



കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

(A Government owned scheduled bank sponsored by Canara Bank)



Kerala's own Bank
കേരളത്തിന്റെ സ്വന്തം ബാങ്ക്

Ref: KGB/FIC/RFP/01/2020

19-11-2020

RFP

FOR SUPPLY AND INSTALLATION

OF 7 NEW MOBILE ATM UNITS

FOR KERALA GRAMIN BANK

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Invitation to quote

Kerala Gramin Bank, a Bank constituted under Regional Rural Bank Act, 1976, having its head office at KGB Towers, A K Road, Malappuram, Kerala-676505 (hereinafter referred to as 'The Bank') invites proposal from interested vendors (herein after referred to as 'Bidders') for the supply and installation of 7 mobile ATM units with the specifications given in Annexure-I.

The Bidder, finally selected for entering into the purchase contract are referred to as 'Successful Bidder' in this Request for Proposal (RFP).

The Bid Details are as follows:

S. No.	Item	Description
1.	Bid reference	KGB/FIC/RFP/01/2020
2.	Last Date & Time for Submission of Bids	30/11/2020 1500Hrs
3.	Date and time of opening of Technical Bids	30/11/2020 1530Hrs
4.	Place of submission & opening of Bids	The General Manager, Kerala Gramin Bank, Head Office, IT Wing, A K Road, Malappuram-676505
5.	Address for communication	As above Sr.No.4. Tel : 0483-2733510 Mob:9400999994

All bids must be accompanied by bid security as specified in the Bidding Document and must be delivered at the above office on or before specified date and time indicated above.

If the Bank is not satisfied with technical specifications and the feasibility of the technical offers submitted by any bidder, the commercial offers of that bidder will not be opened. Technically disqualified offers will not be taken up for further process and no discussions / interface will be granted to such bidders.

Kerala Gramin Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons there for.

Instructions to bidders

1. Amendment to RFP Contents

At any time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) requested by a prospective bidder, modify the RFP contents by amendment.

Amendment will be notified in the official website of the bank and will be binding on bidders. The Bank shall not be liable for any communication gap.

In order to provide prospective bidders, reasonable time to take the amendment into account for preparation of their bid, the Bank may, at its discretion, extend the last date for bid submission.

2. Two Bid System Offer:

Separate offers (Technical & Commercial) must be submitted at the same time, giving full particulars **properly spiral bound** in separate sealed envelopes at the Bank's address given below, on or before time and date specified.

Bank's Address
The General Manager, Kerala Gramin Bank, Head Office, IT Wing, KGB Towers A K Road, Malappuram-676505

3. Bid Security/EMD:

The bidder shall furnish its bid security of 2,00,000/- (Rupees Two Lakhs only) as under:

- A Demand Draft issued by nationalized bank/ scheduled commercial bank for six months validity in favor of 'Kerala Gramin Bank' or
- A Bankers cheque of nationalised bank/ scheduled commercial bank.
- Bank Guarantee from nationalized bank.

Unsuccessful Bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed & for successful Bidder against Performance Bank Guarantee.

The bid security may be forfeited:

- If the bidder withdraws its bid during the period of bid validity specified by the Bank.
- In case the information submitted by the bidder supporting its eligibility claim is found to be false
- In case of the successful bidder, if the bidder fails to:
 - To sign the contract
 - To furnish performance security

All the envelopes must be super-scribed with the following information:

- Type of Offer (Technical or Commercial)
- Bid Reference Number
- Due Date
- Name of Bidder with contact details

ENVELOPE-I (Technical Offer): (in sealed envelope)

The Technical Offer (T.O) should be complete in all respects and contain all information asked for, **except prices**. The T.O. should include all items asked for in Requirement of Items (ROI). The T.O. should not contain any price information. The T.O. should be complete to indicate that all products and services asked for are quoted. For example, the Technical Offer should mention that AMC charges are included in the Commercial Offer, without mentioning the actual amounts in the T.O.

ENVELOPE-II (Commercial Offer): (in separate sealed envelope)

The Commercial Offer (C.O) should give all relevant prices information and should not contradict the T.O. in any manner. The C.O. should be complete in all respects and contain all necessary information. C.O. which is incomplete is liable for rejection.

These two envelopes containing the Technical and Commercial Offer should be separately submitted. Please note that if any envelope is found to contain both technical and commercial then that offer will be rejected summarily.

All pages must be numbered Page x of yy (eg. Page 12 of 30) and signed by (initials) the Authorized Signatory along with Company Seal.

The softcopy of the bid should be submitted in PDF.

Imp: All the documents submitted will become the property of the Bank.

1. Schedules of the Offer

The Bank requires one mobile ATM as per the detailed specifications as given in Annexure A and Annexure B

2. Qualification Criteria

Only the bidders, who fulfill all the qualifications mentioned in '**qualification criteria**' of the offer, are eligible to participate in the offer.

3. Terms and Conditions

Terms and conditions for bidders who participate in the offer for quotes are specified in the section called '**Terms and Conditions**'. These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of the purchase order, to be issued to the successful bidder(s) on the outcome of the offer process.

4. Non-transferable offer

This offer document is not transferable. Only the party, who has purchased this document, is entitled to quote.

5. Offer validity Period:

The offer should hold good for a period of 180 days from the date of opening of technical offer.

6. Address of Communication

Offers should be addressed to

The General Manager,
Kerala Gramin Bank,
Head Office, IT Wing, KGB Towers
A K Road, Malappuram-676505

7. Modification and Withdrawal of Offers

The bidder may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by Kerala Gramin Bank prior to the closing date and time prescribed for submission of offers. No offer can be modified by the bidder, subsequent to the closing date and time for submission of offers unless the same is necessitated on account of change in requirement from the Bank.

8. Preliminary Scrutiny

Kerala Gramin Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

Kerala Gramin Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and Kerala Gramin Bank reserves the right for such waivers.

9. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, Kerala Gramin Bank may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

10. No Commitment to Accept Lowest or Any Offer

Kerala Gramin Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Kerala Gramin Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. Kerala Gramin Bank will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations.

11. Documentation

The following information should be furnished along with the technical offer by means of printed technical brochures as per checklist provided.

- Make and model numbers of all the items quoted for
- Specifications of all items asked along with technical specifications table.
- Version number in case of software. It is required to indicate if the software requires any particular version of the operating system for compatibility.

- Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.

13. Submission of Technical Details

It is mandatory to provide the technical details in the exact format of Technical Details column given in the technical specifications. Kerala Gramin Bank may not evaluate the offer in case of non-adherence to the format or partial submission of technical details as per the format given in the offer.

