



**J&K
GrameenBank**
Engendering Empowerment

HEAD OFFICE
DIGITAL & ALTERNATE CHANNELS CELL
NARWAL, JAMMU – 180006
JAMMU & KASHMIR, INDIA
Phone: +91-7051510170, 7051510173
Email: dac.hoj@jkgb.in

**REQUEST FOR PROPOSAL
(RFP) For PROCUREMENT OF
250 L1 RD COMPLIANT
FINGERPRINT BIOMETRIC
DEVICES FOR E-KYC
AUTHENTICATION**

DISCLAIMER

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The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Following terms are used in the document interchangeably to mean:

1. Recipient, Respondent or Bidder(s) means the respondent to the RFP document.
2. RFP means the "Request for Proposal" document.
3. Proposal or Bid means "Response to the RFP Document".

4. Tender means RFP response documents prepared by the Bidder(s) and submitted.
5. Bidder(s) means the successful Bidder(s)/OEM(s)/ Service Provider.
6. Purchaser/Bank/IB means J&K Grameen Bank.

Abbreviations used in the RFP

S.No.	Abbreviation	Particulars
1.	RD	Registered Device
2.	FMR-FIR	Finger Minutiae Record - Finger Image Record
3.	SPOC	Single Point Of Contact
4.	POD	Proof Of Delivery
5.	MIS	Management Information System
6.	POC	Proof Of Concept

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GENERAL TENDER DETAILS

PROCUREMENT OF 250 L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES FOR E-KYC AUTHENTICATION and Aadhaar Enabled Payment Services		
1	Tender Reference No.	JKGB/DAC/EKYC/2024-
2	Date of commencement of Bidding Process	16/08/2024
3	Last Date for Pre-Bid Queries by email. (Telephonically only if requires discussion)	21/08/2024 04:00 PM
4	Queries to be emailed at	dac.hoj@jkgb.in
5	Last date and time for bid submission (both Technical & Commercial)	05/09/2024 02:00 PM
6	Date and Time of Technical Bid Opening	05/09/2024 03:00 PM
7	BID Document Price	A non-refundable fee of Rs 1500/- (Rupees One thousand five hundred only) in the form of Demand Draft in favour of The Chairman J&K Grameen Bank, payable at Jammu.
8	Documents to be submitted physically by Bidder(s)	EMD (Earnest Money Deposit) through DD/Bank Guarantee favouring J&K GRAMEEN BANK
9	Address for Communication	DAC Cell, J&K Grameen Bank Ltd., Head Office, Digital & Alternate Channels Cell, Narwal, Jammu, J&K, India -180006
10	Earnest Money Deposit	Rs.35,000/- (Rupees Thirty Five Thousand Only) to be submitted in the form of Bank Guarantee (BG)/DD/Bank Transfer on or before last date of Bid Submission in favour of The Chairman, J&K Grameen Bank Ltd., Head Office, Narwal, Jammu, J&K, India -180006 Bank Guarantee should be valid up to 9 months from the date of submission of the bid with claim period of 12 months.

11	Contact Details	+91-7051510170, 7051510173
12	Email Address / Web Site Details	dac.hoj@jkgb.in / www.jkgb.in

1. INTRODUCTION

J&K Grameen Bank (JKGB), established on 30th June 2009 under sub-section (1) of Section 23-A of the RRB Act, 1976 (21 of 1976) and functioning in 11 Districts in the Union Territory (UT) of Jammu & Kashmir and 2 Districts in UT of Ladakh.

The network of the Bank consists of Six Regional Offices and 217 branches i.e. 213 branches in the UT of Jammu & Kashmir and 4 branches in the UT of Ladakh, which are engaged in providing all kind of financial services in both the Union Territories.

Detailed information about J&K Grameen Bank is available at Banks website www.jkgb.in

J&K Grameen Bank is floating the RFP to select Bidder(s) for supply of 250 L1 RD compliant fingerprint biometric devices for E-KYC authentication with three-year warranty along with three years RD service.

2. PRE-QUALIFICATION CRITERIA

Only those Bidder(s) who fulfil the Eligibility criteria mentioned in this RFP are eligible to respond to this RFP. Offers received from the Bidder(s) who do not fulfil any one or more of the eligibility criteria mentioned in this RFP are liable to be rejected. This invitation of Bid is open to all. Please note that any deviations mentioned in the bid will not be considered and evaluated by the Bank. Bank reserves the right to reject the bid, if bid is not submitted in proper format as per RFP. Bidder(s) has to abide by any changes incorporated to this RFP through any corrigendum, addendum, notice, etc. by the Bank.

3. BACKGROUND AND PURPOSE OF THE PROJECT

UIDAI vide letter No. HQ-13021/1/2021-Auth-1-HQ dated 27.01.2023 had informed that fingerprint devices being used in the Aadhaar Authentication ecosystem have been upgraded from the currently used fingerprint L0 RD to the next generation fingerprint L1 RD and all the existing deployed fingerprint L0 RD would be phased out by 30.06.2024 and thereafter only fingerprint L1 RD will be allowed to perform Aadhaar based authentication.

The procurement of the L1 RD compliant fingerprint biometric devices must cater to the below requirements:

1. The device should be compatible with 2 Factor Authentication in E-KYC authentication in branches and TAB Banking for customer account opening.

2. It is the Bidder(s) responsibility to integrate the proposed device with Bank's applications i.e. Core Banking Solutions, e-KYC authentication and TAB Banking etc. without additional cost to the Bank.
3. The devices are required to be in conformity with UIDAI letter HQ-13021/1/2021-Auth-1-HQ dated 27.01.2023 specifications and subsequent latest UIDAI notification / specifications.

Award of Contract:

Through this tender process, Bank intends to select bidder with only one OEM make product. The proposed quantity of 250 Biometric.

4. SCOPE OF WORK

A brief overview of the Bank's requirement is outlined below and it is mandatory for the Bidder(s) to be selected to submit its response/compliance on the following:

1. The scope of RFP involves supply of 250 (Two hundred Fifty Only) quantity of L1 RD compliant fingerprint biometric devices for e-KYC authentication with three-year warranty along with three years RD service.
2. Bidder(s) should provide all the requirements as per the Technical and Functional Specifications mentioned as per Annexure I.
3. The L1 RD compliant fingerprint biometric devices provided as per the specifications should be new i.e. manufactured in the year 2024. All the devices supplied by the Bidder(s) will be new and original and the Bidder(s) has to provide the Unique device ID/Registration details of the same and the same may be verified by Bank.
4. The Bidder(s) needs to supply L1 RD compliant fingerprint biometric devices as per the latest STQC and UIDAI specification and expose the required for integration with Bank's existing applications or any future applications where these devices are required like BHIM Aadhar Pay, NPCI BHIM Aadhaar, etc.
5. The devices are required to be in conformity with Aadhaar Act, 2016, UIDAI notification No. K-11020/44/2012-UIDAI dated 25.01.2017 specifications. Further, as per UIDAI Letter No. K11020/1198/2017 – UIDAI (Auth-I) dated 04.05.2022. FIR+FMR RD services must be updated for all the devices. FMR only enabled devices will not be permitted.
6. Bidder(s) should be capable of providing the L1 RD compliant fingerprint biometric devices along with accessories of hardware/software/manuals required to make the device operational as per UIDAI specifications and ensure compatibility with the hardware and software being used in any Bank's identified application. Bidder(s) has to do necessary customization and integration with the identified application without any cost to the Bank during contract period and needs to coordinate with the Bank for integration.

7. L1 RD compliant fingerprint biometric devices must be compatible with preferably for all Operating Systems like Android, Windows, iOS, etc. which is being used in the Bank. Suitable drivers / integrations should be made available at no extra cost to the Bank.
8. The devices should meet STQC/UIDAI specifications of Registered Devices and should have 'Level 1' UIDAI RD Certification from STQC /UIDAI and ability to detect live fingerprints (antispoof device).
9. The L1 RD compliant fingerprint biometric devices (Fingerprint Scanners) are required to be delivered at Bank's Head Office/ Regional Offices/ Branches. The locations for delivery will be shared by the bank later, and all the locations will be in Jammu & Kashmir only. The bidder(s) will bear the cost of delivering the devices to the locations shared by the bank. Bidder(s) shall deliver Biometric Fingerprint Scanners at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank, failing which the Bank reserves its right to levy Penalties/recover liquidated damages. Further Bank reserves the right to alter the delivery address while awarding the contract.
10. The Bidder(s) should obtain transit insurance cover for the L1 RD compliant fingerprint biometric devices from their factory/godown to the site and such insurance cover should be available till delivery of the devices.
11. The Bank may be assigning a SPOC/Designated personnel for acknowledging delivery of devices at each of the delivery locations. The Bidder(s) will be required to collect the POD challans of all the deliverables from the SPOC/Designated personnel. The details of the SPOC/Designated personnel will be shared with the successful Bidder(s).
12. The Bidder(s) and its OEM or the OEM will be responsible for repairs and maintenance/ replacement of faulty parts / fingerprint scanners during the entire warranty period without any additional cost to the Bank. The Bidder(s) has to ensure timely availability of spare parts needed for repairing the supplied goods, which is required for servicing at the identified Bank branch locations. The Bidder(s) must have a back-to-back arrangement with the OEM for all the repairs, maintenance, service-related issues.
13. Bidder(s) should ensure to have services across PAN India and should have authorized service centres at metropolitan cities preferably Jammu/Chandigarh/New Delhi.
14. J&K Grameen Bank may involve Third Party Auditor (TPA/ TPAs) to check and verify the supplied product/ delivery / invoices & deliverables against milestone, any other work & services under the project.
15. The Bidder(s) must provide dedicated Help Desk support executive along with the escalation matrix at its own location.
16. Apart from the helpdesk support executive, the Bidder(s) may have a dedicated portal/ App to register the tickets/complaints. There should be a facility for generation of MIS reports which needs to be submitted to the Bank.
17. Bidder(s) will update Bank on any software upgradation (device driver, security patches etc.) as and when released by the OEM and will provide the same if required by the Bank or any

Regulatory Authority, during the entire Contract period, through a central Patch management system, without involving the end user and within 1 week from the Receipt of such communication from the Bank, without any cost to the Bank

18. Conduct 100% Quality inspection and testing and ensure that each and every fingerprint scanner complies to the specifications as given in Technical Specifications of L1 RD compliant fingerprint biometric devices (Fingerprint Scanners) and ensure that there should not be any physical damage(s) and shall contain all the required accessories before declaring the devices as “Ready for delivery”.
19. Bidder(s) needs to provide the RD service driver/agent setup required for the proper functioning of L1 RD compliant fingerprint biometric devices.
20. Devices delivered should be compatible with microUSB, USB and C type cable connectors.
21. During the comprehensive Warranty period of Three years, if any device goes faulty due to any reason, other than physical damage, the Bidder(s) is required to replace the device with another new device, at no extra cost to the Bank, within three (03) days from the receipt of such communication from the Bank. Necessary hardware accessories (USB cable etc.) as required for installation of the Device has to be supplied by the Bidder(s), at no extra cost to Bank.
22. No visit/service charges will be borne by the Bank for upgradation of the software/upgradation of hardware component pertaining to L1 RD compliant fingerprint biometric devices for the purpose of enhancing their functionality to meet mandatory compliance. Any visit to any Bank’s location during the warranty period for any issues pertaining to the devices will be without any cost to the Bank.
23. The Bidder(s) is required to affix the Asset tags on each Biometric Device being supplied to Bank and also share the details with the Bank. The asset ID specification for asset tagging will be provided by the Bank. The Asset Tags so printed by the successful Bidder(s) must have model number, serial number, company’s logo along with other details like call logging no., e-mail id etc. Complete asset inventory including replacement of Biometric Device on account of failure is the responsibility of the Bidder(s).
24. The proposed product/configuration offered should be available during the validity of the purchase order including extended period, i.e. for a period of at least 5 years from date of purchase order. If the proposed device gets discontinued in the days to come, the replacement should be with the latest device meeting all requirements as stipulated by STQC/UIDAI/NPCI and any other statutory authority from time to time without additional cost to the Bank.
25. All Hardware and software should be legally purchased and necessary documents/certificates should be supplied along with devices.
26. Registration and Key Management
 - Device providers should have obtained device provider ID from UIDAI.

