

### INVITING OFFERS <u>FOR</u> <u>SUPPPLY AND INSTALLATION</u> OF 50 PASSBOOK PRINTERS AND 50 FLATBED SCANNERS <u>FOR</u> <u>KERALA GRAMIN BANK</u> Head Office, Malappuram, Kerala (Regional Rural Bank sponsored by Canara Bank)

TENDER Number : KGB/ITW/01/2020-21 dated 17-08-2020

TENDER issued by

Kerala Gramin Bank Head Office: IT Wing, KGB Tower, A K Road, Malappuram, Kerala – 676 505

## **RFQ INVITING OFFERS IN SINGLE-BID SYSTEM**

For "Supply and Installation of 50 Passbook Printer and 50 Flatbed Scanners For Kerala Gramin Bank The Offer document consists of the Following: -

- 1. Notice Inviting Offers
- 2. Instructions / Terms and Conditions to Bidders Annexure 1
- 3. Technical Specification of Passbook Printers and Flatbed Scanners Annexure 2
- 4. Broad scope of work **Annexure 3**
- 5. Offer Letter Annexure 4
- 6. Non-Disclosure Agreement Annexure 5
- 7. Undertaking of Authenticity for Supply and Installation of Passbook Printers and Scanners under Warranty **Annexure 6**
- 8. Escalation Matrix Annexure 7
- 9. Manufacturer/Authorized Distributor in India Authorization Form Annexure 8
- 10. Bank Guarantee Format Annexure 9

### 1. About Kerala Gramin Bank:

Kerala Gramin Bank, a Regional Rural Bank established in the State of Kerala on 08/07/2013, by amalgamating the erstwhile RRBs, namely South Malabar Gramin Bank and North Malabar Gramin Bank, vide Government of India notification F No: 7/9/2011-RRB (Kerala) dated 08/07/2013, having its Head Office at KGB Towers, A K Road, UP Hill, Malappuram, Kerala-676505 and the sponsor bank is Canara Bank. The Bank is having pan Kerala presence of 634 branches, 320 ATMs and 10 Regional Offices. The Bank is working on Core Banking System using Finacle. 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. Requirements:

### **Requirement Details:**

2.1 Bank invites sealed offers for Supply and Installation of Passbook Printers, and Scanners under Warranty for different Branches/Offices of the Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. The brief description of Passbook Printers, and Scanners is furnished in following table:

SL No	ITEM DETAILS	QUANTITY	Place of delivery	Last date and time for Bid Submission	Bid opening date and time
1.	Passbook Printer	50	The details of the branches / office where the printers & scanner are to be delivered will be intimated at the time of issuing the Purchase order	04-09-2020 at 3.00 pm	04-09-2020 at 3.00 pm
2.	Scanner	50			

- 2.2 Detailed technical specification for the above Passbook Printers, and Scanners is furnished in **Annexure-2.** All the Hardware/Software ordered for Supply and Installation of Passbook Printers, and Scanners should have comprehensive onsite warranty of 3 years.
- 2.3 Your quotation should be reached to the undersigned in closed cover superscripting "Quotation for supply of Passbook Printers and Flatbed Scanners under warranty for a period of Three years" to the address shown below.

The General Manager Kerala Gramin Bank Head Office, IT Wing, A K Road, Malappuram Malappuram P.O. – 676505, Kerala

- 2.4 Last date for submission of sealed quotations: 04-09-2020 at 3:00 PM.
- 2.5 Bids will be opened on 04-09-2020 at 3:00 PM.
- 2.6 Sealed covers containing the following should be submitted or Sent through Courier or dropped in the Tender Box kept at the Address mentioned above on or before 04-09-2020 at 3:00 PM.
  - Instructions / Terms and Conditions to Bidders Annexure 1
  - Technical Specification of Passbook Printers and Flatbed Scanners Annexure 2
  - Offer Letter Annexure 4
  - Undertaking of Authenticity for Supply and Installation of Passbook Printers and Scanners under Warranty – Annexure 6
  - Manufacturer/Authorized Distributor in India Authorization Form Annexure 8