Kerala Gramin Bank shall not allow/permit changes in the technical specifications once it is submitted unless the same is necessitated on account of change in requirement from the Bank. The relevant product information brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. (Please refer to the suggested checklist given in this document).

14. Make, Models & Part numbers of the equipment

It is necessary to provide make, model and part numbers of equipment and their sub components. The offer may not be evaluated and/or will be liable for rejection in case of non-submission or partial submission of make, model and part numbers of the items offered. Please note that substituting this information by just brand name is not enough.

15. Format for Technical Offer

The Technical offer must be made in an organized, structured and neat manner. Brochures/leaflets etc. Should not be submitted in loose form. The format for submission of technical offer is as follows:

Index

Technical Offer with Specifications as given in Annexure A & B completed with all the columns filled in.
Covering letter. This should be as per Annexure C. Details of the bidder, as per Annexure D.

Manufacturer's Authorization Form (if applicable) as per Annexure E.

Details of past installation, as per Annexure F

Details of support centers as per Annexure G

Bill of materials as per Annexure H. This table should not contain any price information.

Annexure-I-Proforma for the Bank Guarantee for Earnest Money

Annexure-J-Pre-Bid Query Format

Annexure-H-Terms and Conditions Compliance table

Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed. Valid Bank Draft or Bankers' Cheque/ Bank Guarantee as Bid Security. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as asked in the offer document.

16. Format for Commercial Offer

The Commercial offer must not contradict the technical offer in any way. The suggested format for submission of Commercial offer is as follows:

- a) Index
- b) Covering letter

- c) Commercial Version of Bill of Materials and Price Schedule (as per Annexure H). This must contain all price information, including warranty and facility management details.
- d) A statement that the bidder complies with Payment schedule given in the offer.

18. Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. 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. Kerala Gramin Bank may treat offers not adhering to these guidelines as unacceptable.

19. Locations of Installation

This offer is being floated by the Head office of Kerala Gramin Bank .The Mobile ATM being procured through this offer shall be installed and commissioned by the successful bidder at the Bank Head offices at Malappuram. Later it will be deployed to different location across the state so the bidder should be in a position to provide maintenance support at all these locations (Will specify on the Purchase order)

20. Costs & Currency

The cost must be indicated as Fixed Price in Indian Rupees only, including the following:

1. Cost of the equipment/ services.
2. Installation and commissioning charges, if any,
3. Minimum of 5 year comprehensive on-site warranty covering all parts & labor for ATM. This period will start from date of acceptance of each installation by the Bank in writing.
4. Transportation and Forwarding charges up to the site of installation.

The price offered to the Bank must be in Indian Rupees, inclusive of applicable taxes and duties. Any new taxes/ increase in taxes introduced by Govt. / State Govt./ Municipal Corporation or local bodies which is subject matter of the contract, if it is a liability of Bank shall be borne by the Bank and shall become payable by the Bank on production of documentary proof by the bidder. The price should be inclusive of GST.

Prices, which are not quoted as above, can be rejected. The Bank reserves its right to reject any bid submitted with an adjustable price quotation.

21. Criteria

Following criteria describes the major aspects for evaluation of offers:

- a. Bidder meeting the eligibility criteria as specified in the tender document.
- b. Compliance of the ATMs offered with technical specifications laid down in the tender.
- c. Acceptance of tender terms and conditions.

22. Determination of L1 Bidder

The Bank will open the technical bids on the stipulated day in the presence of authorized representatives of the bidders. The technical bid will be opened first and evaluated for technical requirements as per the stipulations.

L1 bidder will be decided through sealed bid

Bank will open the commercial offer of all the technically qualified Bidders

L1 bidder will be selected on the basis of the least total cost of ownership (TCO) criteria. The bidder who has quoted lowest TCO would be declared as L1 bidder.

23. No Negotiation

It is absolutely essential for the bidders to quote the **lowest price** at the time of making the offer in their own interest, as **Kerala Gramin Bank will not enter into any price negotiations, except with the lowest quoting bidder**, whose offer is found to be fully technically compliant

No Bidder shall contact the Bank on any matter relating to its offer from the time of offer opening to the time the Contract is awarded. Any effort by a bidder to influence the Bank in its decision on offer evaluation, comparison or contract award decisions may result in the rejection of the Bidder's offer.

24. Right to Alter Quantities

Kerala Gramin Bank reserves the right to issue Purchase Order in phases or to alter the quantities specified in the offer to the extent of +/- 50 %. Kerala Gramin Bank also reserves the right to delete one or more items from the list of items specified in offer. The Bank also reserves the right to avail the AMC services from other vendor after the expiry of warranty period.

Qualification Criteria

1. Eligibility of the Bidder

S. No.	Clause	Documents Required
1.	The bidder should be registered as a company in India as per Company Act 1956.	Certificate of Incorporation
2.	The Bidder should have a minimum annual turnover of ` 10 Crores from ATM related operations in each of the last three financial years. The bidder should have positive net worth last three financial years and should be a profit making company in the last three years. The turnover must be the individual Company's turnover and not that of any group of Companies.	Copy of the audited profit and loss account of the company showing turnover of the company for last three years.
3.	The production unit / factory of the branch of ATMs being quoted should be ISO 9001:2000 certified or any equivalent/higher certification. If the production unit is outside India, it should meet equivalent international standards	ISO Certificate to be submitted
4.	The vendor should be providing Mobile ATM Services for at least one bank at the time of bidding for this Tender.	PO copies to be submitted.
5.	The bidder should not be currently blacklisted by any Central/State Govt. depts./Public Sector Banks / Financial Institutions in India. The bidder should submit a certificate from Company Secretary / External Auditor to this effect.	The Bidder should submit a certificate from Company Secretary / External Auditor to this effect.

OEM can quote directly or through channel partners or system integrator/franchisee. The channel partner/ system integrator/ franchisee should meet all above eligibility criteria except in respect of production unit which OEM should meet. OEM should submit MAF form that covers all the point that are mentioned by the Bank in Annexure E.OEM or their channel partner / system integrator / franchisee can only participate. However both should not participate in which case both will be disqualified and their offer will be rejected.

2. Quality Standards

Kerala Gramin Bank is looking for well-proven branded products. All products quoted should be associated with specific model numbers and names and with printed literature describing configuration and functionality. Any departures from the printed specifications should be clearly identified in a separate Annexure titled "Deviations", which must be supplied by the bidder along with the offer, document.

3. Unacceptable quality of components

The bidder should not substitute any internal components or subsystems of ATMs by similar items from different manufacturers, without adequate justification that is acceptable to Kerala Gramin Bank.

4. Manufacturer's Authorization form

Bidders, other than the manufacturers must submit a letter of authority from their manufacturers that they have been authorized to quote on behalf of the manufacturer. MAF certificate from OEM of Software Distribution and EJ Pulling software should also be submitted.

