



**REQUEST FOR PROPOSAL (RFP)**

**FOR ANNUAL MAINTENANCE OF COMPUTER HARDWARE, PRINTERS AND SCANNERS, AT ALL THE BRANCHES AND OFFICES OF KERALA GRAMIN BANK ACROSS KERALA FOR THE PERIOD 01-08-2022 TO 31-07-2023.**

**Ref: RFP Number : KGB/ITW/RFP 01/HWAMC/2022-23 Dated 28-06-2022**

**Address for communication**

**General Manager (IT WING)  
Kerala Gramin Bank  
Head Office: IT Wing, KGB Tower,  
A K Road, Malappuram, Kerala – 676 505**

**Schedule of Events:**

SI No	Particulars	Remarks
1	Contact details of issuing department. (Designation, Contact No., Email address for sending any kind of correspondence regarding this RFP)	THE GENERAL MANAGER IT WING, KERALA GRAMIN BANK HEAD OFFICE AK ROAD, MALAPPURAM 676505 0483-2730179,9400999994  E-MAIL: <a href="mailto:itwing.kgb@keralagbank.com">itwing.kgb@keralagbank.com</a>
2	Bid Document Availability including changes/ amendments, if any, to be issued	Bidding document can be downloaded from Bank's website <a href="http://www.keralagbank.com">www.keralagbank.com</a> from 29/06/2022 onwards.
3	Last date for requesting pre-bid clarification	07/07/2022 3.00 P.M. All communications regarding points/queries requiring clarifications shall be given through email to <a href="mailto:itwing.kgb@keralagbank.com">itwing.kgb@keralagbank.com</a>
4	Pre - bid Meeting	Online on 08/07/2022 at 3.00 P.M. The link will be shared in our website under <i>Tenders</i> .
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 09/07/2022 (through Website only)
6	Last date and time for Technical & Commercial Bid submission	On 16/07/2022 up to 3:00 PM
7	Address for submission of Bids	General Manager IT Wing, 1 <sup>st</sup> Floor Kerala Gramin Bank Head Office KGB Towers AK Road Malappuram 676505
8	Date and Time of opening of Technical Bids	16/07/2022, 3:30 PM at Bank's Head Office. Authorized representatives of Bidders may remain present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.
9	Opening of Commercial Bid of technically shortlisted vendors	18/07/2022 (Tentative date) at 3:30 PM (In the presence of representatives of Bidders, whoever desire to be present on the occasion)

10	<b>Tender Fee (Non-refundable)</b>	The bidders should pay the Tender Fee of <b>₹2500.00</b> (Rupees Two Thousand five Hundred Only) for tender document by means of DD drawn on any-scheduled commercial bank for the above-mentioned amount in favour of Kerala Gramin Bank, payable at Malappuram and submit the same as mentioned above.
11	Bank Guarantee/Security Deposit (Appendix D)	<b>3% of the Total Contract Value have to be submitted as security deposit as Bank Guarantee ( Appendix D)</b>

Any amendments, modifications, Pre-bid replies & any communication etc. will be uploaded in the Bank's website only (i.e., <https://www.keralagrbank.com/tenders/> ). No individual communication will be sent to the individual bidders.

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## 1. **INVITATION TO BID:**

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

This Request for Proposal (RFP) has been issued by **the Bank** on behalf of IT Purchase Committee for Tender for Annual Maintenance Contract for computer hardware, printers and Scanners installed at various Branches/Offices of Kerala Gramin Bank, within the geographical area throughout the State of Kerala.

In order to meet the service requirements, the Bank proposes to invite Bids from Vendors only as per details/scope of work mentioned in this RFP.

- i. Bidder shall mean any entity (i.e. juristic person) who is willing to provide the Services as required in this RFP. The Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- ii. Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- iii. The purpose of Kerala Gramin Bank behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.
- iv. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- v. The Bidders are advised to go through the entire RFP before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Services for Kerala Gramin Bank are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide Kerala Gramin Bank the proposed **Services** adhering to Bank's requirements outlined in this RFP.
- vi. The Bidding Document may be obtained/downloaded from Bank's Website [keralagbank](http://keralagbank.com) and the bid should be submitted as per Schedule of Events to the office of :

General Manager  
IT Wing, 1<sup>st</sup> Floor  
Kerala Gramin Bank Head Office  
KGB Towers, AK Road,  
Malappuram - 676505

- vii. Bank reserves the right to change the dates mentioned in this RFP document, which will be published in Bank's website.