- Device provider can register one or more public certificate procured from CA and get it signed by UIDAI. These are then used to sign the device public key certificate.
 - Device providers can rotate, revoke their keys via the UIDAI portal.
 - Device provider will have to provide RD Services, necessary server/backend infrastructure to sign the device public key, rotate device keys older than specified time as per UIDAI policy, update UIDAI public key used for encryption, and provide updates/fixes to their RD Service, at no extra cost to the Bank.
 - Device database, secret token for authenticating management client, device fingerprint, user credentials, etc. should be protected through controlled access, encryption, or other security best practices.
27. Standard services to be delivered by the Bidder(s) under this RFP for providing the devices are illustratively listed below but are not limited to the following:
- Bidder(s) must enable such provisions where Bank and Bank's SPOC can easily & visibly identify, distinguish, segregate the devices provided by Bidder(s) at various Bank locations.
 - Compliance to all guidelines of the Government of India, Regulatory bodies, and the Schemes, at no extra cost to the Bank.
 - Bidder(s) agrees that J&K Grameen Bank shall have the right to disclose the details of this RFP and the details of Services covered herein to the NABARD, Reserve Bank of India and Indian Banks Association or as required by Law of the land. Bidder(s) agrees to allow the NABARD or persons authorized by it to access the documents, records of transactions and other necessary information stored or processed by Bidder(s) in respect of this RFP or the Services as part of Right to Audit. Bidder(s) agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligations of Bank in this regard.

5. DELIVERY TIMELINE

Biometric device should be delivered at all delivery locations bank will share within 2 weeks from the date of purchase order. Bidder(s) will be responsible for ensuring proper packing, delivery and receipt of the L1 RD compliant Fingerprint biometric devices at the site. Sealed packs will be opened in the presence of Bank Request for supply of 250 L1 RD compliant fingerprint biometric devices for E-KYC authentication with three-year warranty along with three years RD service.

Any component of Biometric device has not been delivered or if delivered is not operational, will be deemed/treated as non-delivery thereby excluding the Bank from all payment

obligations under the terms of this contract. Partial delivery of products is not acceptable and payment would be released as per terms only after full delivery and installation.

Bank reserves the right to shift the biometric devices to new location and warranty/support for the same will continue to be in force at the new location.

6. PROOF OF CONCEPT (POC) FOR L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES

Bank has the discretion to ask the Bidder(s) to demonstrate the Bank's existing setup as a part of POC with the proposed product. The Bidder(s) must demonstrate the setup in Bank environment.

POC will be based on the following conditions:

- All and any cost associated with demonstrating the POC (including provision of hardware, technical resources, travel cost, boarding cost etc.) will be to the account of the Bidder(s) and Bank will not bear any cost.
- Bank reserves its right to extend the period of POC.
- The POC would be done to check whether the quoted model meets the technical and functional requirement as mentioned in Annexure I. Further, POC will verify the compatibility with existing infrastructure of the Bank.
- Bidder(s) should complete POC process within 7 days from the date of floating the RFP.
- POC to be completed end to end by the Bidder(s) without any riders/ qualifications. Bidder(s) who have failed in the POC will automatically stand disqualified technically. Bidder(s) who meet these criteria would only qualify for the commercial bid opening.

7. ELIGIBILITY CRITERIA OF THE BIDDER(S)/OEM(S)

The Bidder(s)/OEM(s) should comply with all the Eligibility Criteria mentioned below:

S No	Eligibility criteria	Supporting Document(s) Required	Complied (YES/NO)
A	General		
1	Bidder(s) must be a Government Organization/PSU/PSE/private/public limited company in India at least for the last 3 years.	Documentary Proof to be attached (Certificate of Incorporation)	
2	Bidder(s) must be in Business of providing biometric devices including implementation at least for last 3 years (as on RFP date)	Documentary Proof of order Or contract copy Or customer credentials (Letter Signed by Authorized Signatory).	
3	Bidder(s) must not be blacklisted/debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2019 till date.	Letter of confirmation (self certified letter signed by authorized official of the Bidder(s)).	
4	The Bidder(s) to provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder(s).	Letter of confirmation from Bidder(s).	
5	The Bidder(s) is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder(s) is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.	Undertaking and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of Bidder(s))	

B	Financial		
B1	Below clause applicable for the OEM whose products are quoted or if the OEM is bidding directly.		
1	Must have registered the average annual turnover of 1 Crore or above (from Indian Operations only) in each year during the last three completed financial years 2021-22, 2022-23 and 2023-24. (Not inclusive of the turnover of associate companies).	Audited Financial statements for the financial years (2021-22, 2022-23 and 2023-24) or Certified letter from the Chartered Accountant with turnover details. The CA certificate in this regard should be without any riders or qualification.	
2	The net worth of the OEM(s) should be positive on 31.03.2024 and also should have not eroded by more than 30% (thirty percent) in the last three years ending as on 31.03.2024	Audited Financial statements for the financial years (2021-22, 2022-23 and 2023-24) or Certified letter from the Chartered Accountant with Net worth details. The CA certificate in this regard should be without any riders or qualification.	
B2	Below clause Applicable for the Bidder(s) if submitting bid as a partner of the OEM		
1	Bidder(s) must have registered a turnover of Rs. 1 Crore or above (from Indian operations only) in each year during the last three completed financial years – 2021-22, 2022-23 and 2023-24 (Not inclusive of the turnover of associate companies). For MSE: Bidder(s) must have registered a turnover of Rs. 5 Crore or above (from Indian operations only) in each year during the last three completed financial years – 2021-22, 2022-23 and 2023-24 (Not inclusive of the turnover of associate companies).	Audited Financial statements for the financial years (2021-22, 2022-23 and 2023-24) or Certified letter from the Chartered Accountant with turnover details. The CA certificate in this regard should be without any riders or qualification. If MSE: Submit the GOI's MSE certificate issued by Ministry of Micro, Small and Medium Enterprise.	

2	The net worth of the bidder(s) should be positive on 31.03.2024 and also should have not eroded by more than 30% (thirty percent) in the last three years as on 31.03.2024.	Audited Financial statements for the financial years (2021-22, 2022-23 and 2023-24) or Certified letter from the Chartered Accountant with Net Worth Details. The CA certificate in this regard should be without any riders or qualification.	
C	Others		
1	The Bidder(s) should be the Original Equipment Manufacturer (OEM) or their authorised partner for supply, installation & support under the proposed product category in India for past three years (from RFP date). Both Bidder and OEM cannot participate together in the bid. If both participate; only the OEM bid will be permitted and Bidders Bid will be rejected.	Letter of confirmation from Bidder(s) need to be submitted.	
2	Bidder(s) must provide a letter of Authorization of OEM whose products is quoted for submitting the offer on behalf of the OEM.	Letter of Authorization from OEM	
3	Bidder(s) must ensure that the Hardware to be supplied will not be End of Life in next 3 years and End of Support in next 5 years	Letter of undertaking from the OEM.	
4	Bidder(s) to have adequate stock of spares across India and should be able to replace the faulty hardware within 3 Banks's working days from the date of incident reporting.	A self-Certified letter to be submitted	
5	The biometric device quoted by the Bidder(s) should be certified by STQC as L1 RD fingerprint compliant biometric device.	Copy of STQC certificate.	

6	The L1 RD compliant fingerprint biometric devices should have firmware level encryption and ability to detect live finger (and it should be able to reject gummy/fake fingerprints) & Deduplication of fingerprint.	The OEM in their company's letter head shall provide undertaking to this effect.	
D	Experience & Support Infrastructure		
1	Bidder(s) should have successfully delivered & installed the proposed make Biometric device of minimum of 500 quantity in at least -2- Public Sector Bank / Commercial Bank / Financial Institution / Government Organization / Public Sector Undertaking (PSU) in India during FY 2023-24.	Documentary Proof of order/contract copy/customer credentials.	

8. TECHNICAL SPECIFICATIONS OF L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES (FINGERPRINT SCANNERS)

The Bidder(s) must comply with all the requirements as mentioned below:

- The devices should be in conformity with UIDAI notification No. K-11020/44/2012-UIDAI dated 25.01.2017.
- The resolution of the image data formatted and recorded for interchange should be the scan resolution of the image.
- The values for the capture device ID may be coded in the General Record Header.
- Live-scan plain Finger Impression type should be used.
- Except the Biometric Device driver, there should not be any requirement for loading any software/licence while plugging the Biometric Device.
- The Biometric Device driver should be API enabled to ensure compatibility with any application.
- The devices should be compatible with Android 12 and above.
- The devices should be STQC certified with security implementation as per UIDAI level 1 norms.
- The devices are required to be in conformity to UIDAI guidelines as issued from time to time.

- The Bank reserves the right to check/validate the authenticity of the information provided in the eligibility and technical evaluation criteria and requisite support must be provided by the Bidder(s). The Bank may ask for queries on each of the criteria wherein the Bidder(s) needs to response within stipulated timelines.
- Bank intends to procure Fingerprint scanners for the purpose of doing various Aadhaar based transactions from different channels and applications like Merchant Aadhaar payment etc. These devices will be used by Banks' registered/nominated users at field level. The devices are to be integrated with applications on different platform like Android, Windows, iOS etc. The Bidder(s) legally and technically must have necessary software/ SDKs and expertise to get their devices integrated with Banks applications and RD service usage.
- As per UIDAI RD service guidelines, device management for activities like key rotation etc. may be required. Bidder(s) must have necessary infrastructure and arrangement in place for RD device management independently. Devices supporting live fingerprint detection is a must.
- The minimum requirements for image acquisition & verification should be as defined in the UIDAI guidelines which is mentioned below:

Technical Specification of L1 RD compliant fingerprint biometric devices		
SNo	Specification Parameters	Technical Requirements
1	Fingerprint template Compliance for image resolution	ISO 19794(4)
2	Image Acquisition Requirements	FBI -PIV
3	Scan resolution pixels/centimetre (ppcm)	197
4	Scan resolution pixels/inch (ppi)	500
5	Pixel depth (bits)	8
6	Certification	Mandatory to have valid STQC L1 certification during the time of bid
7	Enrolment and Verification (other than just the image of the finger being captured)	Optical
8	Impression type	Optical sensor
9	Light source dependability	No
10	High Resistance	To shock, abrasion and water
11	Algorithm should include	Image Quality Determination and Feature Generalization