Terms and Conditions of the Offer

1. Technical Inspection and Performance Evaluation

Kerala Gramin Bank reserves its right to carry out a technical inspection and performance evaluation (benchmarking) of Mobile ATM offered by short-listed bidders.

2. Payment Terms

Payment details is as follows:

- **Installation of mobile ATMs**

No advance payment against Purchase Order. Kerala Gramin Bank will pay 80% of the order value against delivery and installation at the site (including training at installed site), 20% on acceptance of by Bank. In case of SNR- Site not ready case, 100 % payment shall be paid by the Bank within 45 days of delivery at the respective sites by the bidder on production of certificate to the branch that the bidder will install the ATM at no extra cost to the Bank when the site is ready.

The installation for Mobile ATM will be deemed as incomplete if any component is not delivered or is delivered but not installed and/or not operational or not acceptable to Kerala Gramin Bank after acceptance testing/examination. In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The installation will be accepted after complete commissioning of Mobile ATM and satisfactory working for a minimum period of 10 days.

3. Pre-dispatch Inspection

Bidder shall inform its readiness for the factory inspection at least 15 days in advance. Bank reserves its right to carry out factory inspection of the Mobile ATMs to be supplied to Banks at bidder's factory/site/center. There shall not be any additional charges for such inspection. However, Bank will have the discretion to recover the costs related to travel and stay of its staff/consultants from bidder if the ATMs offered for inspection is not as per Bank's order or the bidder do not comply with the test and inspection procedures. Inspection procedure in detail shall be intimated to the bidders at the time of placing orders.

Should any inspected Mobile ATMs fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the bank.

The Bank's right to inspect, test and where necessary, reject the Mobile ATM after its arrival at destination shall in no way be limited or waived by reason of the previously been inspected, tested and passed by the bank or its representative

4. Delivery, Installation, Commissioning

The bidder should deliver and install Mobile ATM at each location within 8 Weeks after receiving the purchase order and intimation from the Bank.

If the bidder fails to deliver and/or install all the equipment ordered within the stipulated time schedule or by the date extended by Kerala Gramin Bank, it will be a breach of contract. In such case, Kerala Gramin Bank may

foreclose the bank guarantee without any notice. In the event of Kerala Gramin Bank agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Kerala Gramin Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event Kerala Gramin Bank reserves its right to foreclose the bank guarantee.

At the discretion of Kerala Gramin Bank, there will be an acceptance test conducted by the bidder in presence of Kerala Gramin Bank officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in Mobile ATMs supplied, Kerala Gramin Bank may cancel the entire purchase order and return them back to the bidder at bidder's costs and risks. The cancellation of the order would not be applicable to the Mobile ATMs supplied and already accepted by the Bank but it would be applicable to the Mobile ATMs that are pending for acceptance.

The Bank will not arrange for any Road Permits/Sales Tax clearance for delivery of hardware to different locations and the bidder will have to make own arrangements for delivery of hardware to the locations as per the list provided by the Bank along with the order. However bank will provide necessary help like arrangement of Sales Tax forms to be attested by the bank etc. In states where road permits are compulsory delivery, installation and commissioning should be completed within 7 weeks from receiving the purchase order and intimation from the Bank.

5. Order Cancellation

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone

- a. Delay in implementation as specified in the scope of this document beyond the specified period.
- b. Serious discrepancy in the quality of service / hardware / software expected during the implementation, rollout and subsequent maintenance process.
- c. In the case of any violation of the terms of the RFP, Contract, Secrecy or persistent default in complying with the terms of Service Agreement
- d. At any stage, any representation or particulars furnished by bidder are found to be incorrect or false
- e. In the case the bidder change its constitution or amalgamate or merge with any other entity without the prior intimation to the Bank or such change being unacceptable to the Bank
- f. In the case any major shareholder or stakeholder are found to have been engaged in activities which are criminal in nature in their own country or any proceedings for declaring them as insolvent for winding up are pending or initiated.
- g. The bidders fail to submit the proof of entering into direct arrangement with the OEM for providing support for hardware and software within 30 days after issuance of Purchase order

However the Bank's decision on the matter will be final and binding on the bidder.

In addition to the cancellation of Purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the bidder.

Upon cancellation of contract/completion of period of service, the bidder should handover the peaceful legal possession of all the services provided as per the scope of the contract along with the licenses therewith and

obtains discharge from the Bank. The Bank also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

7. Acceptance Tests

At the discretion of bank, acceptance tests will be conducted by the bidder at the site in the presence of the officials of Kerala Gramin Bank and/or its nominated consultants within 3 days after the installation of the ATM. The tests will check for trouble-free operation for seven consecutive days apart from physical verification and testing. There shall not be any additional charges payable by Kerala Gramin Bank for carrying out this acceptance test. Kerala Gramin Bank will take over the system on successful completion of the above acceptance test. An average availability of 99 % for duration of test period shall be considered as satisfactory. In case the acceptance test is not completed within 10 days due to factors contributable to the Bank, it will be considered as SNR case. Warranty will start from the 11th day from the date of installation of ATM for all cases including SNR cases.

The acceptance Tests shall be carried out broadly on following guidelines

- a. The delivered ATMs and software should be as per the purchase order/agreement without deviation except where mutually agreed upon
- b. ATM configuration and the software should be full installed as per specifications.
- c. The bidder must demonstrate the features specified in technical specifications.
- d. Successful live operation

In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance tests, failing which the bank reserves the right to get the equipment replaced by the supplier at no extra cost to the purchaser.

8. Software Drivers & Manuals

The Mobile ATMs will have to be supplied with the complete documentation of hardware, all subsystems, operating systems, system software, software drivers and manuals as applicable which will help the Bank to handover the Mobile ATM network to any service provider for management and maintenance. The bidder shall supply operation and maintenance manuals together with drawings of goods and equipment's built. These shall be in such details as will enable the bank to operate, maintain, adjust and repair all parts as stated above.

9. Warranty

The offer must include a minimum comprehensive on-site free warranty of 5 years from the date of installation for ATM and acceptance of the solution by the Bank including all software, hardware, parts, media, patches, updates and licenses. No parts, accessories of the systems including consumables be should be excluded from such warranty

The OEM or bidder may from time to time release Updates/Upgrades/New releases/New versions. The bidder must ensure that all such Updates/Upgrades/New releases/New versions and version migrations, as and when released during the term of warranty period should be notified to the Bank by bidder and should be made live on the equipment installed within 6 weeks during the term of the contract period at no additional cost or fees or expenses.

Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the agreement. Bidder must warrant all hardware, equipment, accessories, spare parts etc. against any manufacturing defects during the warranty

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period.

