4.** Masked Bill of Material as per format in Annexure-14.
- **5.** Technical Documentation (Product Brochures, leaflets, manuals, drawings etc.).
- **6.** Suggestions if any, regarding other infrastructure required or precautions to be undertaken.
- **7.** Detailed input on latest technologies, special card products and services available with the Bidder which may be within or outside the scope of this RFP. The Bidder may highlight the noteworthy / superior features of their Products / Services.

APPENDIX-C

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

The commercial Bid should be made in an organized, structured, and neat manner. All the pages of the submitted bids should be filed in the following order and paginated (serially numbered) with seal and signature of the authorized signatory.

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

1. Commercial Version of duly filled Bill of Materials as per format in Annexure-14.

APPENDIX - D

Performa of Bank Guarantee for Contract Performance

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

The Assistant General Manager, Kerala Gramin Bank, Digital Banking Services Wing, HO KGB Towers, AK Road, Malappuram

WHEREAS (Name and address of M/s (Hereinafter referred to as "the CONTRACTOR") has undertaken to Procurement, Personalization, Pin Printing, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact & Dual Interface Cards including NCMC) as per their Contract dated with you (hereinafter referred to as "the CONTRACT")

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your 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 _____and local office at ____and local office at ___and local office at ___and local office at ___and local office at ___

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 _____ __) amount equivalent to 2% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation 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 Rs___ (Rupees.....) may be claimed by you exceeding the sum of 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 anytime or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part of or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contractor 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 enlarge our herein contained will liability hereunder beyond the limit of Rs......(Rupees...... Only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.

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

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					d upto						
					guaranteed						
guarantee	-	•	•	•							
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plus claim	period	l).									
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This Bank gua as follows	arante	e should	be confir	med	through SF	MS by	the is	suing Ba	nk and	the deta	ils are
Name of the I	Bank:	Kerala (Gramin B	Bank							
Name of the I	Branch	· Head	Office								

IFSC Code: **KLGB0040101**

APPENDIX - E

Bank Guarantee Format for Earnest Money Deposit

The Assistant General Manager, Kerala Gramin Bank, Information Technology Wing, Head Office, KGB Tower, UP Hill, AK Road, PB No - 10, Malappuram, Kerala-676505. _____(Name of Tenderer) (hereinafter called "the WHEREAS Tenderer" has submitted its tender dated (Date) for the execution (hereinafter called "the Tender") in favour of of (Name of Contract)_____ hereinafter called the "Beneficiary"; KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the _ ____having its Head Office at _amongst others a branch/office at ______ (hereinafter called "the Bank" for are bound unto the Beneficiary the sum Rs _(Rupees_ only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents; THE CONDITIONS of this obligation are: (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or (b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity; (i) Fails or refuses to execute the Agreement, if required; or (ii) Fails or refuses to furnish the performance security, in accordance with clause of conditions of Contract. We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. Notwithstanding anything contained herein i) Our liability under this Bank Guarantee shall not exceed Rs._____ (Rupees onlv) ii) This Bank Guarantee is valid up to and iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of guarantee as found under clause (ii) above plus claim period) Dated ______day of ______20.....

(SIGNATURE & SEAL OF THE BANK)

<u>APPENDIX – F</u>

Authorization Letter Format

(To be presented by the authorized person at the time of opening of Eligibility Criteria Bid/Technical Proposal/ Commercial Bid (Indicative) on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:	Date:
The Assistant General Manager, Kerala Gramin Bank, Information Technology Wing, Head Office, KGB Towers, A K Road, UP Hill, PB No – 10, Malappuram, Kerala – 676505.	
Dear Sir,	
SUB: RFP for Procurement, Person Services of EMV Chip Debit Cards (6	alization, Dispatch, Tracking and Management Contact Cards)
Ref: Your RFP - KGB/DBS/RFP/01/	2022 dated 05.02.2022.
This has reference to your above RFP.	
Mr./Miss/Mrs the bid opening of the above RFP on	is hereby authorized to attend on behalf of our organization.
The specimen signature is attested belo	w:
Specimen Signature of Depresentative	
Specimen Signature of Representative	
Signature of Authorizing Authority	
Name & Designation of Authorizing Auth	nority
NOTE: This Authorization letter is to	he carried in person at the time of Bid Opening

APPENDIX - G

Format for Sending Pre-Bid Queries

Ref No:	Date:

The Assistant General Manager, Kerala Gramin Bank, Information Technology Wing, Head Office, KGB Towers, A K Road, UP Hill, PB No – 10, Malappuram, Kerala – 676505.