12	Encryption of fingerprint template	Using unique foreign key
13	Image acquisition and storage	As per UIDAI/ RBI guidelines
14	Capture type/mode	Plain live scan capture and light to be blinked for scanning Auto capture with built-in quality check (incorporates NIST quality considerations) False positive Rate : <1.999%
15	Power	Through Micro USB /USB 2.0
16	Software API	Interface API and Data Dictionary to be shared with the Bank and documentation to enable seamless integration with CBS or any other system.
17	Device and Supplier - STQC Certified	Yes
18	Technical Support Office	India
19	Firmlevel Encryption	As per the Aadhar Registered Devices Technical Specification 2014
20	Biometric Finger Print Device to support ISO SC37 197942/4 or ANSI/INCITS 378 template formats, 500 dpi resolution.	Required
21	Compatible with Android	Android 12 and above
22	Scanner and Supplier - STQC Certified - Inbuilt template extractor software / SDK (mandatorily with license, if required)	Mandatory
23	Device Security Implementation Level 1 (L1) compliance as per latest technical specification of UIDAI and all other norms of UIDAI	Mandatory
24	Integrated USB 2.0 / 3.0 and above Connector	Type A

25	Connector Cable to connect the Device to Std USB-type- A to laptops / desktop computers & Mobile handsets devices.	Quantity to be supplied: 250 USB Type A The connector/convertor cable quantity is tentative and is subject to change.
26	Conformity to the “Terms and Conditions of UIDAI Certified Registered Device”/ RD Services	The Bank at its sole discretion may invite the quotes from the OEM after the expiry of 3 year warranty.
27	Resolution	Minimum 500 dpi / 256 Grey level
28	Sensor	STQC / UIDAI Certified Sensor
29	Logo	Device should be clearly identified as J&K Grameen Bank owned device. The Bank may decide for a print logo or an embossed J&K Grameen Bank logo. Size and dimension will be decided with the successful Bidder(s).
30	External RD service architecture	DC & DR setup of RD service is mandatory

INSTRUCTIONS TO BIDDER(S)

1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

In case of company, Board Resolution in favour of Authorized Person and Power of Attorney/Authorization letter (from authorized person executed on stamp paper of appropriate value), in case the authorized person delegates authority to another person of the company to sign the Bid documents, is to be submitted with bid documents.

2. COST OF BIDDING

The Bidder(s) shall bear all the costs associated with the preparation and submission of their bid and J&K Grameen Bank, hereinafter referred to as “The Purchaser” or “Bank”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. BIDDING DOCUMENT

The Bidder(s) is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the Bidder(s). Bidder(s) should submit the bid strictly as per RFP failing which bid will be treated as non-responsive and will be liable for rejection.

4. LANGUAGE OF BIDS

The bids prepared by the Bidder(s) and all correspondence and document relating to the bids exchanged by the Bidder(s) and J&K Grameen Bank, shall be written in English.

5. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. In order to provide prospective Bidder(s) a reasonable time to take the amendment if any, into

account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

6. VALIDITY OF BID DOCUMENT

Bid shall remain valid for 30 days from last date of submission of bid prescribed by J&K Grameen Bank. A bid valid for shorter period shall be rejected by the purchaser as non-responsive. The Bidder(s) will be required to extend the validity of the bid, if requested by the Bank.

7. LATE BID

Any bid received by the Bank after the deadline for submission of bid will be rejected.

8. BID CURRENCY

Prices shall be expressed in Indian Rupee (INR) only.

9. BID EARNEST MONEY

Bidder(s) has to submit the Earnest Money Deposit (EMD) of Rs.35,000/- (Rupees Thirty Five Thousand Only) (Registered MSE and Start-up India Bidder(s) is exempted from payment of Earnest Money Deposit if Bidder(s) can furnish requisite proof subject to the satisfaction of Bank. However, to claim MSE benefits Bidder should be manufacturer of the proposed product. Traders is not eligible for MSE benefits), which should be submitted in the form of Bank Guarantee (BG) favouring Chairman, J&K Grameen Bank Ltd., Head Office, Narwal, Jammu, J&K, India -180006. The BG should have a validity of 09 months from the date of submission of bid with claim period of 12 months. The BG should be submitted at the time of Bid submission. Start-up Bidder(s) recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of Earnest Money Deposit.

In case of unsuccessful Bidder(s), EMD will be returned within 30 days of completion of tender process, as the case will be and no interest will be payable on EMD amount. The EMD will be returned to the successful Bidder(s) upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

10. BIDDING PROCESS

For the purpose of the present job, a two parts bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical Bid
- Commercial Bid

Bidder(s) are required to strictly despatch their bids along with hardcopy of Earnest Money Deposit (EMD), on address as

**DAC Cell, J&K Grameen Bank Ltd.,
Head Office, Digital & Alternate Channels Cell,
Narwal, Jammu, J&K, India -180006**

a) Technical Bid:

The Technical bid must contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in **Annexure- XV** (CHECKLIST FOR DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID) of this RFP, and should **NOT** contain any pricing or commercial information at all.

b) Commercial Bid:

In the second stage, the COMMERCIAL BID of only those Bidder(s) who will comply with all the eligibility criteria, will confirm compliance to all the terms & conditions of RFP document, in the Technical Evaluation Stage.

All the Annexures and bid documents are to be submitted before the final date & time as stipulated in Tender Details. The physical documents [Earnest Money Deposit (EMD)] requested to be submitted at the following address.

**DAC Cell, J&K Grameen Bank Ltd.,
Head Office, Digital and Alternate Channels Cell
Narwal , Jammu, J&K, India - 180006**

11. EVALUATION AND AWARD PROCESS

A) TECHNICAL EVALUATION

On the basis of documents / Information submitted, the Eligibility proof will be scrutinized firstly as per the terms & conditions described in the RFP. The Technical offer will be evaluated only for such vendors who have qualified in the Eligibility Criteria prescribed by the Bank or any consultant appointed by the Bank.

The evaluation and award process shall comprise of following two sections:-

- ✓ Technical Specifications with PoC (Proof of Concept) and/or product walkthrough - M1
- ✓ Commercial Bid Submitted-M2

In this stage, the evaluation of Technical specifications would be made as per the method described here under:-

S.No	Proposal Bid Evaluation	Evaluation Parameters	Max Marks
1	Number of Public / Private Sector Bank/Financial Institution /RRB/ PSU/ BFSI Sector in India) covered on the proposed L1 RD Compliant Fingerprint Biometric Devices For E-KYC Authentication in India	1 SCB: 10 marks 2-3 SCB: 20 marks More than 3 : 30 marks	30 Marks
2	Total Number of L1 RD Compliant Fingerprint Biometric Devices For E-KYC Authentication delivered and installed	Up to 20,000 : 10 marks Above 20,000 up to 50,000: 20 marks Above 1,00,000 : 30 marks	30 Marks
3	Solution Features and Capability/ Product Demonstration/Technical Specifications/ Project Team Experience/ PoC (Proof of Concept).	Committee Evaluation	40 Marks

Marks Awarded

Scaled Technical Marks (M1) =-----100

Maximum Marks

B) COMMERCIAL EVALUATION

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. **Commercial Bid will be as per Annexure-XIV.** After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

$$\text{Scaled Commercial Mark (M2)} = \frac{\text{Minimum TCO offered}}{\text{TCO offered}} \times 100$$

Weightage for calculation of L1 after scaling will be as under:-

60% of Scaled marks obtained for Technical Bid Submitted, PoC and product walkthrough. 40% of Scaled marks obtained for Commercial Bid Submitted

$$\text{FINAL MARKS} = 0.6 \times \text{M1} + 0.4 \times \text{M2}$$

12. PRE-BID QUERIES

Bidder(s) are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details, through email (In excel format only). The format for queries submission is as below:

S.No.	RFP Page No.	RFP Clause Name and No.	RFP Clause	Bidder(s)'s Query / Suggestion/ Remark

*Queries to be emailed at dac.hoj@jkgb.in

Bidder(s) are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously and submit their queries timely to avoid any last minute hassle.

13. DEADLINE FOR SUBMISSION OF BID

Bids must be submitted not later than the specified date and time mentioned in the Bid Document under General Tender Details. If the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and Bidder(s), previously subject to the deadline, will thereafter be subject to the deadline extended.

14. MODIFICATION AND/OR WITHDRAWAL OF BIDS

Bids once submitted will be treated as final and no further correspondence will be entertained on this unless there is any amendment or addendum from Bank's side after submission of the Bid. No bid will be modified after the deadline for submission of bids. No Bidder(s) shall be allowed to withdraw the bid, if Bidder(s) happens to be successful Bidder(s).

15. CONTACTING THE PURCHASER

Any effort by a Bidder(s) to influence the Purchaser in any form may result in the rejection of the Bidder(s) bid. Purchaser's decision will be final and without prejudice and will be binding on all parties.

16. TERMS AND CONDITIONS OF THE BIDDING FIRMS

The Bidder(s) has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank.

17. LOCAL CONDITIONS

The Bidder(s) must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and/ or the cost.

18. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or without any obligation to inform the affected Bidder(s) about the grounds for the purchaser's action. The Purchaser reserves the right to accept or reject any technology proposed by any Bidder(s).

Sub-contracting is not allowed in this RFP.

19. OPENING OF BIDS

The Date, time and location of bid opening is as per the tender schedule mentioned under General Tender details under this RFP. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

20. CLARIFICATIONS OF BID

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Bidder(s) for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from Bidder(s) will be subsequently part of bid submitted by that Bidder(s).

21. PRELIMINARY EXAMINATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

The bid determined as not substantially responsive will be liable for rejection by the purchaser and may not be made responsive by the Bidder(s) by correction of the non-conformity. The decision of the Bank in this regard will be final.

The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any Bidder(s).

22. REVELATION OF PRICES

The prices in any form or by any reasons should **NOT** be disclosed in the technical or other parts of the bid. All price details must be part of Commercial Bid only. Failure to do so will make the bid liable to be rejected.

23. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE

Bidder(s) are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of bid to the time the contract is awarded. Any effort on the part of the Bidder(s) to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

24. CANCELLATION OF BID/BIDDING PROCESS

J&K Grameen Bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground for its action.

25. FORCE MAJEURE

Notwithstanding anything contained in this RFP, the Successful Bidder(s) shall not be liable for penalty 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 (to be executed with successful Bidder(s)) is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the Successful Bidder(s) and not involving the fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure event arises, the Bidder(s) shall notify within 30 days the Bank in writing, the Bidder(s) shall continue to perform its obligation under the said Contract to the extent possible, mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly shall seek all alternative means of performance not prevented by the force majeure event.

Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the said Contract and the Bank shall have the right to terminate the said Contract without giving any further notice to the Bidder(s). Bank reserves the right to assign the work to other Bidder(s) without any consequences and claims.