## 2. **DISCLAIMER:**

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of Kerala Gramin Bank, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by Kerala Gramin Bank , but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Kerala Gramin Bank with the selected bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders

without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

### 3. **DEFINITIONS:**

In this connection, the following terms shall be interpreted as indicated below:

- i. **"The Bank"** means the Kerala Gramin Bank (including Administrative Offices and Branch Offices)
- ii. **"Bidder"** means an empaneled vendor submitting the Bid in response to this RFP.
- iii. **"Bid"** means the written reply or submission of response to this RFP.
- iv. **"The Contract"** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Total Contract Price"** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest as per Commercial Proposal) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **"Services"** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, and other obligation of Service Provider covered under this RFP.
- viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software.

### 4. **SCOPE OF WORK:**

Annual Maintenance Contract of Computer Hardware, Printers and Scanners and other peripherals etc. installed at all the Branches/Offices throughout the State. The total branches are clustered under 10 Regional Offices with number of branches as follows:



1. RO Trivandrum	71
2. RO Kottayam	72
3. RO Ernakulam	60
4. RO Thrissur	70
5. RO Malappuram	69
6. RO Kozhikode	63
7. RO Kalpetta	59
8. RO Thalassery	59
9. RO Kannur	53
10. RO Kasaragod	58

- i. Each Region will include all the branches/offices under it. All branches/offices which are not a part of the ROs, like Recovery hubs, Customer Care Centre, Help Desks, Digital Banking Service and Training Centers etc. will fall under the AMC ambit of the respective RO for AMC services, where they are geographically located.
- ii. HO unit would include all offices housed in HO building.
- iii. Though bidding will take place for the above 10 clusters, SLA will be signed at the headquarters level only.
- iv. Hardware includes all Computer hardware Printers and Scanners. The indicative number of items to be serviced under the AMC are furnished in Annexure II (part B). The detailed asset list will be provided to the Successful Bidder along with the Purchase Order. The asset list will be reviewed every quarter and the modified list, with additions/deletions, if any, will be communicated to the Vendor before the beginning of the respective quarter.
- v. To provide all necessary service & support including replacement of faulty parts (not chargeable) wherever required for smooth operation of Branches as per **Annexure - IV**

## **5. ELIGIBILITY AND TECHNICAL CRITERIA:**

- i. Bid is open to vendors only who are meeting the Eligibility Criterion mentioned in **Annexure I** and are ready to provide the services as per the technical criteria given in **Annexure II** of this document.

## **6. COST OF BID DOCUMENT:**

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

## **7. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:**

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-G** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be published in Bank's website.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

## **8. CONTENTS OF BID DOCUMENT:**

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents

relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Biddocument may lead to non-consideration of the proposal.

## **9. TENDER FEE:**

- i. Bid document can be downloaded from Bank's website <https://www.keralagbank.com/tenders/>. In that event, the bidders should pay the Tender Fee amount (Non Refundable) as mentioned in the Bid Schedule towards tender document by means of DD drawn on any scheduled Commercial Bank in favour of Kerala Gramin Bank, payable at Malappuram.
- ii. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Bank will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the Bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.
- iii. Any Bid not accompanied by Tender fee for the specified amount as mentioned in this RFP will be rejected as non-responsive.

## **10. BID PREPARATION AND SUBMISSION:**

- i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as **'Technical Proposal for providing of Annual Maintenance Contract of Computer Hardware , Printers and Scanners for KERALA GRAMIN BANK in response to the RFP No. KGB/ITW/RFP01/HWAMC/2022-23 Dated 29-06-2022.** This envelope should contain following documents and properly sealed:
- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
  - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
  - (c) Tender Fee amount is to be submitted in form of DD. Original DD should be enclosed.
  - (d) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- ii. A second sealed envelope prominently marked as **Commercial Bid for providing of Annual Maintenance Contract of Computer Hardware , Printers and Scanners for KERALA GRAMIN BANK in response to**

**the RFP No. KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022.**

This envelope should contain only the Commercial Bid strictly as per **Appendix-C**.