During the warranty period Bidder shall maintain the systems and repair / replace at the installed site, at no charge to the Bank, all defective components.

Warranty should not become void, if Bank buys, any other supplemental hardware from a third party and installs it within these machines under intimation to the Bidder. However, the warranty will not apply to such supplemental hardware items installed.

In the event of system breakdown or failures at any stage, protection available shall be specified this would include the diagnostics for identification, protection of data entered, Recovery / restart facilities and Back up facilities.

The Bidder shall carry out Preventive Maintenance (PM) on quarterly basis, including cleaning of interior and exterior, of all hardware and testing for virus, if any, once in a calendar quarter and should maintain proper records at each site for such PM. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM and also the payment to be made for Facility Management would be deferred.

For implementing different versions of Application Software, if adjustments / change in the configuration are to be made in base memory the same should be carried out by the Bidder as a part of warranty. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed, the same should be done as part of warranty. The Bidder shall ensure that the warranty complies with the agreed technical standards, security requirements, operating procedures, and recovery procedures

The bidder shall perform warranty and license registration, if any, with the appropriate manufacturer, for hardware and software procured through the Bidder or procured by the Bank with notification to the bidder for inclusion in such data base As far as possible, the equipment should be repaired at site. Where the equipment is taken for repairs outside the Bank, a substitute should be provided and data, if any, should be transferred to the substitute machine besides creating back-up in one of the system's at the Bank's office and the data in the machine should be got deleted and hard disk should be degaussed.

If during warranty period, any equipment has a hardware failure on four or more occasions in a period of less than three months or six times in a period of less than twelve months, it shall be replaced by equivalent or higher-level new equipment by the bidder at no cost to the Bank. However, if the new equipment supplied is priced lower than the price at which the original item was supplied, the differential cost should be refunded to the Bank.

For any delay in making available the replacement and repaired equipment for inspection, delivery of equipment or for commissioning of the systems or for acceptance tests / checks on per site basis, Bank reserves the right to charge a penalty.

The bidder has to enter into direct arrangement with the OEM for fulfilling the obligation related to warranty/AMC of the ATMs and for Software Distribution and EJ pulling software for at least 5 years from the date of acceptance by the Bank.

10. Facility Management

Facilities Management cost which is inclusive of Warranty, Software Distribution (including EJ Pulling) cost would be paid quarterly in arrears and shall also include hardware management, inventory management, hardware & software maintenance including preventive maintenance, software support, software license Management, software updates, patch management, security updates, data updates or any other cost that is involved in providing support services as sought in this tender.

The Bank would arrange to log the call either through the Branch, ATM switch or through Bank's Managed Service

vendor for downtime of Mobile ATM. The bidder should provide login to the tool to view the calls logged for at least 30 users.

It is the responsibility of the bidder to submit along with invoices for Facility Management services, SLA reports on availability of ATMs. The SLA report should mention the penalty amount (if any) to be deducted on account of downtime of ATM or delay in providing the Electronic Journal. However Bank would verify the correctness of reports and reserves the right to get the report modified on account of discrepancy in the report. As regarding Software Distribution from management center the bidder should get confirmation from Cards Management Department in form of email (in specific format as decided by the Bank) regarding receipt of EJ on monthly basis and record for the same has to be submitted to Bank when invoice for doing this activity is raised by the bidder.

11. Penalties

Penalty for delay in delivery and installation of ATM

If the bidder fails to deliver and install the ATM within the specified limit, the bidder shall be liable for penalty of 1% of the quoted price of mobile ATM per week.

Penalty for Defect and Downtime in ATM services

The implementation of ATM Delivery Channel is of critical importance for the Bank and therefore, it requires cardholder availability of 98.5 % monthly. Availability during Saturday, Sunday and holidays should not be less than 98.5%. A fall in this availability could result in penalties. The extent of penalty for fall in availability is as under. For calculating downtime travel time would not be excluded.

Level of availability for a given location calculated on monthly basis	Penalty Amount
> 98.5 % to 100%	No penalty would be deducted
> 95% to □ 98.5 %	0.10% of the ATM cost per ATM for every 1% of downtime.
> 95%	0.20% of the ATM cost per ATM for every 1% of downtime.

Note for Penalties:

- a. In case the penalties exceed 20% of the contract value the contract may be cancelled and amount paid if any, will be recovered with 1.25% interest per month from the date of the respective payment made by the Bank to the vendor.
- b. If at any time during performance of the Contract, the bidder or its authorized agent should encounter conditions impeding timely completion of implementation schedule / delivery of the Services, the bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder notice, the Bank shall evaluate the situation and may at its discretion extend the bidder's time for performance against suitable extension of the period of the performance guarantee.
- c. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the bidder. However Bank reserves the right to cancel the order over and above charging penalty.
- d. Upper cap for all the penalties will be 20% of the total order value.

13. Training

The Bidder will train the designated end-user personnel of the Bank to enable them to effectively operate the total system. Such training should be for a maximum duration of one day and carried out during the period of installation of the complete system to ensure proper handling by the designated personnel at the branch/site. The Bank will not pay any additional charges for the training.

14. Technical Documentation

The technical documentation involving detailed instructions for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

15. Right to use Defective Goods

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

16. Indemnity

The Bidder hereby indemnifies, protects and saves the Bank and holds the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this contract, (ii) breach of any of the terms of this contract or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder, (iii) bonafide use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project, (v) claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this contract, (vi) breach of confidentiality obligations of the Bidder, (vii) negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, sub contractor or any of their employees appointed by the Bidder for the purpose of any or all of the obligations under this contract. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notifies the Bidder in writing immediately on being aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations.

Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

The Bidder shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a. Non-compliance of the Bidder with Laws / Governmental Requirements.
- b. Intellectual Property infringement.
- c. Negligence and misconduct of the Bidder, its employees, subcontractor and agents.
- d. Breach of any terms of Agreement, Representation or Warranty.
- e. Act of omission or commission in performance of service.
- f. Loss of data.
- g. Any fraud committed on the ATMs due to technological issue.

Indemnity would be limited to court awarded damages. However indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trade marks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipments or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the

Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Bank is required by any authority / regulator to make a comment / statement / representation. Indemnity would be limited to court or arbitration awarded damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

17. Limitation of Liability

The bidder's aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract. The bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the bidder as part of this contract.

In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this contract or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

18. Audit

The bank shall at its discretion audit the software and services of the Bidder by its internal/external auditors.

The Bidder shall provide various audit tools for auditing all the components proposed by the Bidder as part of the solution. The audit tools will need to be provided by the Bidder in the form of application audit reports that can be used by the internal, external, Bank appointed and statutory auditors. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors.