26. CONFIDENTIALITY

Unless provided otherwise, the details in the bid documents submitted by Bidder(s) in response to this RFP shall be treated as confidential. The Bidder(s) shall not disclose the particulars of bids to any of its competitors and third parties. Bidder(s) has to submit duly signed NDA as per Annexure XI along with Bid

27. NON-DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and the Successful Bidder(s), and its implementation thereof, the Bidder(s) may have access to the confidential information and data of the Bank and its customers. The Successful Bidder(s) will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:

- a) That the Bidder(s) will treat the confidential information as confidential and shall not disclose to any third party. The Bidder(s) will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b) That the Successful Bidder(s) will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the Successful Bidder(s) will also agree to protect the confidential information of the Bank with atleast the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the Bidder(s) shall use full efforts to advise the Bank immediately in the event that the learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the Bidder(s), and will cooperate in all manner in seeking injunctive relieve against any such person.
- c) That if the Successful Bidder(s) hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Successful Bidder(s) is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this Contract.
- d) That the Successful Bidder(s) will strictly maintain the secrecy of Bank's data.
- e) The Bank shall provide access to its premises to the authorized personnel of the Bidder(s) to carry out the work related to installation etc. which is required to perform its obligation to Bank. In accessing Bank's premises, the Bidder(s) shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety and security to discharge their obligation as per the terms and condition of the Contract.

TERMS AND CONDITIONS

1. SIGNING OF CONTRACT

The successful Bidder(s) shall mandatorily enter into a Service Level Agreement (SLA) & Non Disclosure Agreement (NDA) with the Bank, within 7 working days of the acceptance of PO or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in the Contract document. If the contract is not signed within the given period (7 working days), the Earnest Money Deposit (EMD) may be forfeited after a grace period of 15 working days.

The Bidder(s) has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A Bidder(s) who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

Note: Working days here refers to Bank's working days in UT of J&K and UT of Ladakh.

2. DURATION OF CONTRACT

The contract will be valid for a period of Three (3) years or completion of the support period under this RFP whichever is later.

3. PERFORMANCE BANK GUARANTEE

The successful Bidder(s) has to submit the Performance Bank Guarantee (PBG), detailed as under:

- a) The successful Bidder(s) will have to submit Performance Bank Guarantee amounting to 10% of Contract value within one month from purchase order issued & initially valid for a period of 3 years from the date of contract with claim period of another additional 6 months.
- b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than J&K Grameen Bank.

- c) The Performance Bank Guarantee will be furnished for due performance of the complete Solution.
- d) In case successful Bidder(s) submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the Earnest Money Deposit (EMD)/ Performance Bank Guarantee submitted by the Bidder(s) to recover penalty/damages. In case successful Bidder(s) fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- e) No interest on Performance Bank Guarantee (PBG) amount will be paid by Bank.

4. ACCEPTANCE OF ORDER

Orders will be placed by the concerned Head Office Division/Department. The Successful Bidder(s) shall have to accept and acknowledge orders within 3 days from the date of the order. Bank has a right to cancel the order and forfeit the entire EMD amount if the same is not accepted within a period of 3 days from the date of purchase order otherwise it will be considered as accepted.

5. NON ACCEPTANCE/ NON EXECUTION OF ORDER

In case the shortlisted Bidder(s) through RFP process (hereinafter called “successful Bidder(s)”) refuses to accept / execute the order, Bank reserves the right to forfeit the Performance Bank Guarantee/ Earnest Money Deposit submitted by the shortlisted Bidder(s) as part of its bid submission. Bank also reserves the right to blacklist/ debar the said successful and shortlisted Bidder(s) in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

6. DELIVERY TIMELINE

Bidder(s) shall be responsible for delivery and maintenance of the offered product and its associated components at locations specified by the Bank or any other alternate site as per the Bank’s requirement. The point of delivery/ destination will be as defined by the Bank in the Purchase Order.

The date on which all the components of the solution as per Bank’s Purchase Order have been delivered at the locations of the Bank, the said date will be treated as delivery date of the components. In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty and other calculation.

Bidder(s) shall quote all the figures in numbers followed by total in words enclosed in brackets in all fields of commercial bid.

Bidder(s) shall be responsible for delivery of the requisite solutions as per delivery schedule from date of acceptance of purchase order. Bidder(s) has to deliver the proposed devices as per Delivery Timelines mentioned in this RFP.

In case of delay on part of Bidder(s) in completion of project or initiating services will attract a penalty/termination of contract as defined in this RFP.

7. PAYMENT TERMS

- 100% payment for the goods to be released to seller on issuance of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of bills.
- RD service cost for first year will be part of total cost of the Fingerprint L1 RD compliant biometric devices being procured. The cost of RD Service per device for next two years will be taken up on yearly basis from the Bidder(s) and payment will be made on pro-rata basis for the respective financial year in arrears, on actuals.
- There shall be no escalation in the prices once the prices are fixed.
- Payment will be made upon receipt of invoice(s) for RD service. Payment will be made for the actual number of L1 RD compliant fingerprint biometric devices registered and supported for the respective year.
 - a) Bank will release the payment within 15 days of receipt of the undisputed invoice. The supplier should cover the entire scope including deliverables as mentioned in the PO.
 - b) Payment shall be made directly into the Supplier's Bank account. The Supplier has to share its Bank account details for payment.
 - c) The invoice should not contain any conditions which are contrary to the terms of the contract.
 - d) The payment will be released subject to deductions on account of liquidated damages, if any.
 - e) TDS will be deducted from the payment, as applicable.

8. LIQUIDATED DAMAGE

Biometric device should be delivered within 2 weeks from the date of purchase order. Bidder(s) will have to pay late delivery charges to J&K Grameen Bank @ 0.5% of the delayed product value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% of the delayed product value. If delay exceeds the maximum percentage of 10%, J&K Grameen Bank reserves the right to cancel the entire order.

9. SERVICE LEVEL AGREEMENT (SLA) & PENALTY

- a) The Selected Bidder(s) will also have to enter into a Service Level Agreement (SLA) for Service Support and Maintenance of solution as per the terms and conditions of the RFP and covering the scope of work and technical requirements.
- b) Within 07 days from the date of acceptance of the Purchase Order, the selected Bidder(s) shall sign and date, the Service Level Agreement (SLA) designed by the Bank and return it to Bank. The Bidder(s), however, may submit the SLA Form they like to execute. It is prerogative of the Bank to accept the same or to modify. It is reiterated that the Contract/SLA to be entered into by the Selected Bidder(s) shall be as approved by the Bank only. Bank expects that the Bidder(s) shall be bound by the Service Levels described in this document. The SLA will be reviewed and calculated on a monthly basis. SLA for a particular month will be reviewed before 10th day of next month.
- c) Service Levels will include Availability measurements & Performance measurements. Availability Report will be provided on quarterly basis and a review shall be conducted based on this report. A quarterly report shall be provided to the Bank by the Service Provider at the end of every quarter containing the summary of all incidents reported and associated Bidder(s) performance measurement for that period. All Availability Measurements will be on a quarterly basis for the purpose of Service Level reporting. Audits will normally be done on monthly/quarterly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies.
- d) The non-delivery of services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP.

10. TRANSPORT AND INSURANCE

The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to

110 percent of the invoice value of the Goods from “Warehouse to final destination” on “All Risks” basis including War Risks and Strikes.

The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. Any damage happens to all equipments due to non-availability of storage cum erection policy, the supplier has to bear the losses.

In case of discrepancy in hardware/software supplied, it is successful bidder’s responsibility to replace/repair the equipment immediately even without recourse to the insurance.

If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the last date of delivery of goods, then 0.1% of the invoice value will be deducted from the payment for each insurance.

11. WARRANTY

The entire hardware covering all components will remain under comprehensive warranty for a period of 03 year. The Product support during warranty period shall be for complete infrastructure setup and accessories supplied.

Warranty should cover the following:

- a) The equipment should be attended within four hours of receipt of complaint (exclusive of travelling time). In case problems persist, systems should be replaced within 72 hours of receiving complaint and alternate device should be given till device is repaired. The replaced device should be installed by the Bidder(s) at no extra cost to the Bank, so that normal job of the Bank may not get hampered.
- b) Warranty would cover updates/maintenance patches/bug fixes (available from the original equipment manufacturer) for system software & firmware patches/bug fixes, if any, for hardware.
- c) Providing of all deliverables including warranty services etc. under this contract shall be the sole responsibility of the Bidder(s). Bank will not be responsible for any delays/violation from third party OEMs

12. UPGRADES AND UPDATES

The successful Bidder(s) shall be required to provide upgrades for the proposed solutions provided free of cost during contract period. If, however, the upgrades/updates are not available then the support for the implemented Solution should be available at any point of time.

The solution/components including hardware, software and licenses provided by the successful Bidder(s) should not be declared end of life or support during the contract period of the project. If at all the solution or any individual component/service/software is declared end of life/support during the contract period with the Bank, the successful Bidder(s) has to provide the upgraded version of solution including the associated hardware and software with same OEM, without any additional cost to the Bank.

13. TAXES AND DUTIES

The rates quoted by the Bidder(s) should be inclusive of all taxes and duties. It will be the responsibility of the Bidder(s) to provide clarifications/particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. at its cost. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall be within its right to effect such deductions from the payment due to Bidder(s). The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve Bidder(s) from his responsibility to pay any tax that may be levied on income and profits made by Bidder(s) in respect of this contract.

14. CANCELLATION OF PURCHASE ORDER

After issuance of Purchase Order to successful Bidder(s), Bank reserves the right to cancel the purchase order without giving any notice, for following reasons:

- a) Non-submission of acceptance of purchase order within 07 days from date of Purchase Order.
- b) Non-submission of Performance Bank Guarantee within stipulated time as specified in the RFP.
- c) Non-signing of contract within the time specified by Bank.
- d) Non-submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.

15. VISITORIAL RIGHTS

The Bank and its authorized representatives, including National Bank For Agriculture And Rural Development (NABARD) or any other regulator shall have the right to visit any of the Bidder(s)'s premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder(s) shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

16. CERTIFICATE FOR SOFTWARE/APPLICATION FREE FROM MALICIOUS CODES

The Bidder(s) should submit following certificate in the bid, as per **Annexure- XII** (Undertaking of Information Security from The Bidder(s)) of this RFP:

- a) This is to certify that the Solution and Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:
 - Inhibit the desires and designed function of the equipment.
 - Cause physical damage to the user or equipment during the exploitation
- b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

17. DELAYS IN THE SUCCESSFUL BIDDER(S)/ SUPPLIER'S PERFORMANCE

Delivery of the goods and performance of the Services shall be made by the successful Bidder(s) in accordance with the time schedule specified by purchaser/J&K Grameen Bank. Any delay in performing the obligation by the Successful Bidder(s) will result in imposition of liquidated damages and/or termination of contract for default including liquidation of Performance Bank Guarantee.

18. INDEMNITY

The Bidder(s) assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the Bidder(s)'s obligation under these general conditions or for which the Bidder(s) has assumed responsibilities under the purchase contract including those imposed

under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/ deployed/services utilized by the Bidder(s) or Bidder(s) in connection with the performance/ discharge of any system/ obligations covered by the purchase contract. The Bidder(s) shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the purchase contract and to protect the Bank during the tenure of Purchase Order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the Bidder(s) shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation, etc., thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the solution supplied by the Bidder(s) covered under the purchase contract or the use thereof, the Bidder(s) agrees and undertakes to defend and / or to assist the Bank in defending at the Bidder(s)'s cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. Successful Bidder(s) will also assume full responsibility of any loss and/or damages, cost, expenses, etc., caused due to malfeasance/misfeasance of any of its solution and/or due to any of their onsite engineer/representative.

19. EXCHANGE RATE VARIATION

If the contract is extended for any period, beyond its expiry, the prices shall remain fixed as per the contract signed between the Bank and the Bidder(s), regardless of variation of exchange rate.