SUB: RFP for Procurement, Personalization, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact Cards)

Ref: Your RFP - KGB/DBS/RFP/01/2022 dated 05.02.2022.

	FORMAT FOR SENDING PRE-BID QUERIES							
SI. No.	Bidder's Name	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query		
1					-			
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
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<u>APPENDIX – H</u>

Note: Bidders to verify the checklist and ensure accuracy of the same before submission of the bid.

Part	A Conformity to eligibility criteria	Yes / No	Page No.
1	Whether Index of documents pertaining to Part A is available duly mentioning the page numbers.		
2	Cost of Tender document by way of DD payable at s is enclosed.		
3	Earnest Money Deposit (EMD) / Bank Guarantee in lieu of EMD is		
4	Whether Power of Attorney / Authorization letter signed by the competent authority in the name of the person(s) signing the tender		
5	Whether Bidder's covering letter as per format in Annexure 1 is enclosed.		
6	Whether Eligibility Criteria Declaration as per Annexure-2 and relevant supporting documentation is enclosed.		
7	Whether Bidder's Profile and supporting documents as per Annexure-3 is enclosed.		
8	Whether Customer References as per format in Annexure-4 is enclosed.		
9	Whether Non-Disclosure Agreement format as per format in Annexure-5 is enclosed.		
10	Whether Integrity Pact Agreement as per format in Annexure-6 is enclosed		
11	Whether Compliance Certificate as per format in Annexure-7 is enclosed.		
12	Whether Undertaking Letter as per format in Annexure-8 is enclosed.		
13	Whether Project Ownership Certificate is enclosed as per format in Annexure-12		
14	Whether Manufacturers' Authorization form is enclosed as per format in Annexure-13? (Required only if the Bidder is not manufacturing cards on their own)		
15	Whether Undertaking for Applicability of Purchase Preference Policy in Form PP-A is enclosed?		
16	Whether Self Declaration of MSEs and Startups in Form PP-B is enclosed? (if not applicable, put NA)		
17	Whether Undertaking by Bidder towards Mandatory Minimum Local Content in Form PPC is enclosed? (if not applicable, put NA)		

18	Whether Certificate by Statutory Auditor of Bidder towards Mandatory Minimum LC in FormPP-D is enclosed? (if not applicable, put NA)	
19	Whether Affidavit of Self Certification regrding Domestic Value Addition in an Electronic Product in MeitY Form-1 is enclosed?	
Part	B — Technical proposal	
1	Whether Compliance to Technical specifications as performat in Annexure-9 is enclosed.	
2	Whether Compliance to Stationary items specification as per format in Annexure-10 is enclosed.	
3	Whether Escalation Matrix as per format in Annexure-11 is enclosed.	
4	Whether Masked Bill of Material as per format in Annexure- 14 is enclosed.	
5	Whether Technical Documentation (Product Brochures, leaflets, manuals, drawings etc.) are enclosed.	
6	Whether suggestions (if any) regarding other infrastructure required or precautions to be undertaken is enclosed.	
7	Whether input on latest technologies, special card products and services available with the Bidder is enclosed.	
Part	C – Commercial bid	
1	Whether Commercial Version of duly filled Bill of Materials as per format in Annexure-14 is enclosed.	
2	General checklist	
3	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).	
4	Whether ensured that, the separately sealed envelopes containing Part-A Conformity to Eligibility Criteria, Part B Technical Proposal & Part C-Commercial Bid are placed and sealed in another big envelope superscribed as per RFP instructions.	