The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to inspecting auditors of the Bank and/or of RBI and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to cooperate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry our inspection and/or other functions. The cost that is to be paid to RBI or any government agency for doing the audit/inspection will be borne by the Bank. The Bank also, reserves the right to call for any material information/report etc. during the subsistence of the Contract to verify continuous adherence to the terms of contract.

Bank will also conduct annual review on the financial and operational condition of the Bidder to assess its ability to continue to meet its obligations.

19. Publicity

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

20. Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, 'Force Majeure' means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to Acts of purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify Kerala Gramin Bank in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by Kerala Gramin Bank in writing, the Bidder shall continue to perform it's obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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, Kerala Gramin Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of Kerala Gramin Bank shall be final and binding on the bidder.

23. Resolution of Disputes

Kerala Gramin Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Kerala Gramin Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to the Arbitrator to be nominated by Kerala Gramin Bank and shall be binding upon the bidder. The award of the Arbitrator shall be final and binding on the parties. The arbitration and reconciliation act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Malappuram.

The scope of work for Mobile ATM:

The Scope of work is briefly furnished in the following paragraphs from 2.1 to 2.10. Detailed requirements are furnished in Specification of Requirements.

2.1 Supply and installation of mobile ATM with permanent registration.

2.2 Purchase of vehicle that is branded as per the color codes specified by the Bank, with reinforced body for mounting ATM.

2.3 Supply, installation and commissioning of network, UPS, Genset, lighting arrangements etc. to facilitate

transactions through Mobile ATMs.

2.4 DVR/CCTV image capturing while transacting on ATM.

2.5 The interior of the vehicle should be furnished to host two officers of the Bank who would carry out banking and / or financial inclusion related activities.

Annexure A: Technical Specifications for ATMs

Requirements	Complied (Yes/No)	Details
Type of ATM		
Lobby Model with front replenishment		
Processor within ATM		
Intel /Pentium/ATOM/ AMD @ 1.66 GHz or higher		
Minimum 4 GB DDR RAM or higher		
Primary HDD - Minimum 200 GB or higher SATA HDD Secondary HDD – Minimum 200 GB or higher SATA HDD		
USB Ports in front for front access ATMs		
DVD writer with latest specification & with controller card		
1 RS 232 Serial port and 2 or more USB ports		
1 Ethernet Card 100 Mbps with RJ45 port		
MPEG full motion video with voice guidance support to play both MPEG and wave / sound file		
OS hardening (with Firewall). ATM should be adequately hardened and only white listed necessary services run in the system. No malware including viruses, worms and Trojans enter the ATM and Affect the system. Framework for adoption of Open Source Software (OSS): It is recommended that bidders are requested to provide solutions based on OSS platforms. In case the offered solution is not available on OSS platform, bidders may provide justifications for the same.		
SMPS		
In-built SMPS to work on 230V 50 Hz power supply		
Support input voltage of 230V AC/50 Hz with +/- 5% variation		
Operating System & hardening		
Multi tasking real time operating system. – Windows 10.		
Operating system hardening should ensure that all the unnecessary ports will be closed and will reduce the vulnerability of the Cash Dispenser operating system.		
Currency Chest		
UL 291 Certified Secure Chest Level-1		
S&G / MAS Hamilton (KABAMAS-CENCON) dual electronic combination lock of 6+6 digits with capability having One time combination (OTC) option and audit trail without any hardware change.		
Alarm sensors for temperature status, vibration status and chest open status while sending Signal/Messages to Switch/ ATM Management Centre with hooter and complete installation at site.		
Cash Dispenser		
Friction/Vacuum pick/ Robotic arm based technology		

Multi-media dispenser (Capable of dispensing currency, coupons, travelers' cheques, stamps, tickets, etc.,) with bunch presenter		
Capable of dispensing 40 notes or more per transaction		
Capability to dispense ATM fit used notes		
Capability of retracting notes that are not collected and left behind by the customer		
Indication of proper insertion of cassettes		
Two High double Pick Module with 4 cassettes configuration and should be capable of working even with 2 cassettes. All the four cassettes should be able to dispense cash and configured accordingly at the time of installation.		
Minimum 4 programmable secured cassettes, with lock and key/latch		
The Cash Dispenser should be capable to hold 4 such cassettes		
Cassette to hold minimum 2500 notes		
All Cassettes to be capable of holding and dispensing Rs50.00, Rs.100.00, Rs 500.00 and Rs2000.00 denomination notes		
One divert cassette for rejected notes with lock and key/latch		
Friction/Vacuum pick technology		
Multi-media dispenser (ticket/ coupon/ stamp/ receipt) with bunch presenter		
Dispense used notes		
Indication of proper insertion of cassettes		
Capable of Multi currency dispensing		
Dispense at least 5 notes per seconds		
<u>Hybrid Dip Card Reader</u>		
Hybrid Dip Reader for EMV Chip Smart Card and magnetic strip cards. ATM should be ready for reading EMV chip data from EMV card with required integrated software		
Dip SMART card reader capable of reading track 1 and 2		
Conformance to VISA /Master /RuPay standards		
Capable to read HYCO Card		
EMV level 1 and 2 ver 4.0 or later, as certified		
<u>Customer Interface on ATM</u>		
SVGA compliant color LCD touch screen monitor of 10.4' or higher with 1024X768 resolution or higher with 8 FDKs		
Monitor should be capable of displaying graphic features such as animation, blinking, fade-in fade-out, sprinkle, horizontal & vertical scrolling and time & date		
ATMs should have privacy screen filter which enables the view of the ATM screen only to the customer standing in front of the ATM.		
Rugged spill proof Triple DES enabled keyboard with polycarbonate tactile/stainless Steel EPP pin pad keys. EPP Keypads to be PCI compliant with sealed metal keypad		
EPP key pads to be with EMV Version 5.0 or later, as certified		
EPP key pads to be PCI compliant.		