20. TERMINATION OF CONTRACT

- A) Bank shall have the right to terminate the Contract, at any time during the Contract period, after giving 30 day's advance notice including 15 days' cure period to the Bidder(s) for reasons, including but not limited to the following:
- Non-capable resources or non-initiation of services as per Contract;
 - Delay in execution of Purchase Order placed by the Bank;
 - Discrepancies / deviations in the agreed processes and/or products;
 - Failure of Successful Bidder(s) to complete implementation of solutions within the time as specified in the RFP/under this Contract;
 - Violation of terms & conditions stipulated in the RFP to the extent not inconsistent with the terms and conditions laid out in present Contract;
 - Change in Bank's Policy;
 - Unsatisfactory services/poor quality of product/services;
 - The Bank may terminate the Contract in case of breach of any of the representation and warranties as mentioned in this Contract or in case of breach of any of the terms and condition as set forth in the Contract.
- B) Notwithstanding anything contained in this Contract, Bank shall be at the liberty to terminate this Contract at any time by serving a 30 days -notice period to the Successful Bidder(s) without bearing any consequences.
- C) Immediately upon the date of expiry or Termination of this Contract, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.
- D) In case of termination due to reasons attributable to the Successful Bidder(s) as decided by the Bank, Bank reserves the right to allot the remaining work to another Bidder(s) of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the Bank incurs on this account, shall be payable by the Bidder(s).
- E) The Bank reserves the right to recover any dues payable to the selected Bidder(s) from any amount outstanding to the credit of the Bidder(s), including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.
- F) Upon expiry / Termination of the Contract, Bidder(s) shall be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this Contract.

21. NO RIGHT TO SET OFF

In case the Bidder(s) has any other business relationship with the Bank, no right of set-off, counter claim and cross-claim and or otherwise will be available under this Contract to the Bidder(s) for any payments receivable under and in accordance with that business.

22. PUBLICITY

Any publicity/ public announcement relating to the Contract, work to be carried out in Bank towards this project, Services or Deliverables is strictly prohibited. Neither Deliverables nor reference to either Party may be included or made in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission has been taken from other Party.

23. USE OF NAME/LOGO OF THE BANK

Bidder(s) shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of J&K Grameen Bank or any of its affiliate, or the name of any of the Bank's employee or agent, without the Bank's prior, written, express consent. The Bank may withhold such consent, in case so granted by it, in its absolute discretion. Violation thereof shall constitute a material breach of the terms of this Contract and shall entitle the Bank to take appropriate actions as available to it in law and under this Contract.

24. PRIVACY AND SECURITY SAFEGUARDS

The Bidder(s) shall not publish or disclose to third parties in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder(s) or existing at any Bank location. The Bidder(s) shall develop procedures and implementation plans to ensure that IT resources leaving the control the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Bidder(s) shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder(s) or existing at any Bank location.

25. USE OF CONTRACT DOCUMENTS AND INFORMATION

The Successful Bidder(s)/ / Supplier shall not, without the Bank's prior written consent, make use of any document or information provided by Purchaser in Bid document or otherwise except for purposes of performing contract.

26. INTELLECTUAL PROPERTY RIGHTS

- a) The Successful Bidder(s) claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this Contract, all Intellectual Property Rights in relation to the Hardware, Software, Services and Documentation and any adaptations, translations and derivative works thereof, whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the or its licensor.
- b) The Bank under this Contract shall be granted a license to use the Software. During the term of this project and, if applicable, during the Transition Period, Bank grants Successful Bidder(s) a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.
- c) The Successful Bidder(s) shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software/ appliances used by Successful Bidder(s) in performing its obligations under this Project.
- d) If a third party's claim endangers or disrupts the Bank's use of the Software/ appliance, the Successful Bidder(s)/ shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software/ Appliance in accordance with the terms of this contract and the license agreement; or (ii) modify the Software/ Appliance without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the Software/ Appliance with a compatible, functionally equivalent and noninfringing product.

27. ASSIGNMENT

The Successful Bidder(s) shall not assign, in whole or in part, its obligations to perform under the contract to any other party, except with the Purchaser's prior written consent.

28. SEVERABILITY

The clauses of this Contract shall be deemed severable, and the invalidity or unenforceability of any provision (or part thereof) of this Contract shall in no way affect the validity or enforceability of any other provision (or remaining part thereof).

29. CONTRACT BETWEEN BANK AND SUCCESSFUL BIDDER(S)

The successful Bidder(s)/Service Provider shall be required to execute SLA (Service Level Agreement), NDA (Non- Disclosure Agreement), Contract Form & other required agreement(s) with the Bank.

30. PRINCIPAL TO PRINCIPAL RELATIONSHIP

The employees engaged by the Successful Bidder(s)/ shall be deemed to be the employees of Successful Bidder(s)/ only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Successful Bidder(s)/ alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the terms of this Contract shall be deemed to constitute a partnership or joint venture or employee- employee relationship between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor is there any master-servant relationship between the parties. The relationship is on principal to principal basis.

The Successful Bidder(s)/ shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Contract with respect to each applicable/extant labour law, including but not limited to, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, Code on Wages, 2019 as and when is notified by Government, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations as applicable, remain payable with respect to his personnel/employees. Successful Bidder(s)/ shall have no claims whatsoever against the Bank with respect to payment of

statutory dues/contributions to its personnel/employees under applicable labour legislations/rules/regulations.

31. LIMITATION OF LIABILITY

Successful Bidder(s)'s/s' aggregate liability under the Contract shall be limited to a maximum of the Contract value. For the purposes of this clause, Contract value at any given point of time, means the aggregate value of the purchase orders, paid by Bank to the Successful Bidder(s)/ that gives rise to claim, under this Contract. In the following circumstances limitation of liability shall not apply and the Successful Bidder(s)/ shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank:

- a) Liability of Successful Bidder(s)/ for third party claims for IP Infringement;
- b) Liability of Successful Bidder(s)/ (including third party claims) in case of bodily injury (including Death);
- c) Liability of Successful Bidder(s)/ (including third party claims) in case of damage to real property and tangible property caused by the s' gross negligence;
- d) Liability of the Successful Bidder(s)/ in case of gross negligence or wilful misconduct attributable to the Successful Bidder(s)/ while providing services under this Contract;
- e) Liability of the Successful Bidder(s)/ in case of fraudulent acts or wilful misrepresentation attributable to the Bidder(s) regarding the services provided under this Contract; f) Breach of the confidentiality;
- g) Employment liabilities for Successful Bidder(s)'s/s' staff relating to the period of their employment within contractual period while working with Bank;
- h) Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Contract, owing to the fault of the Successful Bidder(s)/.
- i) Any other breach caused due to the non-performance of the obligations of the Successful Bidder(s)/ under the Contract.

32. NON DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and the successful Bidder(s), and its implementation thereof, the successful Bidder(s) may have access to the confidential information and data of the Bank and its customers. The successful Bidder(s) will enter into a Non-Disclosure Agreement, as per **Annexure-XI** of this RFP, to maintain the secrecy of Bank's data as per following:

That the successful Bidder(s)/ will treat the confidential information as confidential and shall not disclose to any third party. The successful Bidder(s) will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.

- a) That the successful Bidder(s)/ will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful Bidder(s)/ will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful Bidder(s) shall use reasonable efforts to advise the Bank immediately in the event that the successful Bidder(s) learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful Bidder(s), and will reasonably cooperate in seeking injunctive relieve against any such person.
- b) That if the successful Bidder(s) hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder(s) is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this Contract.
- c) That the successful Bidder(s) will strictly maintain the secrecy of Bank's data.

The Bank shall provide access to its premises to the authorized personnel of the / OEM representatives to carry out the work related to installation, implementation etc. which is required to perform its obligation to Bank. In accessing Bank's premises, the / OEM representatives shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety and security to discharge their obligation as per the terms and condition of the Contract.

33. NON-SOLICITATION

The Successful Bidder(s)/ shall not hire employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees or ex-employees of the Bank directly involved in this Contract, during the term of this Contract and one (1) year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the contract to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. However, nothing contained herein shall restrict

the Bank to engage any personnel/employee of Successful Bidder(s)/, if the engagement is through open channel/competitive route in pursuance of Bank's hiring policies or direction of Government Authorities and does not include only the personnel/employees of Successful Bidder(s)/.

34. AUDIT

- a) Bank can conduct any third party inspection/audit for any phase. Successful Bidder(s)/ must take all necessary changes as mentioned by the results of these audit. Successful Bidder(s)/ must ensure that findings of the audit are successfully closed within timelines as per Bank's policy as per scope of this RFP.
- b) Successful Bidder(s)/ shall allow the Bank, its authorised personnel, its auditors (internal and external) and/or other statutory authorities an unrestricted right to inspect and audit the operations and records directly related to the services. The Cost and Accounting records will be out of the scope for the purpose of audit conducted by the Bank. If Successful Bidder(s) is outsourcing any portion of the above activity, it will be the responsibility of Successful Bidder(s)/ to ensure that authorities/officials as mentioned above are allowed access to places, systems, processes, records (except Cost and Accounting records) etc. of activity for inspection or verification.
- c) Successful Bidder(s)/ shall keep complete and accurate records of all the operations in connection with the activities, per relevant best practices in the industry. All books, records (except Cost and accounting records) and information relevant to services shall be preserved in isolation and presented to the Bank or its designees for inspections as and when demanded.
- d) Successful Bidder(s)/ recognizes the right of Reserve Bank of India (RBI) to cause an inspection to be made of Successful Bidder(s)//Service Provider and its books and accounts by one or more of its officers or employees or other designated person. One week's prior intimation shall be shared with Successful Bidder(s)//Service Provider, regarding the audit so as to notify the Bank of any potential conflict of interest. Except in cases of regulatory or statutory audit, the Bank shall not exercise right to audit more than twice in a financial year.

35. COMPLIANCE WITH LAWS

The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, export and Anti Bribery Laws.

36. AMENDMENT

This Contract may not be altered, or modified except by a written Agreement or addendum signed by authorized representatives of the Parties.

37. ENTIRE AGREEMENT

This Agreement contains the entire Agreement and understandings by and between the Parties with respect to the covenants herein described, and no representations, promises, Agreements or understandings, written or oral, not herein contained shall be of any force or effect.

38. NON-EXCLUSIVITY

Notwithstanding anything contained in the present Contract, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more service provider(s) to provide like services concurrently or otherwise during the currency of this Contract.

39. SURVIVAL

The Parties have expressly agreed that any liabilities or obligations set forth in this Contract by their nature and content are intended to survive the performance hereof, shall so survive despite such completion/expiration or termination of this Contract.

40. INDEMNIFICATION PROCESS

Bank shall notify the Successful Bidder(s)/ in writing as soon as practicable when the Bank becomes aware of the claim, and cooperates with the Successful Bidder(s)/ in the defence and settlement of the claims. The Successful Bidder(s)/ shall have sole control of the defence and all related settlement/negotiations, and Bank will provide the Successful Bidder(s)/ with the assistance, information and authority reasonably necessary to perform the above. However, where Bank is required under law or otherwise answer the claims/charges/imputations made against it, Bank shall have the right to enter defence/defend its interest by means available in law, at its sole discretion. Indemnity would cover damages, loss or liabilities suffered by the

Banks arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under the above stated Request for Proposal (RFP) and/or this SLA and subsequent agreement, if any by the Successful Bidder(s)/. In the event of Successful Bidder(s)/ do not fulfil its obligations under this clause (that is, to comply with the indemnification process) within the period specified in the indemnification notice issued by Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Successful Bidder(s)/ under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Contract.