**iii. Bidders may please note:**

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to supply.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section / lot in a separate envelope.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Price Bid) is received.
- (f) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (g) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (h) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (i) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (j) All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- (k) Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.
- (l) The Bid document shall be spirally bound.
- (m) The Bank reserves the right to reject Bids not conforming to above.
- (n) The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- (o) All the envelopes shall be addressed to the Bank and deliver at the address given in Schedule of Events of this RFP and should have name and address

of the Bidder on the cover.

- (p) If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

#### **11. DEADLINE FOR SUBMISSION OF BIDS:**

- i. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- ii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- iii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- iv. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

#### **12. WITHDRAWAL OF BIDS:**

- i. The Bidder may withdraw its Bid after the Bids submission and before the deadline for submission of Bid, provided a withdrawal notice be sent by the authorized representatives of the Bidder through email, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- ii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP.
- iii. Withdrawn Bids, if any, will be returned unopened to the Bidders.

#### **13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN THE COMMERCIAL PROPOSAL**

- i. Bid shall remain valid for a duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in the Commercial Bid shall remain valid for a duration of 6 calendar months (for the purpose of placing the order) from the date of Commercial Bid.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not demand for Tender Fee again. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any

account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

#### **14. BID INTEGRITY:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

#### **15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:**

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for Coercial Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

## **16. TECHNICAL EVALUATION:**

- i. Only those Bidders and Bids which have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. The Bids which do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- ii. The Bank reserves the right to evaluate the bids on technical & functional parameters.
- iii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

## **17. EVALUATION OF PRICE BIDS AND FINALIZATION:**

- i. The envelope containing the price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the technical evaluation process are eligible for opening their commercial proposals.
- iii. The Bidder, quoting the lowest total price, will be selected as the L1.

## **18. CONTACTING THE BANK:**

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

## **19. AWARD CRITERIA AND AWARD OF CONTRACT:**

- i. The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.
- ii. In the event of a single vendor attaining the status of L-1 vendor the Bank with a view to spreading its dependence on more vendors may exercise the option of distributing the Purchase Order to L-2 and/ or L-3 vendors etc. provided they match the prices with that of the L-1 vendor. Distribution of purchase order will be as per **Annexure VI**
- iii. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank **within 7**



**working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

- iv. The successful Bidder will have to submit with SLA (Service Level Agreement) Non-disclosure Agreement, Bank Guarantee/Security Deposit for the amount and validity as desired in this RFP and strictly on the lines of format given in the appendices of this RFP together with acceptance of all terms and conditions of RFP.
- v. Copy of board resolution and/or power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vi. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- vii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder. However, RFP conditions governing the contract will be valid during the currency of the contract.
- viii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award of contract.
- x. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder. The Tender Fee of each unsuccessful Bidders will not be discharged or returned.
- xi. AMC will be valid for 12 months from the date of commencement. However, the same shall be subject to renewal on the same rates and terms & conditions provided the service support is found satisfactory. The rates shall be valid for 2 years in case of renewal, if mutually agreed by Bank & Vendor. The AMC shall commence immediately as per the letter of allotment of Cluster.

## **20. POWERS TO VARY OR OMIT WORK:**

- i. No alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with



reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost.

**21. WAIVER OF RIGHTS:**

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

**22. CONTRACT AMENDMENT:**

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

**23. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

**24. BANK GUARANTEE:**

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-D** is to be submitted by the finally selected Bidder(s). The BG has to be issued by a Scheduled Commercial Bank other than Kerala Gramin Bank and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected.
- ii. The Bank Guarantee is required to protect interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms

and conditions of the RFP, which may warrant invoking of Bank Guarantee.