Touch Screen (with support for visually handicapped through 8 Function Keys		
8 Function Keys (FDK) with Braille sticker/embossing		
Capable of Voice guidance to customer & digitalized WAV files in indian accent for the same in all the three languages to be provided by the vendor L		
Speakers for customer guidance		
<u>DES chip</u>		
Capable of supporting Remote key Management DES/RSA		
Support AES (Advanced Encryption Standard) in future without any additional Hardware/software changes		
Triple DES chip with encryption / verification / validation software. Should support AES without any additional hardware.		
Capable of supporting Remote key Management – DES/RSA		
<u>Operator Interface</u>		
Maintenance Panel, Monitor to facilitate all operations related to housekeeping and maintenance of the ATM.		
<u>Receipt Printer</u>		
40/36 column Dot Matrix/Graphic Thermal printer to print various information pertaining to the transaction executed by the customer, log of the transactions etc		
Auto paper cut facility to throw the receipt to the customer		
<u>Journal Printer</u>		
40/36 column Dot Matrix/Thermal Printer to print audit trail as per Bank's requirement.		
Electronic journal to be also written on ATM's hard disk.		
Solution should include a EJ Viewer.		
The ATM should support Centralized Electronic Data Capture (EJ Pulling) to work simultaneously		
<u>Connectivity</u>		
Should have Network Interface Card		
Should be capable of being connected to branch data base		
Should be capable of being connected to Bank's Electra switch and other switch of other network – using existing device handlers at no additional cost to the bank		
ATM must support TCP/IP		
<u>Application Software</u>		
The software should be capable of performing multifarious functions listed above and elsewhere in this document		
Capability to support MPEG full motion video		
The software should have the utility for converting files containing transaction details into ASCII format		
The software roadmap should include support for remote key transport and XFS as well as IFX message standards		
Software for Electronic Journal pulling by Managed Service vendor DVSS monitoring software		

Configurable Bar Code reader software, DVSS monitoring software and EMV card reader software		
<u>Software Agent</u>		
The ATM should be capable of supporting a third party software agent such as SDMS/ Radia/ Infobase etc. The vendor should also agree to install any software selected by the bank at no extra cost to the bank		
Should be capable of interface with the Bank's Switch –Electra. Should have Software for reading the EMV chip cards		
<u>Cash Retraction</u>		
The cash retraction should be completely disabled on the ATMs.		
<u>System Hardening /Terminal Security</u>		
All ATMs should be adequately hardened and only white listed necessary services should run on the machines. No malware including viruses, worms & Trojans enter the machine and affect the ATM and the network.		
<u>Security</u>		
ATM should have all standard security features.		
ATM should be TRIPLE DES compliant		
Keypad with Triple DES Encrypted PIN Pad with Remote Key Loading Feature		
Support for Advance Encryption Standard in future without any additional hardware		
The PIN Pad must also meet Master/Rupay/Visa requirements on Tamper Resistant Security Module which enables automatic destruction of Secret keys in case of attempt to interface with the encryption system		
ATMs should have PIN pad shields covering all three sides to avoid shoulder surfing or capture by the external camera.		
ATM should be provided with Anti-virus solution to facilitate blocking of malicious codes/traffic entering the ATM. Alternatively, the vendor should provide ATM specific firewall to take care of intrusion detection, port scans and other common virus attacks.		
ATMs should have rear mirrors covering majority area of the ATM site which allow users to see what is happening behind him when he/she enters the PIN (shoulder surfing).		
<u>Protocols</u>		
ATM must support the TCP/IP protocol		
ATM should also support either Diebold D 912 or NDC-Plus drivers		
<u>Scalability/Upgradability</u>		
The ATM should be scalable / upgradable in terms of		
RAM (memory)		
HDD		
Card Reader to read Smart Cards / Hybrid cards		
<u>Remote Status Indicators</u>		
ATM should have remote status indicators for		
Low paper		
Low currency		

Currency Jam		
Divert bin Full		
ATM out of service		
Paper jam in printers		
Printer fatal		
Other indicators		
DVS system down indicators		
<u>Additional Capabilities</u>		
The ATM should be with Bio-metric functions without any additional cost to the Bank		
The ATM software should be capable of one to one marketing client when loaded on ATM should be able to interact with different CRM sources using open standard messaging standards.		
<u>Integrated ATM Surveillance Solution</u>		
Solution must be capable of capturing image of the person.		
Solution must be motion-sensitive and capable of capturing image of the person while doing transaction in the ATM. The solution should use minimum two cameras in different angles, one inside the ATM and another in the ATM Cabin. Camera should be suitably positioned to take image of the person even under normal lighting conditions. Camera should not capture the hand movement while entering the PIN. It will be the responsibility of the vendor to ensure that the images so captured are able to identify the persons entering the ATM room.		
At no point the cameras should focus on ATM keypad (Mask must be implemented on keypad area). All the camera images should have timestamp by default.		
The cameras should be pilfer proof.		
Solution should be able to store the images in a digital format for minimum six months (For the purpose of capacity estimate, the average daily volumes can be taken as 300) .		
The system should have adequate provision for storing the images, back-up and archived images. ATM must have two hard disk of 500 GB Capacity for ATM operation and storing the images data.		
Solution must provide an interface to browse, search and archive the stored images on hard disc or external media		
Solution must be configurable to suit different site requirements and must be capable of performing under extreme light and heat conditions.		
Solution must be capable of monitoring from a central location		
The solution must not degrade the performance of ATMs, e.g., speed of normal transaction		
The hardware should be integrated within ATM		
<u>Visual Impaired kit for the ATMs</u>		
ATMs installed should be Braille keypads for persons with visual impairment.		

ATMs should include Braille-enabled function keys and guide labels for other functionalities, such as card reader, reader, receipt, cash dispenser.		
Bunch cash presenter for ease in collecting cash		
Personalised headphone jack with voice control features		
Voice guidance facility of Talking ATM		
Ergonomic design for easy accessibility		
<u>Finger Print Reader</u>		
UIDAI certified finger print scanner for Aadhaar enabled Payment System in the fascia (The details of the certified scanners are available in uidai PORTAL. Some of the models are : Morpho /MS01350E, Morpho /MS01350E2, Morpho /MS01300E, Mnatra/MFS100, CSD-200, FM220 and Realscan G1)		
<u>Others</u>		
Bidder to integrate – wherever feasible -- the alarm sensors of the ATMs to the branch siren/hooter without any additional cost to Bank.		
ATMs should be capable of One to One Marketing. Client when Loaded on ATMs should be able to interact with different CRM sources using open standard messaging standards.		
ATMs should have rear mirrors covering majority area of ATM site which allow users to see what is happening behind him when he enters the PIN to avoid shoulder surfing.		
ATMs should have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras.		