IP Infringement indemnity

The Bidder(s) shall indemnify the Bank against all third-party claims of infringement of trademark, copyright or industrial design rights, etc. (excepting any third party's patent) arising from use of the Deliverables/ Services, or any part thereof in India as contemplated by this Contract, provided always that Bank's use of such Services and Deliverables is in compliance with the Contract and applicable laws. If Bank's compliant use of the Services or Deliverables infringes any third party IPR, Bank's sole remedy (other than this indemnity) is for Bidder(s), at Bidder(s)'s option, to either: (i) procure Bank's continued full use of the Deliverable as contemplated by the Contract; (ii) substitute the infringing Deliverable; or (iii) modify the Deliverable so that they become non-infringing. This remedy will not apply if Bank is using any modified version of a Deliverable that was not approved by Bidder(s); if Bank uses Deliverables for a purpose other than that contemplated by the Contract or if Bank uses a Deliverable in a manner not compliant with the Contract. Bank will use all reasonable endeavours to mitigate its Losses, arising out of any third party IPR claim.

Bidder(s) further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Deliverable by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section, Bidder(s) shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Bidder(s) in writing of the Claim immediately on becoming aware of it.

41. BUSINESS CONTINUITY PLAN

The Bidder(s) shall ensure to have effective business continuity and disaster recovery plan. The Bidder(s) shall develop and establish a robust framework for documenting, maintaining and

periodic testing of business continuity and recovery procedures and shall maintain a record of the same as per applicable law.

42. DATA PROTECTION

Bidder(s) will process Bank's personal data on Bank's behalf as part of the Services, Bidder(s) will comply with the Information Technology Act, 2000 and its subsequent amendments, and will comply with all applicable privacy and data protection provisions and applicable laws. Further, it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information. Any Web portal used by the Bidder(s) to procure Bank Data will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per applicable law & practices to be adopted and implemented by the Bidder(s).

43. CONFLICT OF INTEREST

The Bidder(s) shall disclose to the Bank in writing, all actual conflicts of interest that exist, arise or may arise (either for the Bidder(s) or the Bidder(s) team) in the course of performing the services as per contract as soon as practical after it becomes aware of that conflict. It is clarified that providing similar services to other clients shall not be construed as a conflict of interest.

44. REPRESENTATION AND WARRANTIES

The Bidder(s) represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- i.) That the representations made by the Bidder(s) in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder(s) shall be bound by all the terms of the RFP.
- ii.) That all the representations and warranties as have been made by the Bidder(s) with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- iii.) That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv.) That there are –

- (a) no legal proceedings pending or threatened against Bidder(s) or any sub Bidder(s)/third party or its team which adversely affect/may affect performance under this Contract; and
- (b) no inquiries or investigations have been threatened, commenced or pending against Bidder(s) or any sub-Bidder(s) / third part or its team members by any statutory or regulatory or investigative agencies.
- v.) That the Bidder(s) is validly constituted and has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi.) That all conditions precedent under the Contract has been complied.
- vii.) That neither the execution and delivery by the Bidder(s) of the Contract nor the Bidder(s)'s compliance with or performance of the terms and provisions of the Contract:
 - a) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder(s),
 - b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder(s) is a Party or by which it or any of its property or assets is bound or to which it may be subject or
 - c) will violate any provision of the Memorandum and Articles of Association of the Bidder(s).
- viii.) That the Bidder(s) certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder(s) which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- ix.) That the Bidder(s) confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or the project.
- x.) That the Bidder(s) owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder(s) on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- xi.) That the Bidder(s) owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual

Property Rights, which are required or desirable for the project and the Bidder(s) does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder(s) or which the Bidder(s) is licensed to use, which are material in the context of the Bidder(s) business and operations are being infringed nor, so far as the Bidder(s) is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder(s) by any person. All Intellectual Property Rights (owned by the Bidder(s) or which the Bidder(s) is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.

- xii.) Any intellectual property arising during the course of the execution under this contract related to tools/ systems/ product/ process, developed with the consultation of the Bidder(s) will be intellectual property of the Bank.

45. RELATIONSHIP OF PARTIES

- i. Nothing in this RFP constitutes any fiduciary relationship between the Bank and Bidder(s)/Bidder(s)'s Team or any relationship of employer – employee, principal and agent, or partnership, between J&K Grameen Bank and Bidder(s) and /or its employees.
- ii. The Successful Bidder(s) shall disclose to J&K Grameen Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder(s) or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

46. NOTICES AND OTHER COMMUNICATION

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, addressed to the other party at the addresses, email given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered **within 5 working days** (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by email, on business date immediately after the date of successful email. (that is, the sender has a hard copy of the page evidencing that the email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

Annexure - I

TECHNICAL AND FUNCTIONAL SPECIFICATIONS

[PROCUREMENT OF 250 L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES FOR E-KYC AUTHENTICATION WITH THREE-YEAR WARRANTYALONG WITH THREE YEARS RD SERVICE]

[Tender No. JKGB/DAC/EKYC/2024-3004]

Functional and technical requirements are listed below for evaluation of this RFP. Bidder(s) to indicate compliance against each item as Yes/No. All items are mandatory and have to be complied without fail.

TABLE – 1 TABLE OF TECHNICAL REQUIREMENTS

Note:

- Non-Compliance to any of the technical specifications will make the bid liable for rejection.
- All the standard specifications mentioned in the technical requirements table should be available from day one of going live.
- For any customer reference, supporting documents like PO copy and performance certificate should be shared.

Technical Specification of fingerprint L1 RD compliant biometric devices			
SNo	Specification Parameters	Technical Requirements	Complied (Yes/No)
1	Fingerprint template Compliance for image resolution	ISO 19794(4)	
2	Image Acquisition Requirements	FBI -PIV	
3	Scan resolution pixels/centimetre (ppcm)	197	
4	Scan resolution pixels/inch (ppi)	500	
5	Pixel depth (bits)	8	

6	Certification	Mandatory to have valid STQC L1 certification during the time of bid	
7	Enrolment and Verification (other than just the image of the finger being captured)	Optical	
8	Impression type	Optical sensor	
9	Light source dependability	No	
10	High Resistance	To shock, abrasion and water	
11	Algorithm should include	Image Quality Determination and Feature Generalization	
12	Encryption of fingerprint template	Using unique foreign key	
13	Image acquisition and storage	As per UIDAI/ RBI guidelines	
14	Capture type/mode	Plain live scan capture and light to be blinked for scanning Auto capture with built-in quality check (incorporates NIST quality considerations) False positive Rate : <1.999%	
15	Power	Through Micro USB	
16	Software API	Interface API and Data Dictionary to be shared with the Bank and documentation to enable seamless integration with CBS or any other system.	
17	Device and Supplier - STQC Certified	Yes	
18	Technical Support Office	India	
19	Firmlevel Encryption	As per the Aadhar Registered Devices Technical Specification 2014	

20	Biometric Finger Print Device to support ISO SC37 19794-2/4 or ANSI/INCITS 378 template formats, 500 dpi resolution.	Required	
21	Compatible with Android	Android 12 and above	
22	Scanner and Supplier STQC Certified - Inbuilt template extractor software / SDK (mandatorily with license, if required)	Mandatory	
23	Device Security Implementation Level 1 (L1) compliance as per latest technical specification of UIDAI and all other norms of UIDAI	Mandatory	
24	Integrated USB 2.0 / 3.0 and above Connector	Type A	
25	Connector Cable to connect the Device to Std USB-type-A to laptops / desktop computers & Mobile handsets devices.	Quantity to be supplied: 250 USB Type A The connector/convertor cable quantity is tentative and is subject to change.	
26	Conformity to the “Terms and Conditions of UIDAI Certified Registered Device”/ RD Services	The Bank at its sole discretion may invite the quotes from the OEM after the expiry of 1 year warranty.	
27	Resolution	Minimum 500 dpi / 256 Grey level	
28	Sensor	STQC / UIDAI Certified Sensor	

29	Logo	Device should be clearly identified as J&K Grameen Bank owned device. The Bank may decide for a print logo or an embossed J&K Grameen Bank logo. Size and dimension will be decided with the successful Bidder(s).	
30	External RD service architecture	DC & DR setup of RD service is mandatory	

Annexure-II

BIDDER(S) INFORMATION

**[PROCUREMENT OF 250 L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES FOR E-KYC AUTHENTICATION WITH THREE-YEAR WARRANTYALONG WITH THREE YEARS RD SERVICE]
[Tender No. JKGB/DAC/EKYC/2024-3004]**

S.No.	Information	Particulars/ Response
1	Company Name	
2	Constitution	
3	Date of Incorporation	
4	Company Head Office Address	
5	Registered office address	
6	GST No.	
7	Whether MSE (quote registration no. and date of registration, copy to be attached)	
8	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name	
9	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (*Please enclose the copy of board resolution)	
10	Specimen Full signature	

11	Contact person's name address, telephone number, mobile number, Fax Number, EMail ID. (*give at least 2 contact person's details)																	
12	Details of Service Support Centre/ Offices in Chennai and Mumbai																	
13	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.																	
14	Any pending or past litigation (within three years)? If yes please give details																	
15	Please mention turnover* for last three financial years and include the copies of Audited Balance Sheet in support of it.	<table border="1"> <thead> <tr> <th>Financial Year [For three consecutive FY]</th> <th>Turnover Rs. (in Lakhs) from Indian Operations</th> <th>Net Profit/ Loss Rs. (in Lakhs)</th> <th>Net Worth Rs. (in Lakhs)</th> </tr> </thead> <tbody> <tr> <td>2021-22</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2022-23</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2023-24</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Financial Year [For three consecutive FY]	Turnover Rs. (in Lakhs) from Indian Operations	Net Profit/ Loss Rs. (in Lakhs)	Net Worth Rs. (in Lakhs)	2021-22				2022-23				2023-24			
Financial Year [For three consecutive FY]	Turnover Rs. (in Lakhs) from Indian Operations	Net Profit/ Loss Rs. (in Lakhs)	Net Worth Rs. (in Lakhs)															
2021-22																		
2022-23																		
2023-24																		

*Only Bidder(s) company / Firm figures need to be mentioned. (Not to include subsidiary, affiliate or group entities figures)

Date: _____ Place: _____

[Signature of Authorized Signatory]

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure-III

SERVICE LEVEL AGREEMENT (SLA)

**[PROCUREMENT OF 250 L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES FOR E-KYC
AUTHENTICATION WITH THREE-YEAR WARRANTY ALONG WITH THREE YEARS RD SERVICE]
[Tender No. JKGB/DAC/EKYC/2024-3004]**

THIS AGREEMENT made theday of 2024 Between J&K Grameen Bank, having its Head Office at Narwal, Jammu -180006- J&K (hereinafter called “the Purchaser”) of the one part and M/s _____ (Name of the Supplier), having its registered office at..... (City and Country of Supplier) (hereinafter called “the Supplier”) of the other part :

WHEREAS the Purchaser issued PO No. dated for renewal of Registered Device (RD) management services for e-KYC authentication for supply of 250 L1 RD compliant fingerprint biometric devices for E-KYC authentication and Aadhaar Enabled payment services with three-year warranty along with three years RD service from M/s. for Rs. _____ (Contract Price in Words and Figures) per unit (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The SLA specifies the expected levels of service to be provided by the Supplier to the Bank. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties.