### 3. <u>Resolution of Disputes:</u>

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there-in the specific disputes. In the event of parties failing to consent upon a single arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole arbitrator as provided under the Arbitration and Conciliation Act 1996. Place of Arbitration shall be Malappuram, Kerala, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

### 4. Legal Disputes and Jurisdiction of the court:

- 4.1 The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/ prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFQ. 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.
- 4.2 All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in **Malappuram** and the parties agree to submit themselves to the jurisdiction of such court as this RFQ /Contract agreement shall be governed by the laws of India.

#### **GENERAL MANAGER**

### Annexure 1 INSTRUCTIONS / TERMS & CONDITIONS TO BIDDERS

### 1. Award of Contract:

Bidder can be either the Partner/Distributor/System Integrator on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

- 1.1. In the event Partner/Distributor/System Integrator fails in their obligations to provide the product updates (including management software updates and new product feature releases) within 30 days of release/announcement, the OEM should assume complete responsibility on behalf of the Partner/Distributor/System Integrator to provide the same to the bank at no additional cost to the bank and will directly install the updates and any new product releases at the Bank's premises. To this effect Bidder should provide a dealer/distributor certificate as per **Annexure-8**.
- 1.2. Detailed technical specification for the above Passbook Printers and Scanners furnished in **Annexure-2.** All the Hardware/Software ordered for Supply and Installation of Passbook Printers and Scanners should have comprehensive onsite warranty of 3 years.
- 1.3. The lowest Quote as per the Offer Letter-**Annexure 3** will be selected as L1 bidder and Bank will notify the name of the selected bidder through Email/Letter.
- 1.4. The contract shall be awarded and order shall be issued to the selected successful bidder.
- 1.5. The selected bidder shall submit the acceptance of the order within Three days from the date of receipt of order. No conditional or qualified acceptance shall be permitted.

### 2. Other Terms & Conditions:

- 2.1. The offer submitted, and prices quoted there in shall be valid for a period of 60 days from the date of submitting the Bid. Bid valid for any shorter period shall be rejected by the Bank.
- 2.2. The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, or service, or other performance required of the vendor under the contract without prior written consent from the Bank.
- 2.3. The selected bidder shall submit Non Disclosure Agreement as per Annexure 5.
- 2.4. The Scope of the work is for Supply and Installation of Passbook Printers and Scanners as per the quantity detailed under **clause 2** and elsewhere in the document.
- 2.5. Bidder has to conform compliance to the Scope of Work mentioned in **Annexure-3**. Non compliance of above will attract Penalty at 0.50% per week subject to a maximum of 5% of the Contract value. The Bank reserves the right to cancel the Purchase Order either fully or partly if there is inordinate delay in delivery of the item.
- 2.6. All incidental expenses and Transportation etc., should be borne by the Bidder.
- 2.7. No additional costs will be paid other than ones mentioned in this document.
- 2.8. Please note that submission of bid does not automatically entitle for the contract

work. Bank reserves the right to reject any or all offers without assigning any reason whatsoever. Decision of the Bank is final and binding.

- 2.9. Bank shall provide the address and contact details for delivery of Passbook Printers and Scanners while placing the order.
- 2.10. Delivery of all Passbook Printers and Scanners should be within **10 days** from the date of acceptance of the Purchase Order. Vendor has to arrange for road permit at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post.
- 2.11. Bank reserves the right to change/ modify locations for supply of the items. In the event of any change/ modification in the locations where the hardware items are to be delivered/ not billed, the bidder in such cases shall deliver, install at the modified locations at no extra cost to the Bank. However, if the hardware items are already delivered/billed, and if the modifications in locations are made after delivery, the bidder shall carry out installation at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty should be applicable to the altered locations also.