Annexure B: Specifications for Vehicle, UPS and DG Set

SI No.	Required Specifications	Vendor's Offer	Deviations
1	Should get Bank's prior approval of the prototype to be used		
2	The vehicle should be new having reinforced body and adequate space to accommodate ATM machine		
3	Vehicle Make Vehicle Model No Vehicle should be preferably MAHINDRA BOLERO Maxi truck CBC PS		
4	Inside area of the vehicle and the ATM transacting area should be properly illuminated with Tube lights / CFLs of adequate wattage.		
5	Provision for 2 working tables with 4 customer chairs with height adjustment, 2 officers chairs		
6	The Vehicle shall be suitably designed to house the ATM which will be accessed by the users conveniently. ATM Access sketch and the interior sketch should be enclosed.		
7	The Vehicle shall have canopy arrangement to protect ATM fascia and card user from rains, bright sunshine and it should be leak proof in open and closed positions.		
8	Provision of Fire extinguishers of adequate capacity - dry powder / gas type for the safety of the equipment		
9	Wheel immobilizers to be provided to prevent the movement of vehicle by car lifters.		
10	Burglar alarm for safety should be provided.		
11	The exterior of the vehicle should be PU painted as per our color choice with provision for advertisement on both sides to display / advertise the Bank's products and Services.		
12	All the equipment, electrical fixtures fitted on the vehicle needs to be well maintained and functional for trouble free service.		
13	All the equipment /accessories provided on the vehicle should be new and of reputed make. The vendor will provide the names of the manufacturers from whom the equipments have been purchased		
14	Vehicle tracking Global Positioning System shall be provided by the Vendor.		

15	Adequate No. of fire Extinguishers should be provided(minimum two)		
16	Adequate No. of fire Extinguishers should be provided(minimum two)		
17	Online UPS with back up duration 9 hours, of reputed make and manufacturer should have ISO certification. The UPS should have an arrangement to operate on 3 KVA DG set for supply of electric power in case batteries are drained out. Provision to provide power directly from any AC supply source i.e. provision to draw power from source other than DG supply also		
18	UPS Make UPS Model No		
19	UPS Make UPS Model No		
20	DG set of reputed make for supply of electric power in case batteries are drained out. Manufacturer should have ISO certification.		
21	DG Set Make DG Set Model No		
22	DG Set Make DG Set Model No		
23	The Vendor shall ensure adequate and uninterrupted power supply and lightings in the vehicles. Repair/replacement of bulbs, holders, reflectors, starters, chokes, frames and all other fixtures. All lights within the ATM areas and outside like Backlit signage, Glow sign boards and all other lights are covered under this section. It shall be the responsibility of the Vendor to ensure that all lights are functioning at all times. The Vendor shall ensure that all problems with the lights including replacements are rectified immediately.		
24	Tie up with OEM or their Authorized service provider for Annual Maintenance Contract of UPS, Access Lock or other pertinent items.		
25	Tie up with OEM or their Authorized service provider for Annual Maintenance Contract of UPS, Air Conditioners, Access Lock or other pertinent items.		

Bill of Material
Mahindra Bolero Maxi Truck (Cabin & Chassis), BS (VI)
Vehicle Fabrication work
ATM
GPRS Router
UPS with Heavy Battery Set (8 Hour Requirement)
GPS / Tracking Device
CCTV
Vehicle immobilizer
Genset
LCD Display
Other components
Bidder to indicate each component name, make, model with inbuilt warranty period

Fabricating Body
Heavy Duty Tubular Structure.
20 SWG Imported Colour Coated G.I. Sheets For Exterior, And ACP Sheets For Interior.
Marine Ply Covered With Vinyl For The Flooring.
Provision To Keep ATM Machine, UPS With Batteries, Portable Generator Set.
Electrical Fittings like Tube Lights and Fans.
Providing Branded Air Condition Unit To Be Run With Vehicle Engine.
Providing One Door At L.H Side, And One Flap For The ATM Machine, Folding Steps Will Be Provided.
Wooden Furniture Like Tables & Chair Will Be Provided.
Provision to Fix one LCD Screen.
Providing Folding Awning Shade Will Be Provided At L.H Side Of The Vehicle
Accessories Like Sun Visor, Rear View Mirrors, Centre Mirror, Mud Flaps, Height Indicator Lights, Side Signal Lights, Fire Extinguisher Etc...
Complete Vehicle Insulating With 38 mm Thermacol & Hitlone To Avoid Transfer Of Heat.
Complete Vehicle Will Be Painted With P.U. Paint As Per Desired Shed.

Annexure C – Details of the Bidder

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

S. No	Item	Details
	Name of Company	
	Postal Address	
	Telephone and Fax numbers	
	Constitution of the Company	
	Name and designation of the person authorized to make commitments to Bank	
	Email Address	
	Year of commencement of Business	
	Sales Tax Number	
	Income Tax Number	
	Whether direct manufacturer or authorized dealers/agent	
	Name and Address of manufacturer	
	Location of Manufacturing facility	
	Brief Description of facilities for manufacture, production, inspection, testing and quality assurance	
	Brief Description of after sales service facilities available with the offerer Please fill up Annexure G also.	

Annexure D - Offer cover letter

Date: _____ 2020
Offer Reference No.: _____

To:

Having examined the offer documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver _____ (Description of equipment and Services) in conformity with the said offer documents 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 commence delivery within _____ (Number) days and to complete delivery, installation and commissioning of all the equipment and services as specified in the Contract within _____ (Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

If our offer is accepted, we will obtain the guarantee of a scheduled commercial bank other than a cooperative bank for a sum of 10% of the Contract Price for the due performance of the Contract.

We agree to abide by this offer till 180 days from the date of opening of commercial offer and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

Until a formal contract is prepared and executed, this offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is neither bound to accept the lowest or any offer the Bank may receive, nor to give any reasons for rejection.

Dated this _____ day of _____ 2020

Signature: _____

(In the Capacity of :) _____
Duly authorized to sign the offer for and on behalf of _____

Annexure E – Manufacturer’s Authorization Form (MAF)

To
The General Manager
Kerala Gramin Bank

Dated:

Dear Sir,

Tender Reference Number:

We _____ who are established and reputable manufactures of _____ having factories _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for offer.

We hereby undertake that the Model offered & empanelled will be available & supplied during the currency of the empanelment of 5 years or equivalent/higher model would be supplied. Further we confirm that service and spares for the supplied model will be available for 5 years form the date of installation.

We hereby confirm that above mentioned company will be purchasing manufacturer’s product support for 5 years. We also confirm that the serial number of supplied equipments that the bidder has quoted is covered under 5 years OEM advance replacement services as long as such bidder has purchased these services from us for the same duration.

Incase M/s _____ fails to deliver the services, we will facilitate your engagement with another _____ authorized service partner to provide services.

We hereby extend our full guarantee and warranty as per terms and conditions of the offer and the contract for the equipment and services offered against this invitation for offer by the above firm. Yours faithfully,

(Name)

for and on behalf of

M/s _____

(Name of manufactures)

Note: This letter of authority should be on the letterhead of all the OEM’s – ATM and Software distribution

Annexure F - Details of Track Record (Past /Current Installations)

Name of the Bidder _____

Name of the Client	Services Offered	Date of completion of delivery As per Contract as well as Actual	Contact person Name Tel. No. Fax No. Address
		Contract/Actual	

Annexure G-Bill of Materials and Price Schedule

Note: This bill of material must be attached in Technical Offer as well as commercial offer. The format will be identical for both technical and commercial offers, except that the **technical offer should not contain any price information**. Technical offers without the bill of material will be liable for rejection.