Payments to the Supplier are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. the Bank and Supplier. The Supplier shall maintain the stated service levels to provide quality service. Supplier shall use automated tools to provide the SLA Reports. Supplier shall provide access to the Bank or its designated personnel to the tools used for SLA monitoring.

The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. The Supplier is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.

A Service Level violation will occur if the Supplier fails to meet Minimum Service Levels on a monthly basis for a particular Service Level.

Quarterly SLAs would be analyzed. However, there would be month wise SLAs and all SLA targets have to be met on a monthly basis.

Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise “Availability and Performance Report” will be provided by the Supplier for every quarter in the Bank suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to Bank shall contain the summary of all incidents reported and associated performance measurement for that period.

SLA Definitions

- “Availability” means the time for which the services and facilities are available for conducting operations on the solution including application and associated infrastructure.
- Availability is defined as (%) = (Operation Hours –Downtime) X 100%

(Operation Hours)

The operation hours are defined as 24/7 X 365.

“Downtime” is the actual duration for which the system was not able to service the Bank, due to System or Infrastructure failure as defined by the Bank and agreed by the Supplier.

“Scheduled Maintenance Time” shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of the Bank.

“Incident” refers to any event / abnormalities in the functioning of the solution.

Penalty on non-adherence to SLAs

A. Penalty for Solution uptime

During the term of the contract, the supplier will maintain the solution in perfect working order and condition and for this purpose will provide the following services.

S. No	Level of uptime per month for RD services	Penalty Charges
1	99.50% and Above	NIL

2	98.00% and above but below 99.5%	1% of RD service charge claimed
3	95.00% and above but below 98.00%	3% of RD service charge claimed
4	90.00% and above but below 95.00%	5% of RD service charge claimed
5	Below 90.00%	10% of RD service charge claimed

M/s. _____ has to enter into a Service Level Agreement with the Bank which includes the detailed scope of work and technical requirements, service levels. The same has to be executed on a INR 100 Stamp Paper. SLA will be reviewed on a quarterly basis. SLA violation will attract penalties.

The right to levy the penalty is in addition to and without prejudice to other rights / remedies available to the Bank such as termination of contract and recovery of amount paid etc.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For J&K Grameen Bank)

in the presence of:.....

Signed, Sealed and Delivered by the

said(For M/s. _____)

in the presence of:.....

Annexure-IV

COMPLIANCE CERTIFICATE

[PROCUREMENT OF 250 L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES FOR E-KYC AUTHENTICATION WITH THREE-YEAR WARRANTYALONG WITH THREE YEARS RD SERVICE]

[Tender No. JKGB/DAC/EKYC/2024-3004]

DECLARATION: Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all Annexure, Corrigendum(s) etc. stipulated by the Bank in this RFP. Any deviation may result in disqualification of our bid. We understand & agree that in event of being successful in the bid, we shall comply to the terms & conditions of RFP in future and shall not attempt to get the same changed from Bank later on in process of implementation, contract signing, and extension of contract and / or subsequent purchase order/s from Bank. We understand and agree that such attempts and noncompliance to RFP terms may lead to cancellation of our Contract and suitable penal action may be taken by Bank against us including invoking the EMD and/ or PBG and blacklisting.	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for tender confirm to the Scope of Work and Technical specifications stipulated by Bank. (Any deviation may result in disqualification of our bid)	
RFP, Clarifications & subsequent Corrigendum/s, if Any.	We hereby undertake that we have gone through RFP, Clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all Annexures, Corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	

Date: _____

Place: _____

[Signature of Authorized Signatory]

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure-V

PERFORMANCE CERTIFICATE

(To be provided on letter head of the issuing company)

**[PROCUREMENT OF 250 L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES FOR E-KYC
 AUTHENTICATION WITH THREE-YEAR WARRANTYALONG WITH THREE YEARS RD SERVICE]
 [Tender No. JKGB/DAC/EKYC/2024-3004]**

To General Manager, J&K Grameen Bank, Head Office, Nawal - 180006

This is to certify that M/s _____ has supplied/implemented the below listed devices.

Name and Full Address of the Purchaser	Purchase Order Number and Date	Name of OEM of the Product and Model Service Offered	Specifications (in brief)	Date of GO LIVE/ Sign Off

The services provided by the M/s _____ for the specified solutions are: a)

- Satisfactory
 - b) Good
 - c) Very Good
 - d) Excellent
- [Select and tick only one]

and working fine since the date of go-live/ sign-off till date.

The certificate has been issued on the specific request of the company.

Date: _____

Place: _____

[Signature of Authorized Signatory]

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure-VI

UNDERTAKING FOR NON- BLACKLISTED

[To be provided on letter head of the Bidder(s)'s/OEM Company]

To General Manager J&K Grameen Bank Head Office Narwal, Jammu-180006

**[PROCUREMENT OF 250 L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES FOR E-KYC
AUTHENTICATION WITH THREE-YEAR WARRANTYALONG WITH THREE YEARS RD SERVICE]**

[Tender No. JKGB/DAC/EKYC/2024-3004]

We M/s _____, a company incorporated under the Companies Act, 1956 with its headquarters at, _____ do hereby confirm that our company have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 3 years.

This declaration is being submitted and limited to, in response to the tender reference mentioned in this document.

Date: _____

Place: _____

[Signature of Authorized Signatory]

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure-VII

MANUFACTURER'S (OEM) AUTHORISATION FORM

To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory

To General Manager J&K Grameen Bank Head Office Narwal, Jammu-180006

**[PROCUREMENT OF 250 L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES FOR E-KYC
AUTHENTICATION WITH THREE-YEAR WARRANTYALONG WITH THREE YEARS RD SERVICE]
[Tender No. JKGB/DAC/EKYC/2024-3004]**

We hereby submit the following: -

- 1) We, M/s _____ are the OEM of the following components/devices/solution being offered to J&K Grameen Bank through M/s _____ (Bidder(s)'s Name), who is our authorized Partner/representative in India for supply of this Product/Solution.

S.No.	Component/ Solution Name	Device/ Device/	Model No.	Components/ devices/ solution conforms to all the technical specifications and requirements mentioned in this RFP

- 2) We agree to provide the device/solution/component being supplied as per the scope of work and technical specifications of this RFP through our partner M/s _____
- 3) In case the Bidder(s) i.e. M/s _____ is not able to perform obligations as per RFP during the contract period due to any reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.
- 4) With reference to all the components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/software 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 are being used or shall be used.

- 5) In case of default/unable to comply with above at the time of delivery or during implementation, for the IT asset including software already billed, we agree to take back the supplied items without demur, if already supplied and replace the same with new one.

Date: _____

Place: _____

[Signature of Authorized Signatory]

Name of Signatory: Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure-VIII

Undertaking for being the OEM of offered devices of 250 L1 RD compliant fingerprint biometric devices

To General Manager J&K Grameen Bank Head Office Narwal, Jammu-180006

[PROCUREMENT OF 250 L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES FOR E-KYC AUTHENTICATION WITH THREE-YEAR WARRANTYALONG WITH THREE YEARS RD SERVICE]

[Tender No. JKGB/DAC/EKYC/2024-3004]

We hereby submit the following:

1. We, M/s _____ are the OEM of the following devices/components/solution being offered to J&K Grameen Bank through M/s _____ (Bidder(s)'s Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware.

<u>S.No.</u>	<u>Component/ Devices/ Solution Name</u>	<u>Model No.</u>	<u>Components/ devices/ solution confirms to all the technical specifications and requirements mentioned in this RFP</u>
<u>1</u>			
<u>2</u>			

2. We agree to provide services as per the scope of work and technical specifications of this RFP.
3. With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware 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 are being used or shall be used.
4. In case of default/unable to comply with above at the time of delivery or during implementation, for the solution already billed, we agree to rectify the solution, if already supplied and if we are unable to do so, then return the money if any paid to us by you in this regard. We also take full responsibility of Service SLA as per the content even if there is any defect by our authorized Service Centre/ Reseller/ SI etc.

Date: _____

Place: _____

[Signature of Authorized Signatory]

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure-IX

FORMAT FOR BID SECURITY BANK GUARANTEE

(To be stamped in accordance with stamp act)

Ref. Bank Guarantee No.

Date:

To,
WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at India (hereinafter referred to as “the VENDOR”) proposes to tender and offer in response to Tender No. JKGB/DAC/EKYC/2024-3004 dated 16th August 2024 for Procurement of 250 L1 RD Compliant Fingerprint Biometric Devices for E-KYC Authentication (hereinafter called the “TENDER”) AND

WHEREAS, in terms of the conditions as stipulated in the TENDER, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a scheduled commercial bank in India in your favour to secure the order under Schedule 1 of the Tender in accordance with the Tender Document (which guarantee is hereinafter called as “BANK GUARANTEE”) AND WHEREAS the VENDOR has approached us, for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed TENDER to you, WE,havingOffice 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 VENDOR of any of the terms and conditions contained in the Tender and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the 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 VENDOR of their obligations in terms of the TENDER.

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

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

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

5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the time of performance of the Tender or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said 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 VENDOR or any other forbearance, act or omission on your part of or any indulgence by you to the VENDOR 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.

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

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

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said Tender and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

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

10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

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

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

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

14. Notwithstanding anything contained herein above;

our liability under this Guarantee shall not exceed
Rs.....(Rupees.....only) ;

this Bank Guarantee shall be valid up to and including the date ; and

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.

16. 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 BANK
Authorized Signatory

Seal

Address

Annexure-X

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with stamp act)

Ref. Bank Guarantee No.

Date:

To,

The Chairman,
J&K Grameen Bank Ltd.
Head Office, Narwal
JAMMU, 180006 J&K (India)

WHEREAS(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at, hereinafter referred to as the VENDOR has undertaken to Supply and deliver the Hardware / Software, including supply of Spares, Comprehensive inland Transportation, Storage at site, their installation, Testing and Commissioning and demonstration of Guaranteed Performance and Training of Personnel in respect of Hardware / Software in terms of the Purchase Order bearing No. dated, hereinafter referred to as "the CONTRACT.

AND WHEREAS in terms of the Conditions stipulated in the said Contract, the VENDOR is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favour to secure due and satisfactory compliance of the obligations of the VENDOR in accordance with the Contract ;

THEREFORE, WE,(Name of the Bank) furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

1. We,Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said vendor of any of the terms and conditions contained in the Contract or by reason of the vendor's failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (Rupees ----- Only).

2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the vendor in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and the vendor shall have no claim against us for making such payment.

3. We further agree that, if demand. as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said vendor and accordingly discharge this guarantee. Provided, however, serving of a written claim / demand in terms hereof on us for payment under this guarantee on or before the stipulated period , time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.

4. We further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by us against the said VENDOR and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Vendor or for any forbearance, act or omission on our part or any indulgence by us to the said vendor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Vendor.

6. We lastly undertake not to revoke this guarantee during its currency except with your written Consent.

. NOTWITHSTANDING anything contained herein above;

Our liability under this Guarantee shall not exceed `.....(
Rupees.....only) ;

This Guarantee shall be valid up to and including the(mention date); and

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.