### 3. <u>Penalties/Liquidated Damages:</u>

- 3.1. In case faulty Passbook Printers and Scanners are not repaired/ replaced within a Business day as per clause 5.3 of Section 5, Bank shall impose a penalty of Rs. 100 (Plus GST) per day and part thereof delay. However, the total Penalty /LD to be recovered under this clause shall be restricted to 10% (Plus GST) of the total value of the order.
- 3.2. **Penalties/Liquidated Damages for non-performance**: If the specifications of the RFQ are not met by the bidder during various tests, the bidder shall rectify or replace the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items.
- 3.3. The liquidated damages shall be deducted/recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 3.4. All the above LDs are independent of each other and are applicable separately and concurrently.
- 3.5. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

### 4. Payment Terms:

4.1. Payment Schedule will be as under :

SL NO	PAYMENT STAGES	PERCENTAGE OF PAYMENT	CONDITION/REMARKS			
1	Delivery	70%	70% on delivery of all Hardware & Software items on production of relevant documents. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank Officials of the respective Branch/Office and Manufacturer's/Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.			
2	Installation	20%	20% of the total cost will be released after successful installation of Hardware/Software items supplied as per Scope of Work. The vendor has to submit installation reports duly signed by the Bank Officials of the respective Branch/Offices, while claiming payment. The invoice and installation report should contain the product serial number of the item supplied.			
3	On completion of Warranty or submission of BG	10%	10% of total cost will be released on submission of Performance Bank Guarantee (As per <b>Annexure 9</b> ) by the successful bidder.			

- 4.1 Bank will release the payment on completion of activity and on production of relevant documents /invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank Officials of the respective Branch/ Offices and Manufacturer's/Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 4.2 Bank will not pay any amount in advance.
- 4.3 Payment shall be released within 30 days from submission of relevant documents as per RFQ terms and found in order by the respective offices, who have placed order on the selected Bidder.
- 4.4 The payments will be released through NEFT/RTGS after deducting the applicable LD/Penalty, TDS if any, by the respective offices who have placed order on the selected bidder and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFS Code, GSTIN, State Code, State Name, HSN Code etc.

### 5 Local Support:

- 5.1 The bidder should be capable of meeting the service & support standards as specified in this tender.
- 5.2 The bidder shall provide Warranty from 9 am to 6 pm on all Bank's working day for all the locations.

## 5.3 Response Time and Meantime to Restore [MTTR]

- 5.3.1 Response Time shall be 6 hours for Urban Branches and 8 hours for other locations. MTTR shall be a Business day.
- 5.3.2 Time specified above is from lodging of complaint.

### 6 Execution of Agreement:

- 6.1 Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Bank at Malappuram as per the format to be provided by the Bank. Failure to execute the Agreement makes the Bank Guarantee liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 6.2 The Agreement shall include all terms, conditions and specifications of RFQ and also the Offer Letter and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

### 7 <u>Warranty:</u>

The entire equipment/hardware (including OS) & software deployed for this project shall be under **Comprehensive Onsite Warranty** covering all parts, updates, minor update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of 3 years from the Date of Installation/ commissioning. However, consumables and physically damaged plastic will not be covered under warranty.

### 8 Scope Involved During Warranty:

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

- 8.1 If any software and Hardware updates provided by the OEM as free of cost, it should be provided and installed & configured by the selected bidder during Warranty.
- 8.1 Any Corruption in the Software or media shall be rectified during the full period of the contract including Warranty, at no extra cost to the Bank.
- 8.2 The system spare parts/ services, as and when required, and complete maintenance of the Passbook Printers and Scanners during warranty period, shall be supported for a period of 3 Years.
- 8.3 The support shall be given in person or through telephone, FAX, letter and E-mail within a reasonable time as the case may be.
- 8.4 Only licensed copies of software shall be supplied. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- 8.5 The bidder shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll- free no, on line portal, web, etc.