## **25. SERVICES & PAYMENT:**

- i. Bank will not be responsible for any violation of statutory obligations applicable to the vendor as an employer.
- ii. The Vendor would be responsible for the qualification of the candidate employed by him for the Support Service of the Bank (E.g. Qualification /Experience/and other personal information) like Know Your Employee etc.
- iii. The Vendor would be responsible for the overall technical support of the area in which the support service team employed by him is working.
- iv. The support service team would have proven expertise in rendering support services in similar capacity.
- v. The support service team would be qualified as a B.E. / B. Tech / BCA / BSc (IT) or Diploma holder from a reputed university.
- vi. Vendor have to comply all the Labour / Service / Local Employment bodies laws to fixing the remuneration to Service Engineers. Bank will not be responsible for any dispute between the staff and organization in this regard.
- vii. The Head of support service Engineers in each cluster should have a minimum of 5 years' experience in Hardware AMC support.
- viii. **The support service team shall be dedicated for Kerala Gramin Bank only** and shall report to and operate from a designated Kerala Gramin Bank branch/office only. The name, qualification and experience of the service engineer(s) must be submitted along with the agreement. In case of any new engineer joins during AMC, the above details will be immediately furnished to the Bank.
- ix. In case of AMC of Head Office, the vendor shall arrange for Two engineer per 150 nodes with minimum number of one resident engineers and one team leader to coordinate all the complaint calls received from branches /offices , as per qualification/experience applicable.
- x. One Service Engineer will be provided for maximum 10 Branches (to cover maximum of 150 desktops). Location of stationing of engineer will be decided in consultation with concerned Administrative Office. However, in case of multiple offices situated in the same premises, any individual office with up to 150 workstations one resident engineer should be placed. If the number of workstations crosses 150 per office another engineer must be deployed.
- xi. Vendor will have the right to change Service engineer(s) deputed in a cluster. Any such change will be intimated to the Bank and make suitable arrangement.
- xii. The Vendor shall be liable to replace the engineer immediately if the Bank is not satisfied with his/her performance.
- xiii. During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation to keep

the IT setup working in the areas of hardware, software installation/upgradation, preventive maintenance, porting of data, maintenance of spares, maintenance of existing LAN setup including Network Components and helping the users during installation and stabilization of the application software. As most of these activities may have to be carried out during holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personnel from the vendor's side to work (alongwith the technical staff/operating staff from the Bank's side) on these days as well, even though these may be holidays as per their service conditions.

- xiv. Identification/tracing, testing and ferruling/numbering at both ends of Networking/Data cable between main switch in system room and each node, re- punching of RJ-45 Connector (if required), identifications and remounting of I/O's (if required), w.r.t Networking/Data cable from system room and port number at main switch, testing and re-punching of patch cord (if required) at branches where no intermediate switch is in use. The Vendor must troubleshoot the passive networking components viz LAN cables, I/O Ports, Jack Panels, Patch Chords etc. Loose connections/tracing/support etc to be done by the Vendor. In case of new cabling or replacement of passive components, the bank shall arrange for the same.
- xv. All Resident Engineers should be accessible through telephone/Mobile phone to facilitate prompt communication; non-availability of Engineer on any specific time/day should be conveyed in advance to the branch and alternative arrangements must be worked out.
- xvi. Escalation matrix to be submitted along with the technical bid.
- xvii. Vendor will ensure that all the Engineers deployed by them wear Vendor ID Cards.
- xviii. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated.
- xix. Service Provider shall implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware etc as and when released as per requirements of the Bank.
- xx. Service Provider shall provide maintenance support for hardware/ software/ operating system/ middleware over the entire period of Contract.
- xxi. During the AMC period, Service Provider will have to undertake comprehensive support of the specified hardware. Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), and compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of product or specified hardware/software.
- xxii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- xxiii. The vendor in each cluster shall keep enough spares of essential kits or parts of the equipment. Service Provider will maintain spares as per **Annexure IV**.

The stock of spares will be maintained at Bank location suitably agreed between Bank & Vendor. The spares must be original and as per the standard hardware configuration as approved by the Bank. At the minimum, the under noted quantities will be maintained. A certificate in this regard is to be submitted to the IT Wing of the Bank by 1<sup>st</sup> of every month after physical verification by RO/HO IT team.