Dated the ----- day of -----20----

For ----- BANK

Authorized Signatory

Annexure-XI

NON DISCLOSURE AGREEMENT
(on stamp paper of appropriate value)

This Nondisclosure Agreement (hereinafter referred to as “Agreement”) is entered into at _____ on this _____ day of _____ 2024,

Between

M/s _____ (Insert Name of the Successful Bidder(s) a company within the meaning of Companies Act, 1956, having its Registered Office at _____ (herein after called ‘Successful Bidder(s)’))

And

J&K Grameen Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 and having its Head Office at Narwal, Jammu –180006

Successful Bidder(s)/ and the Bank shall hereinafter jointly be referred to as “Parties” and individually as a “Party”

The Successful Bidder(s) and J&K Grameen Bank would be having discussions concerning the establishment of and during continuance of a business relationship between them as per Contract. In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the ‘Disclosing Party’ and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the ‘Recipient’, and will include its affiliates and subsidiaries.

Now this Agreement witnesses: -

1) Proprietary Information:

As used in this Agreement, the term ‘Proprietary Information’ shall mean all trade secrets or confidential or Proprietary Information (except personal information) designated as such in

writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2) Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.
- b) The term 'confidential information' shall include all written or oral information (except personal information) (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3) Non-Disclosure of Proprietary Information:

For the period during the Contract or its renewal, the Recipient will:

- a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and

- c) Limit disclosure of Proprietary Information received under this Contract to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4) Limit on Obligations:

The obligations of the Recipient specified in Clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5) Return of Documents:

The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Contract (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Contract, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.

6) Term:

The obligation pursuant to Clause 2 and 3 (Confidentiality and Non- Disclosure of Proprietary Information) will survive even after termination of the term of the Contract dated _____.

7) Damages:

The provisions of this Contract are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Contract will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Contract shall be liable for the entire loss and damages on account of such disclosure. Each party agrees to indemnify the other against loss suffered due to breach of contract / RFP / SLA and undertakes to make good the financial loss, Litigation charges, Arbitration Charges, other charges etc. caused directly or indirectly by claims brought about by its customers or by third parties.

8) Miscellaneous:

- a) This Contract may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b) This Contract will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns.
- c) The Contract shall be construed and interpreted in accordance with the laws prevailing in India and parties submit to exclusive jurisdiction in the courts of Chennai.

9) Notice of Breach:

Recipient shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Recipient or its Representatives, or any other breach of this Contract by recipient or its Representatives and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

10) Remedies:

Recipient acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Contract by Recipient and that any such breach would cause Disclosing Party irreparable harm. Accordingly, Recipient also agrees that, in the event of any breach or threatened breach of this Contract, Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s _____

[Signature of Authorized Signatory]

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure-XII

UNDERTAKING OF INFORMATION SECURITY FROM THE BIDDER(S)

(to be provided on letter head of Bidder(s))

To
The General Manager
J&K Grameen Bank
Head Office
Narwal, Jammu
J&K

**[PROCUREMENT OF 250 L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES FOR E-KYC
AUTHENTICATION WITH THREE-YEAR WARRANTY ALONG WITH THREE YEARS RD SERVICE]
[Tender No. JKGB/DAC/EKYC/2024-3004]**

We hereby undertake that the proposed hardware/ software/firmware to be supplied will be free of malware, free of any bugs/vulnerabilities and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) which may lead to any data leakage/compromise of the server/solution or any cyber security incident in future.

We also undertake that: -

The Solution and Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:

- i. Inhibit the desires and designed function of the equipment.
 - ii. Cause physical damage to the user or equipment during the exploitation.
 - iii. Tap information resident or transient in the equipment/network.
- b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software and any loss occurring due to the above may be recovered from the existing contracts.

Date: _____

Place: _____

[Signature of Authorized Signatory]

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure-XIII

ESCALATION MATRIX (BIDDER(S))

(To be provided separately for Bidder(s) and concerned OEMs on Company Letterhead)

To General Manager J&K Grameen Bank Head Office, Narwal, Jammu-180006

**[PROCUREMENT OF 250 L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES FOR E-KYC
AUTHENTICATION WITH THREE-YEAR WARRANTYALONG WITH THREE YEARS RD SERVICE]
[Tender No. JKGB/DAC/EKYC/2024-3004]**

We hereby submit the Escalation Matrix of our Organisation (M/s_____) and OEM
(M/s___)

S.No.	Escalation Level	Name	Company's Name	Designation	Contact No.	Email ID
1	Escalation Level 1					
2	Escalation Level 2					
3	Escalation Level 3					
4	Escalation Level 4					

Date: _____

Place: _____

[Signature of Authorized Signatory]

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure-XIV

COMMERCIAL BILL OF MATERIAL

(On Bidder's Letter head)

[PROCUREMENT OF 250 L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES FOR E-KYC AUTHENTICATION WITH THREE-YEAR WARRANTYALONG WITH THREE YEARS RD SERVICE]

[Tender No. JKGB/DAC/EKYC/2024-3004]

To General Manager J&K Grameen Bank, Head Office, Narwal, Jammu-1800006

Dear Sirs,

Sub: Request for Proposal for supply of 250 L1 RD compliant fingerprint biometric devices for e-KYC authentication with three-year warranty along with three years RD service.

Ref: 1. Your RFP No. RFP No. dated

With reference to the above RFP floated by bank, we confirm that we have gone through the RFP terms & conditions and hereunder submit our commercial offer for the same.

<i>(Amount in Rupees)</i>						
S.No.	Item Description	Make and Model/Part Number	Quantity	Unit Cost of Item (exclusive of taxes) (A)	GST Amount (B)	Total Cost of Item (Inclusive of Taxes) {C = 250 * (A+B) }
1	Cost of L1 RD compliant fingerprint biometric device inclusive of 1 st year RD service		250			
2	Cost of 2 nd year RD service	NA	250*			
3	Cost of 3 rd year RD service	NA	250*			
GRAND TOTAL						

* Quantity to be factored on the actual number of biometric devices used for e-KYC authentication in the respective financial year

#Total Cost for the Project- Inclusive of Taxes = Rs..... (Rs..... only)

#Price is to be quoted inclusive of all charges & taxes. TDS & other application deduction if any, will be deducted from the payment.

We submit that we shall abide by the details given above and terms and conditions given in Bid document.

For
Office Seal

(Authorized Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

Annexure-XV

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

[PROCUREMENT OF 250 L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES FOR E-KYC AUTHENTICATION WITH THREE-YEAR WARRANTYALONG WITH THREE YEARS RD SERVICE]

[Tender No. JKGB/DAC/EKYC/2024-3004]

The technical bid document should mandatorily comprise of the following:

S.No.	Description of Documents required	Remarks
1	EARNEST MONEY DEPOSIT (EMD)	TO BE SUBMITTED IN ORIGINAL
2	COPY OF CERTIFICATE OF INCORPORATION OR ANY OTHER CERTIFICATE OF REGISTRATION ISSUED BY COMPETENT AUTHORITY FROM GOVERNMENT OF INDIA.	DOCUMENTS TO BE SUBMITTED
3	CERTIFIED COPY OF ISO 27001:2013 (OR LATER) CERTIFICATES	DOCUMENTS TO BE SUBMITTED
4	COPY OF CERTIFICATION DEPICTING CMMI LEVEL 3 OF ABOVE CERTIFIED COMPANY.	DOCUMENTS TO BE SUBMITTED
5	PERFORMANCE CERTIFICATE & PO SUPPORTING THE CLAIM FROM THE RESPECTIVE ORGANIZATION SHOULD BE SUBMITTED ALONG WITH CONTACT DETAILS OF THE COMPANY.	DOCUMENTS TO BE SUBMITTED
6	AUDITED FINANCIAL STATEMENTS FOR THE LAST THREE (3) FINANCIAL YEARS I.E., FY2021-22, FY2022-23 & FY2023-24	DOCUMENTS TO BE SUBMITTED
7	BIDDER SHOULD PROVIDE UNDERTAKING THAT ANY OF ITS SUBSIDIARY OR ASSOCIATE OR HOLDING COMPANY OR COMPANIES HAVING COMMON DIRECTOR/S OR COMPANIES IN THE SAME GROUP OF PROMOTERS/MANAGEMENT OR PARTNERSHIP FIRMS/LLPS HAVING COMMON PARTNERS HAS NOT PARTICIPATED IN THE BID PROCESS.	DOCUMENTS TO BE SUBMITTED ON BIDDER'S LETTER HEAD
8	BIDDER HAS TO SUBMIT A COPY OF THE CERTIFICATE OF RATING BY A RECOGNISED EXTERNAL AGENCY FOR EACH COMPONENT/SOLUTION TO BE PROVIDED AS PART OF THIS RFP	DOCUMENTS TO BE SUBMITTED

9	BOARD RESOLUTION IN FAVOUR OF AUTHORIZED PERSON AND POWER OF ATTORNEY/ AUTHORIZATION LETTER (FROM AUTHORIZED PERSON EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)	DOCUMENTS TO BE SUBMITTED
10	THE BIDDER SHOULD BE A HIGHEST LEVEL PARTNER OF THE OEM FOR SUPPLY AND SUPPORT OF THE EQUIPMENT	DOCUMENTS TO BE SUBMITTED
11	OEM (EITHER BIDDING DIRECTLY OR THROUGH SERVICE PROVIDER AS PER THIS RFP) SHOULD BE LEADER IN GARTNER QUADRANT IN EACH OF LAST 3 YEARS AS ON 31.12.2023 (NOT APPLICABLE FOR MADE IN INDIA PRODUCTS/APPLIANCE).	DOCUMENTS TO BE SUBMITTED
12	THE BIDDER SHOULD HAVE OFFICE IN CHENNAI/MUMBAI.	DOCUMENTS TO BE SUBMITTED ON BIDDERS LETTER HEAD
13	TECHNICAL AND FUNCTIONAL SPECIFICATIONS	Annexure I of RFP
14	BIDDER(S) INFORMATION	Annexure II of RFP
15	SERVICE LEVEL AGREEMENT (SLA)	Annexure III of RFP
16	COMPLIANCE CERTIFICATE	Annexure IV of RFP
17	PERFORMANCE CERTIFICATE	Annexure V of RFP
18	UNDERTAKING FOR NON- BLACKLISTED	Annexure VI of RFP
19	MANUFACTURER'S (OEM) AUTHORISATION FORM	Annexure VII of RFP
20	UNDERTAKING FOR BEING THE OEM OF OFFERED DEVICES OF 250 L1 RD COMPLIANT FINGERPRINT BIOMETRIC DEVICES	Annexure VIII of RFP
21	FORMAT FOR BID SECURITY BANK GUARANTEE	Annexure IX of RFP
22	FORMAT FOR PERFORMANCE BANK GUARANTEE	Annexure X of RFP
23	NON DISCLOSURE AGREEMENT	Annexure XI of RFP
24	UNDERTAKING OF INFORMATION SECURITY FROM THE BIDDER(S)	Annexure XII of RFP
25	ESCALATION MATRIX (BIDDER(S))	Annexure XIII of RFP
26	COMMERCIAL BILL OF MATERIAL	Annexure XIV of RFP
27	CHECKLIST FOR DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID	Annexure XV of RFP