Bidder must take care in filling price information in the commercial offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. The Bidder has to quote for all items.

TABLE 'A'- ATM AND ATM ACCESSORIES

S. NO	Component	Components	Quantity (A)	Unit (B)	Price	Total Price (C=A*B)
1	ATM unit with warranty	ATM	7			
2	Software License on subscription basis		7			
TOTAL COST						T1

TABLE 'B'- VEHICLE WITH MODIFICATION AND ACCESSORIES

S. NO	Name of Schedule	Components	Quantity (A)	Unit (B)	Price	Total Price (C=A*B)
1	Vehicle & Accessories with One year Warranty	VAN	7			
2	Modification cost as per Bank Specification		7			
3	Diesel Generator Set (3 KVA)	Diesel Generator Set	7			
4	Online UPS with Batteries	UPS 1000 VA	14			
		Batteries 100 AH	42			
TOTAL COST						T2

Cost of project = T1+T2

Annexure-H

Proforma for the Bank Guarantee for Earnest Money

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

WHEREAS..... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at..... India (hereinafter referred to as 'the Service Provider') proposes to tender and offer in response to Kerala Gramin Bank tender **Ref. No. KGB/FIC/RFP/01/2020 dated 19/11/2020** (hereinafter called the 'TENDER')

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

AND WHEREAS the Service Provider has approached us,..... for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Service Provider and in consideration of the proposed TENDER to you, WE,having
Office at....., India have agreed to issue the BANK GUARANTEE.

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Service Provider of any of the terms and conditions contained in the Tender and in the event of the Service Provider commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the TENDER or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the Service Provider of their obligations in terms of the TENDER.

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

2. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Service Provider after expiry of the relative guarantee period of the Tender and after the Service

Provider had discharged all his obligations under the Tender and produced a certificate of due completion of work under the said Tender and submitted a ' No Demand Certificate ' provided always that the guarantee shall in no event remain in force after the day ofwithout prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

3. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the Service Provider till such time as may be required by you. Your decision in this respect shall be final and binding on us.
4. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the time of performance of the Tender or to postpone any time or from time to time any of your rights or powers against the Service Provider and either to enforce or forbear to enforce any of the terms and conditions of the said Tender and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Service Provider or any other forbearance, act or omission on your part or any indulgence by you to the Service Provider or by any variation or modification of the Tender or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Service Provider 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 Service Provider.
6. 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 Service Provider hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Service Provider from time to time arising out of or in relation to the said Tender and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing uncancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the Service Provider or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. 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 Service Provider.
13. Notwithstanding anything contained herein above;
 - i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;
 - ii) this Bank Guarantee shall be valid upto and including the date ; and
 - iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager
Seal
Address

Annexure-I
Pre-Bid Query Format

Sr. No	Section & Clause Ref. No.	Page No.	RFP text	Query	Response to query (to be left blank by the vendor)

Annexure-J : Integrity Pact

This pact will be a prequalification for participating in this and compulsory to sign.

Integrity Pact Format

Kerala Gramin Bank hereinafter referred to as 'The Principal'

And

_____ hereinafter referred to as 'The Bidder/Contractor'

Preamble

The Principal intends to award under laid down organizational procedures, contact against enquiry no. For

..... The Principal values full compliance with all relevant laws of the land, rules, regulation, economic use of resources and of fairness/transparency in its relations with its Bidder (s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principle mentioned above.

Section- 1- Commitments of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principle, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidders(S) with equality and reason. The Principle will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidders (s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principle will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section- 2- Commitments of the Bidder(s)/contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offense under the relevant AntiCorruption Law of India, further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of the Indian Nationality shall furnish the name and address of the foreign principals or associates if any. All the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third person to commit offense outlined above or be an accessory to such offences.
3. The word 'he/his' would include an individual or a partnership or a consortium, which is a party to this agreement.

Section-3 – Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of section-2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process and take appropriate action.

Section 4-Compensation for damages

1. If the principal has disqualified the bidder(s)/Contractor(s) from the tender process prior to the award according to section 3, the principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to section 3, or if the principal is entitled to terminate the contract according to section 3, or if the Principal is entitled to demand and recover from the Bidder/Contractor liquidated damages of the contract value or amount equivalent to performance bank guarantee

Section 5-Previous transgression

- 1) The Bidder/Contractor declares that no previous transgression occurred in the last 3 year with any other company in India and outside conforming to the TII's anticorruption approach including public sectors enterprise in India that could justify his exclusion from the tender process.
- 2) If the bidder/contractor make incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken..

Section 6- Equal treatment of all Bidder/contractors.

1. The principal will enter into agreements with identical conditions as this one with all bidders and contractors.
2. The principal will disqualify from the tender process all bidders/Contractors who do not sign this Pact or violate its provisions.

Section-7- Criminal charges against violating Bidder(s) Contractor(s)/ Subcontractor(s)

If the principal obtains knowledge of the conduct a Bidder, Contractor, Subcontractor or of an employee or representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of Kerala Gramin Bank.

Section 8- Independent external monitor/ monitors.

1. The Principal appoints competent and credible Independent for this Pact. The Task Monitor is to review independently and objectively, whether and to what extent the parties comply with obligations under this agreement.
2. The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Kerala Gramin Bank.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor . The Contractor. The Contractor will also grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation .The same is applicable to Subcontractors also .The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) as confidential.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice a violation of this agreement, he will so inform the Management of the principal and request the managements to can in this regard submit non-binding recommendation. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The monitor will submit a written report to the Kerala Gramin Bank within 8 weeks from the date of reference or intimation to him by the principal and should the occasion arise, submit proposals for correcting problematic situations.
7. If the monitor has reported to the Kerala Gramin Bank, A substantiated suspicion of an offence under relevant IPC/PC Act, and Kerala Gramin Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the monitor may also transmit this information directly to the central vigilance commissioner.
8. The word „Monitor“ would include both singular and plural.

Section 9- Pact Duration

This Pact begins when both parties have legally signed it. It for the contractor 12 months after the last payment under the contract, and for all other bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Kerala Gramin Bank.

Section 10- Other provisions

1. The agreement is subject to Indian Law. Place of performance jurisdiction is the Registered Office of the principal, i.e., Malappuram.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the bidder contractor is a partnership consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the integrity Pact and its Annexures, the Clause in the integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal).

(For & on behalf Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address)_____

Witness 2:

(Name & Address)_____

-----XXXX-----