- xxiv. The Bank will have the right to verify the stock position of the vendor from time to time. Violations in maintaining the sufficient spares in each cluster will be treated as a serious lapse on the part of the vendor. Any shortage detected at the time of such a surprise check by the Bank will earn a penalty of 1% of the AMC valuable for the relative quarter, at the discretion of the Bank. This is independent of any other penalty.
- xxv. **Preventive maintenance:** The Vendor shall conduct preventive maintenance (including but not limited) to inspection, testing, satisfactory execution of all appliances, replacement of unserviceable parts & necessary repairing of the equipment within the first fifteen days of the commencement of this agreement & once in every subsequent Quarter thereafter. Notwithstanding the foregoing, the Vendor recognizes operational needs & agrees that Kerala Gramin Bank shall have the right to require the Vendor to adjourn preventive maintenance from any scheduled time to a date & time, not later than fifteen working days thereafter. For the purpose of preventive maintenance & other maintenance services, the Vendor shall arrange for services of qualified engineers at the cluster/identified center (one exclusive engineer for every 10 branches/offices or part thereof) for ensuring satisfactory functioning of the equipment. The engineer will be qualified, experienced and dedicated for Kerala Gramin Bank use only and shall report to and operate from a designated Kerala Gramin Bank branch/office only. The vendor will have the right to change the service engineer(s) deputed in a cluster, but any change will be intimated to the Bank well in time and must have the approval of the Bank. AMC service will be provided by the vendor's own engineers and not through dealers/distributors etc. As a precaution, and to minimise the chances of any damage to the equipment because of earthing related issues, the AMC Engineer will check and advise the level of voltage flowing through neutral and earth, as a part of Preventive Maintenance. (Language of the addition to be amended suitably)
- xxvi. During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation, setting up of LAN, NetWare fine tuning and helping the users in installation and stabilization of the application of software. As most of the activities are carried out during holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personals from the vendor's side to work (along with the technical staff, operating staff, from the Bank side) on these days as well as even though these may be holidays as per the service conditions. All the resident engineers should be accessible through telephone/pagers/cellular phone to facilitate prompt communication: non-availability of the engineer on

any specific day should be conveyed in advance to the branch(es) and alternative arrangement worked out.

- xxvii. The Vendor shall correct all faults & failures, due to any reasons, in the equipment & shall repair & replace worn or defective parts of the equipment immediately. In cases where unserviceable parts of the equipment need replacement the Vendor shall replace all such parts at no extra cost to Kerala Gramin Bank with brand new parts or those equivalent to new parts in performance. The Vendor in effecting any such replacement shall not remove the equipment or any part thereof until the Vendor is ready to move in substitute equipment or part or parts to replace it. If the replaced part or parts not one identical in all respects to the part replaced, The Vendor shall inform Kerala Gramin Bank in writing at the time of such replacement. Kerala Gramin Bank in such cases have the right to request the Vendor shall to replace the parts with the original compatible part only & the Vendor shall comply with such request forthwith.
- xxviii. The Vendor shall ensure those faults & failures intimated by Kerala Gramin Bank as above are diagnosed & repaired within 2 hours plus journey time. If the repair work is expected to be prolonged beyond 2 hours plus journey period of downtime, the Vendor shall replace the defective equipment with standby equipment immediately & restore operations.
- xxix. Third Party Maintenance: The Vendor shall not provide AMC Services through Franchisees/sister concerns/Third party vendors. **As per scope of this RFP, sub- contracting is not permitted.**
- xxx. Extension of AMC: The AMC service will be valid for a period of 12 months, which is extendable for a period of 3 months from the date of expiry at the sole discretion of the Bank on the same rates and terms & conditions, provided the service support at all the branches/offices falling under the cluster is found to be satisfactory.
- xxxi. **Payments:**
- a) Payment shall be made in Indian Rupees.
  - b) The AMC charges will be calculated based on the list of hardware submitted by the respective offices/branches at the end of each quarter. The AMC charges will be payable in four quarterly installments, at the end of each quarter within 20 days of submission of all the required documents. Payment will be made by the respective Administrative Office (RO/HO) IT Department, after deducting penalty if any. At the time of submission of the bills, the following certificates from each branch must be submitted.
    - i Satisfactory service report
    - ii Confirmation of preventive maintenance /visit certificate
    - iii Penalty/No Penalty admissible.
  - c) The impact of any increase / decrease in taxes, duties or any other statutory levies shall be borne by the AMC Vendor on both sides of the

change.

- d) Addition and removal of assets will be intimated to the vendor as and when required, Vendor have to made respective changes in bills submitted in that quarter with respect to the number of assets added/removed.

## **26. CHARGES:**

- a) The charges payable by Kerala Gramin Bank to the Vendor for the repair & maintenance services of the equipment described in **Annexure II** of tender documents & unless provided for elsewhere herein, no additional charges shall be claimed by the Vendor.
- b) The Vendor shall submit to Kerala Gramin Bank, the invoices for the payments due in accordance with this agreement. The AMC amount payable annually has been determined for the RO, as indicated below, based on broad category of hardware items irrespective of the actual configurations at each Branches / office in the cluster. Although most of such categories in the configuration are listed in Annexure II of the tender documents for the purpose, more categories may be added, if required necessary.