8.6 Escalation matrix should be provided for support, technical, project, etc. as per **Annexure-7.** 

### 9 Mean Time Between Failures (MTBF):

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

#### 10 Subcontracting:

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

### 11 Defect Liability:

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

### We agree for all Terms and Conditions of this RFQ

Date:

### Annexure 2

### A. TECHNICAL SPECIFICATION OF PASSBOOK PRINTER

S.No	Parameters	Required Specifications
1	Make	Vendor to Specify
2	Model	Vendor to Specify
3	Print Method	24 pins Impact Dot Matrix
4	Number of Columns	94 columns
5	Emulations built in	PR2, WNI4915, IBM4722, ESC / P2, ESC / P2 + ESC / MC, IBM PPDS
6	Print Speed	UHD: 585 cps (10 cpi), HSD : 624 cps (12 cpi)
7	Speed in Draft & LQ Mode	Draft : 390 cps (10 cpi), LQ: 156 cps (12 cpi)
8	Input buffer	128 K Bytes
9	MTBF	12000 PoH
10	Print Head Life	400 Million Strokes / Wire
11	Ribbon life	10 Million characters in Draft 10 cpi
12	Interface	High Speed USB 2.0, Bi-directional parallel, Serial
13	Copy Capability	1+6 copies
14	Paper Path	Front in - Front out, Front in - Rear Out
15	Media Handling	Passbook, Cut Sheet, Cheque
16	Power consumption	64 Watts (operation)
17	Acoustic Noise	Approx 52 dBA
18	Warranty	Three year onsite comprehensive

### Note:

- 1. The Pass Book Printer must support at least 2 sets of Parameters (Templates) and user friendly options for switching between the two Templates.
- 2. Device interface for printer shall be USB2.0 or higher
- **3.** Printer should be capable for printing Passbook, Demand Draft, Term Deposit Receipt at Branches. The device must be compatible with Bank's CBS software (Finacle platform).

### **B. TECHNICAL SPECIFICATION OF FLATBED SCANNER**

S.N o	Parameters	Required Specifications
1	Make	Vendor to Specify
2	Model	Vendor to Specify
3	Scanner type	A4 - Flatbed color image scanner
4	Scan Technology	CIS
5	Optical Resolution	4800 x 4800 dpi
6	Pixel Depth	Colour : 48-bit input, 24-bit output
7	File Format	JPEG, TIFF, Multi-TIFF, PDF, Searchable PDF, BMP, PNG.
8	Maximum Scan Area	A4 (8.5 " x 11.7")
9	Scan Speed	11 seconds @ 300 dpi Mono 10 seconds @ 300 dpi color
10	OS Support	Windows OS, Mac OS, Linux OS
11	Panel Push buttons	4 buttons : PDF, Send, Copy, Start operations
12	Scanner interface	Hi Speed USB 2.0
13	Power consumption	3 Watts (operating)
14	Weight	2 kg
15	Warranty	Three Year Onsite Comprehensive Warranty

### Note :

1. Scanner should be capable of scanning for branches .The device must be compatible with Bank's CBS software (Finacle platform).

Date:

### Annexure-3

## <u>Scope of Work</u>

## SUB: RFQ for Supply and Installation of Passbook Printers and Scanners under Warranty.

### Ref: RFQ No - KGB/ITW/01/2020-21 dated 17-08-2020.

SI No	Board Scope of Work	Compliance (Yes/No)
1.	The Scope of the work is for Supply and Installation of Passbook Printers and Scanners as per the quantity detailed under clause 2.	
2.	The Bidder should maintain the system during warranty period. During the warranty period, the Bidder is bound to do all hardware spares replacement without extra cost to Bank covering all parts & labour from the date of acceptance of the systems by Kerala Gramin Bank at the respective locations i.e., on-site comprehensive warranty.	
3.	The Bidder shall deliver Passbook Printers and Scanners at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank.	
4.	For each location, the Bidder is expected to provide Passbook Printers and Scanners with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc.	
5.	The Bidder will be the single point of contact to the Bank	
6.	The configuration as per the technical and other specifications of the Passbook Printers and Scanners must be functional and installed from the day one.	
7.	The Successful Bidder has to ensure installation of the Printers & scanners at ordered locations and arrange to give a demo to the users concerned regarding the features.	
8.	The bidder has to supply all the hardware items to the ordered locations as per the technical specifications mentioned in the Annexure-2	
9.	The bidder shall be fully responsible for Delivery, Installation and Maintenance of the ordered hardware items.	
10.	The Bidder shall provide all other required equipment and services if any, whether or not explicitly mentioned in this RFQ, to ensure the successful installation and functioning of the hardware items ordered to the respective branches/offices.	
a	For comprehensive onsite warranty The Bidder /OEM helpdesk shall provide service/support on all working days of bank at different locations except national bank holidays (9.00 am to 6.00 pm)	
b	The helpdesk should ensure to resolve the problem as the resolution/response time mentioned in the RFQ	

	RS AND FLATBED SCANNERS	
с	They will maintain all the inventory details of hardware items purchased by the bidder, lodge the complaints related to equipment supplied under this RFQ from various branches/offices and will coordinate to resolve problems.	
d	The setup should have provision to log the call through web portal from any branch or location. The portal should be able to generate the report for all the calls pending, attended and based on time period mentioned to resolve the call logged. As per the report generated from the system, bank will levy the penalty mentioned in the RFQ	
11.	All the items (Hardware & Software) would be covered under comprehensive warranty except consumables. If there is any gap between bank's requirement and OEM warranty then it will be the responsibility of bidder to fill up the gap.	
12.	Successful bidder will be responsible for affixing asset tags and complete inventory details of each hardware equipment supplied to the Bank. The asset tags so printed by the successful bidder must have the company's logo along with other details like warranty, validity, call logging no, mail id etc. The asset tag details for the hardware would be mutually decided by the bank and the successful bidder.	
13.	The bidder(s) has to submit an undertaking (format enclosed in the annexure 6) along with the delivered items, signed by the authorized person, certifying that all the components/parts/assembly/software used in the proposed hardware items are original/new components / parts/assembly/software and that no refurbished/duplicate/second hand components have been used or would be used.	

Date:

## Annexure 4 OFFER LETTER

## SUB: RFQ for Supply and Installation of Passbook Printers and Scanners under Warranty.

### Ref: RFQ No - KGB/ITW/01/2020-21 dated 17-08-2020.

### <u>Notes</u>

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

### Table-A

### Price details of Passbook Printers and Scanners

			Cost Price				x
SI No	Item Details	Unit Price for the item with 3 years onsite warranty ( <b>Excl.of Tax</b> )		Tax for Column A	Total cost per unit of the item with 3 years onsite Warranty ( <b>Incl.of Tax</b> )	Quantity	Total cost (Incl.of Tax)
		A	<b>B</b> - % of Tax	<b>C</b> - Tax Amount	D = A + C	E	F = E * D
1	Passbook Printer					50	
2	Flatbed Scanner					50	

### (Amount in Rupees)

#### Date:

#### Signature with seal:

Name : Designation :

#### Annexure 5

#### **Non-Disclosure Agreement**

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

## SUB: RFQ for Supply and Installation of Passbook Printers and Scanners under Warranty.

### Ref: RFQ No - KGB/ITW/01/2020-21 dated 17-08-2020.

WHEREAS, we,------

having Registered Office at ------, hereinafter referred to as the Bidder, are agreeable to provide IT Infrastructure services to Kerala Gramin Bank, having its office at KGB Towers, AK Road, Uphill, PB No-10. Malappuram -676505, Kerala hereinafter referred to as the BANK and,

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

WHEREAS, the Bidder understands that in the course of submission of the offer for "**Supply and Installation of Passbook Printers and Scanners under Warranty in Kerala Gramin Bank**" and/ or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs / duties on the Banks properties and/ or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property /information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

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

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

Date:

#### <u>Annexure-6</u>

### Undertaking of Authenticity for Supply and Installation of Passbook Printers and Scanners under Warranty

SUB: RFQ for Supply and Installation of Passbook Printers and Scanners under Warranty.