Declaration

We confirm that we have submitted all the documents as per the requirements of this RFP and that all the documents submitted are accurate.

•	_	_	
- 1		_	

<u>APPENDIX – I</u> <u>Matrix for Bidder Technical Evaluation</u>

Sl.No	Description	Parameter	Marks
	on the average of last 3	Net worth in INR	
	years i.e; FY 2018-19, FY 2019-20 & FY 2020-21	Upto 1 crore	
	(Max marks 25)	>1 crore to 10 crore	5
		>10 crore	8
		Annual turnover in INR	
		>50 crore to 60 crore	5
		>60 crore to 75 crore	8
		>75 crore	10
		Profit /Loss	
		Loss in any of the previous 3 F.Y.	2
		Profit in all the 3 years	5
		Profit in all the 3 years with continuous increasing trend	7
	Experience of the bidder (Max marks 40)	Experience for supply / personalization of EMV chip based debit card of VISA, Mastercard and Rupay network	
		>3 to 5 years	6
		>5 to 7 years	9
		>7 years	12
		No. of scheduled commercial bank in India managed by the vendor	
		<=3	6
		>3 to 5	10
		>5	13
		EMV debit card personalized and supplied to scheduled commercial bank from 01.10.2020 to 30.09.2021	

		>40 lakhs to 50 lakhs	5
		>50 lakhs to 75 lakhs	8
		>75 lakhs	10
		Dual interface EMV debit card personalized and supplied to scheduled commercial bank from 01.10.2020 to 30.09.2021	
		>2 lakhs to 3 lakhs	1
		>3 lakhs to 5 lakhs	3
		>5 lakhs	5
3	Personalisation and	Own personalized facilities	
	manufacturing capacity	Single personalized bureau	3
	(Max marks 20)	More than one personalization bureau	7
		Debit card personalization capacity per day	
		>30000 to 50000	3
		>50000	6
		Base card production	
		Base card to be produced from other supplier	7
		Own based card production facility in India	7
4	Customer service	Feedback received from the customers of the bidder	
	(Max marks 15)	Adverse feedback	0
		Satisfactory	5
		Good	10
		Excellent	15
		EAGGIGIT	

FORM PP/A (On the letter head of the bidder) UNDERTAKING FOR APPLICABILITY OF PURCHASE PREFERENCE POLICY

Ref No:	Date:
The Assistant General Manager, Kerala Gramin Bank, Information Technology Wing, Head Office, KGB Towers, A K Road, UP Hill, PB No – 10, Malappuram, Kerala – 676505. SUB: RFP for Procurement, Personalization, Disparations of EMV Chip Debit Cards (Contact Cards)	, ,
Ref: Your RFP - KGB/DBS/RFP/01/2022 dated 05	5.02.2022.
Dear Sir,	
We, M/sthat the following purchase reference to be considered:	(Name of Bidder) hereby confirm
Purchase Preference under Public Procurement Policy for MSE, or	Preference
Purchase Preference (linked with local content)	

Note:

- 1. Please indicate your preference against only one policy.
- 2. The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- 3. In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.
- 4. In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security / EMD shall continue to be available to MSE Bidders.
- 5. The option once exercised cannot be modified subsequently.

FORM PP-B (On the letter head of the Bidder) SELF-DECLARATION OF MSEs and STARTUPS

Ref No: Date:
The Assistant General Manager, Kerala Gramin Bank, Information Technology Wing, Head Office, KGB Towers, A K Road, UP Hill, PB No – 10, Malappuram, Kerala – 676505.
SUB: RFP for Procurement, Personalization, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact Cards)
Ref: Your RFP - KGB/DBS/RFP/01/2022 dated 05.02.2022.
Dear Sir, We declare that if we withdraw or modify your 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 the RFP, we note that we will be suspended for the period of three years from being eligible to submit Bids for contracts with Kerala Gramin Bank.
Place: Date:
[Signature of Authorized Signatory of Bidder] Name:

Designation:

Seal:

FORM PP-C (On the letter head of the bidder)

UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC (IN CASE BIDDER SEEKING BENEFIT OF PP-LC)

Ref No	o: Date:
Kerala Inform Head A K Ro	Assistant General Manager, Assistant General Man
	RFP for Procurement, Personalization, Dispatch, Tracking and Management ces of EMV Chip Debit Cards (Contact Cards)
Ref: `	Your RFP - KGB/DBS/RFP/01/2022 dated 05.02.2022.
Dear 9	Sir,
	We, M/s
Place:	
Date:	
[Sign	nature of Authorized Signatory of Bidder] Name:
Desig	nation:
Seal:	
Note:	
i.	In case the bidder is a manufacturer, the undertaking Is to be submitted as per sl.no.1

- i. In case the bidder is a manufacturer, the undertaking Is to be submitted as per sl.no.1 and sl. no. 2 is to be struck out.
- ii. In case bidder is not a manufacturer, the undertaking is to be submitted as per sl.no.2 and sl. no. 1 is to be struck out.

FORM PP-D (On the letter head of audit firm)

CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY MINIMUM LC (IN CASE BIDDER SEEKING BENEFIT OF PP/LC)

Re	f No:		Date:	
Ker Info Hea A K	ala Gramin Bormation Tecled Office, KGI Road, UP Hi	hnology Wing,		
Dea	ar Sir,			
		Procurement, Personalization V Chip Debit Cards (Contact	n, Dispatch, Tracking and Management Cards)	
Re	f: Your RFP	- KGB/DBS/RFP/01/2022 d	ated 05.02.2022.	
1.	Mls. (1	Name of the bidder) meet the ma	(Name of the bidder) hereby certify the andatory minimum Local content requirement the quoted vide offer No dated (Name of the bidder)."	
2.	of Manufact specified in	urer) meet the mandatory minim	me of the bidder) hereby certify that M/s.(Nanum Local content requirement of fer Nodated against tender No.	%
Pla	ce:			
Dat	æ:			
[Sig	gnature of Au	thorized Signatory] Name:		
Des	signation: Me	mbership No: Seal:		
No	te:			
i. ii.	submitte	d as per sl. no. 1 and sl. no. 2 is	he undertaking from statutory auditor is to to be struck out. he undertaking from statutory auditor is to	

submitted as per sl. no. 2 and sl. no. 1 is to be struck out.

MeiTy Form-1 (to be provided in Rs. 100/- stamp paper)

AFFIDAVIT OF SELF CERTIFICATION REGARDING DOMESTIC VALUE ADDITION IN AN ELECTRONIC PRODUCT

Date:			
IS/o, affirm		W/o, Resident of	do hereby solemnly
Declar	e as uno	nder	
	_	gree to abide by the terms and conditions of the policy of tion No	Government of India issued

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Ministry of Electronics and Information Technology (MeitY), Government of India for the purpose of assessing the domestic value-addition.

That the domestic value addition for all inputs which constitute the said electronic products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Ministry of Electronics and information Technology, Government of India for the purpose of assessing the domestic value-addition. I will be disqualified from any Government tender for a period of 36months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No., wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

Name and details of the Domestic Manufacturer: (Registered Office, Manufacturing unit location, nature of legal entity)

- 1. Date on which this certificate is issued:
- 2. Electronic Product for which the certificate is produced:
- 3. Procuring agency to whom the certificate is furnished:
- 4. Percentage of domestic value addition claimed:
- 5. Sale Price of the product:
- 6. Ex-Factory Price of the product:
- 7. Freight, Insurance and handling:

- 8. Total Bill of Material:
- 9. List and total cost value of inputs used for manufacture of the electronic product:
- 10. List and total cost of inputs which are domestically sourced. Please attach certificates from suppliers, if the input is not in-house:
- 11. List and cost of inputs which are imported, directly or indirectly:

For and on behalf of	(Name of firm / entity)
Signature of Authorize	ed signatory (To be duly authorized by the Board of Directors)
<insert design<="" name,="" td=""><th>nation and Contact No.></th></insert>	nation and Contact No.>