	RO /HO	Hardware Value (Rs.)	Discovered Rates (% age)	Amount Payable Annually (Rs.)

AMC fee @ ..... of the value of hardware items under Kerala Gramin Bank RO will be paid to the vendor in four equal quarterly installments (after completion of the quarter), subject to penalty clause of this Agreement.

## **27. PENALTIES:**

As mentioned in Annexure III of this RFP.

## **28. RIGHT TO VERIFICATION:**

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

## **29. SUBCONTRACTING:**

As per scope of this RFP, sub-contracting is not permitted.

## **30. VALIDITY OF AGREEMENT:**

The Agreement/ SLA will be valid for the period of 12 months, which is extendable for a period of 3 months from the date of expiry at the sole

discretion of the Bank. The Bank reserves the right to terminate the Agreement pre-maturely as per the terms of RFP/ Agreement.

### **31. LIMITATION OF LIABILITY:**

- i. The maximum aggregate liability of Service Provider, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
  - (a) claims that are the subject of indemnification pursuant to infringement of third- party Intellectual Property Right;
  - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
  - (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 31(iii)(b) **"Gross Negligence" means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

**"Willful Misconduct" means** any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

### **32. CONFIDENTIALITY:**

Confidentiality obligation shall be as per Non-disclosure agreement. The Service Provider acknowledges that all materials & information which has or



will come into its possession or knowledge in connection with this agreement or the performance hereof consists of Confidential & proprietary data whose disclosure to or used by third parties will be damaging or cause loss to KERALA GRAMIN BANK. The Vendor agrees to hold such materials & information's in strictest confidence, not to make use thereof other than for the performance of this agreement to release it only to employees requiring such information & not to release or disclose it to any other party. The Vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use & non-disclosure of confidential information under this agreement can be fully satisfied.

### **33. DELAY IN SERVICE PROVIDER'S PERFORMANCE:**

- i. Services shall be made by Service Provider within the timelines prescribed in this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

### **34. SERVICE PROVIDER'S OBLIGATIONS:**

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel and will hold itself responsible for any misdeemeanors.
- v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not



reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-F** of this RFP.

**35. CONFLICT OF INTEREST:**

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
  - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
  - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

### **36. CODE OF INTEGRITY:**

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/ fraudulent/ coercive/ undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) **"corrupt practice"** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (b) **"Fraudulent practice"** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- (c) **"Coercive practice"** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (d) **"Anti-competitive practice"** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **"Obstructive practice"** means materially impede the Bank's or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information.

### **37. TERMINATION FOR DEFAULT:**

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
  - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
  - (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
  - (c) Violations of any terms and conditions stipulated in the RFP;
  - (d) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under clause 37 (i) (a) to 37 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank

shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

### **38. FORCE MAJEURE:**

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

#### **39. TERMINATION FOR INSOLVENCY:**

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

#### **40. TERMINATION FOR CONVENIENCE:**

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience.
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

**41. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall besettled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (KERALA GRAMIN BANK or Service Provider), give written notice to other party clearly setting outthere in specific dispute(s) and/or difference(s) and shall be referred to a solearbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordancewith Arbitration and Conciliation Act 1996 and any amendment thereto. Any appealwill be subject to the exclusive jurisdiction of courts at Malappuram.
- ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Malappuram, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

**42. GOVERNING LANGUAGE:**

The governing language shall be English.

**43. APPLICABLE LAW:**

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Malappuram.

**44. TAXES AND DUTIES:**

- i. Service Provider shall be liable to pay all corporate taxes and income tax that

shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.

- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc.
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same.
- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider.

#### **45. TAX DEDUCTION AT SOURCE:**

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.
- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

#### **46. NOTICES:**

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective



date whichever is later.

**47. OTHER TERMS & CONDITINS: (Selected Bidders Obligations)**

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- v. The selected bidder(s) shall be responsible for compliance with all laws, rules, regulation, orders, notifications and directions applicable in respect of its personnel including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonus Act 1965, the Minimum Wages Act 1948, the Employees Provident Fund Act 1952 and the Workmen Compensation Act 1923 and shall maintain proper records, including but not limited to, accounting records required under applicable laws or any code or practice or Corporate Policy.
- vi. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-F** of this RFP.