### Ref: RFQ No - KGB/ITW/01/2020-21 dated 17-08-2020.

With reference to the Passbook Printers and Scanners being supplied/quoted to your RFQ Ref.no. cited above.

We hereby undertake that all the components/parts/assembly/software's used in the **Passbook Printers and Scanners** under the above like Hard Fuser assembly Units etc. shall be original new components/parts/assembly/software only from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.

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

We confirm that the OS and software is free from bugs, malware, covert channels in code etc. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the **Passbook Printers and Scanners** without demur, if already supplied and return the money if any paid to us by you in this regard.

Date:

#### Annexure 7

### **Escalation Matrix**

## SUB: RFQ for Supply and Installation of Passbook Printers and Scanners under Warranty.

Ref: RFQ No - KGB/ITW/01/2020-21 dated 17-08-2020.

Name of the Company:

#### **Delivery Related Issues:**

SI No.	Name	Designation	Full Office Address	Phone No.	Mobil e No.	Fax	Email ID
a.		First Level Contact					
b.		Second Level Contact (if response not received in 24 Hours)					
c.		Regional/Zonal Head (if response not received in 48 Hours)					
d.		Country Head (if response not received in one week)					

### Name of the Company:

### **Service Related Issues:**

SI No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email ID
а.		First Level Contact					
b.		Second Level Contact (if response not received in 4 Hours)					
с.		Regional/Zonal Head (if response					

	not received in 24 Hours)						
d.	Country Head (if response not received in 48 week)						

#### Note:

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

Date:

#### <u>Annexure-8</u>

#### Manufacturer/Authorized Distributor in India Authorization Form

[Note: This Format Letter should be on the letterhead of the OEM and should be signed by an Authorised Signatory of the manufacturer]

No. \_\_\_\_\_\_ dated \_\_\_\_\_\_

The General Manager, Kerala Gramin Bank, Information Technology Wing, Head Office, KGB Towers, First Floor, A K Road, Malappuram, Kerala – 676505.

## SUB: RFQ for Supply and Installation of Passbook Printers and Scanners under Warranty.

### Ref: RFQ No - KGB/ITW/01/2020-21 dated 17-08-2020.

We (Manufacturer/Indian Distributor) 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 and ensure availability of spares including processors for our products for contract period from the date of installation.

We (Manufacturer/Indian Distributor) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided

We also confirm that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations. We also confirm that all the equipment offered are not "End of Life/End Support" for a minimum period of Three years.

We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and or during the period of contract.

Yours faithfully

#### (Name)

For and on behalf of M/s \_\_\_\_\_

## Annexure - 9 <u>Proforma of Bank Guarantee for Contract Performance</u>

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

The General Manager, Kerala Gramin Bank, Information Technology Wing, Head Office, KGB Towers, A K Road, UP Hill, Malappuram, Kerala – 676505. WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as "the CONTRACTOR")

has undertaken to supply, transportation, transit insurance, local delivery and installation insurance

up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty,

annual maintenance, if contracted, and training or demo of your personnel related to

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 \_\_\_\_\_\_, India have agreed to issue the PERFORMANCE GUARANTEE,

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

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs\_\_\_\_\_\_

(Rupees\_\_\_\_\_) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are

entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

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

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

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

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

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

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

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

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

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

to and be enforceable by the absorbing or amalgamated company or concern. The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR. Notwithstanding anything contained herein

- ii. This guarantee shall be valid upto \_\_\_\_\_ and ;
- We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before \_\_\_\_\_\_ (mention period of the guarantee as found under clause i. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank. Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2020.

For and on behalf of \_\_\_\_\_\_ BRANCH MANAGER SEAL ADDRESS PLACE