**ASST.GENERAL MANAGER**



**Annexure I****Eligibility Criteria Declaration**

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

**SUB: FOR ANNUAL MAINTENANCE OF COMPUTER HARDWARE, PRINTERS AND SCANNERS, AT ALL THE BRANCHES AND OFFICES OF KERALA GRAMIN BANK ACROSS KERALA FOR THE PERIOD 01-08-2022 TO 31-07-2023**

**Ref: RFP Number : KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022**

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

	SL No	Eligibility Criteria	Documents to be submitted with Part A-Conformity to Eligibility Criteria	Bidder's Response and Documents Submitted
<b>CONSTITUTION</b>	<b>a)</b>	The Bidder should be a Partnership Firm registered under LLP Act, 2008/Indian Partnership Act, 1932 OR Company in India as per Indian Companies Act, 1956 or Indian Companies Act 2013 and should have been in operation for at least last 3 years.	Copy of Certificate of LLP registration (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company OR Certificate of incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
<b>OEM</b>	<b>b)</b>	The Bidder should have at least three years of experience in Providing AMC solution of proposed Computers, Printers, and Scanners to any Central Government/State Government/ Public Sector Organization/Scheduled Commercial Banks in India	Bidder have to submit Satisfactory service report from Banks along with the contract details (Purchase Order copy).	
<b>FINANCIALS</b>	<b>c)</b>	The Turnover of the Bidder should be minimum ₹50 Lakhs each year during last 3 years (i.e. 2019-20, 2020-21 and 2021-22). The turnover must be individual company's Turnover and not that of any group of companies.	<b>i)</b> Audited Balance Sheet for last 2 Years (i.e. 2019-20 and 2020-21); <b>ii)</b> Audited/Provisional Balance sheet for the year 2021-22; <b>ii)</b> The documents certified by Chartered Accounts should mandatorily contain Unique Document Identification Number.	

	<b>d)</b>	The Bidder should have Positive Net Worth as on 31/03/2021.	The Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accounts should mandatorily contain Unique Document Identification Number. (In case audited Financial statements for the FY 2021-22 is ready, networth certificate should be submitted as on 31-03-2022)	
<b>BIDDER EXPERIENCE</b>	<b>e)</b>	The Bidder should have registered Office in Kerala State.	Necessary Registration Certificate.	
	<b>f)</b>	The Bidder should have their own Service /Support Office in all location of Regional office of the Bank as mentioned in Appendix-H of the RFP.	The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc as per Appendix-H. In Case Bidder is not having Service /Support Office at Head Office /Regional Office location, Bidder has to provide an undertaking that they will set up the support at Head Office/Regional office as per RFP terms. Bidder also has to provide the contact details as per Appendix-H.	
	<b>g)</b>	The Bidder should have their own of franchises 'Service /Support Office in all Regional Office locations of the Bank as mentioned in Appendix-H of the RFP.	The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc. as per Appendix-H terms.	
<b>BIDDER EXPERIENCE</b>	<b>h)</b>	Bidder should have ISO 9001/14001/18001 or any latest ISO Certificate viz ISO 27001:2005 ISO 20000-1:2005 ISO 9001:2008.	Copy of latest and valid certificate to be submitted	
	<b>i)</b>	The bidder should have AMC with Central Government/State Government/ Public Sector Organization/Scheduled Commercial Banks in India for a minimum 500 Nos in each assets including Computers, Passbook Printers, Laser Printers, Dot Matrix Printers and Scanners during last 3 years from 01/04/2019 to 31/03/2022	Purchase Order Copies / Letters duly mentioning quantity of the Computers, Passbook Printers, Laser Printers, Dot Matrix Printers and Scanners from the Customers to this effect have to be enclosed.	

<b>DECLARATION</b>	<b>j)</b>	The Bidder should not be a blacklisted / debarred company as on the date of submission of RFP by any Government Department/Financial Institution/ Public Sector Units/Scheduled Commercial Bank in India	Bidder should submit Self Declaration to this effect in Letter Head.	
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We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence I certificates confirming compliance to Eligibility Criteria should be part of Eligibility bid.

**Date:**

**Signature with seal:**

**Name :**

**Designation :**

**Annexure II****A. GENERAL CONFIGURATION OF HARDWARE ITEMS AT BRANCHES/OFFICES OF KERALA GRAMIN BANK**

<b>S. No</b>	<b>ITEM</b>
1.	<b>Wipro Super Genius Desktop Computer</b>  <b>Hardware:</b> INTEL <b>Processor:</b> Intel Core2 Duo Processor <b>Hard Disk</b> 500/320 GBSATAHDD at least 7200 RPM or higher <b>Memory</b> 2GB, DDR3- 1600MHz RMA with minimum 2 DIMM slots <b>Monitor</b> 18.5" TFT Color Monitor Keyboard 104 keys normal Keyboard, Mouse Optical Scroll Mouse <b>Network Card</b> 10/100/1000 MBPS Network Interface Card <b>Ports</b> 1 SERIAL,1 PARALLEL, 4 USB PORTS Operating System Windows 7 Professional 32/64 bit
2	<b>LENOVO DESKTOP PC</b> INTEL COREI3 PROCESSOR,2GB RAM DDR3,500GB HDD,18 PIN SMPS,18.5" MONITOR,USB KEYBOARD AND MOUSE, WINDOWS 8 PROFFESIONAL DOWN GRADED TO WINDOWS 7 32 BIT
3.	<b>Acer Veriton M200-H61</b> INTEL CORE i3-3240T CPU @2.90GHz,2.90GHz, INTEL H61 MB,4GB RAM,500GB HDD, WINDOWS 8 PROFESSIONAL ( DOWNGRADED TO WINDOWS 7 32 BIT OS),USB KEYBOARD AND MOUSE, 19.5" DISPLAY
4	<b>HP PRO ONE 400 G1 AiO BUSINESS PC</b> INTEL CORE i3-4130T CPU@2.9GHz 2.9GHz, 4GB RAM,500 GB HDD, WINDOWS 8 PROFESSIONAL ( DOWNGRADED TO WINDOWS 7 32 BIT OS), DISPLAY 19.5", USB KEYBOARD AND USB MOUSE
5	<b>HP PRO ONE 400 G2 AiO BUSINESS PC</b> INTEL ® CORE i3-6100 CPU@3.2 GHz,3.2GHz,4GB RAM,500 GB HDD,OS WINDOWS 10 PROFESSIONAL DOWNGRADED TO 32 BIT WINDOWS 7 OS , 20" NON TOUCH MONITOR,USB KEYBOARD AND MOUSE

**List of Printers and Scanners**

<b>S. No</b>	<b>ITEM</b>	<b>SPECIFICATIONS</b>
1	High Speed Dot Matrix Printer LIPI 2250/EPSON DLQ3500	136 Col: 24 Pin, 475cps or higher @ 10cpi Draft, Serial / Parallel / USB Interface (any two),64KB Buffer or higher, 1+5 Copies
2	Dot Matrix Printer TVS MSP 255	24 pins,250cps or higher, BOCol:24Pin, 225cps or higher@ 10cpiDraft, 80 Column 66 or above, Print head life: higher, Ribbon Life: 3 150 million strokes.
3	Passbook Printer EPSON PLQ20/OLIVETTY PR2+/TVS SPEED 40+	24 Pin, 94 COLUMN,24 NEEDLES, 300 cps or higher Draft, Ports: Parallel / Serial / USB(any two), Ribbon Life: 3 million characters, Print Head Life : 400 million dots, Horizontal & Vertical Type.

4	Network LaserJet Printer - CANON 6680	A4 SIZE,33PPM,1200X1200 DPI,USB 2.0,BUILT IN 768 MB RAM,GIGABIT NETWORK, AUTOMATIC DUPLEX PRINTING,FPOT 7 SEC,PCL5e/6UFRII,PAPER INPUT MAINTRAY 250 SHEETS,MULTI-PURPOSE TRAY 50 SHEETS,OUTPUT TRAY 150 SHEETS,5 LINE LCD, MONTHLY DUTY CYCLE 50000 PAGES
5	Network LaserJet Printer – HP 2055 DN	A4 SIZE,35 PPM,FPOT 8 SEC,128 MB MEMORY,AUTOMATIC DUPLEX PRINTING,250 SHEETS INPUT TRAY,50 SHEET MULTI-PURPOSE TRAY10/100 ETHERNET/FAST ETHERNET NETWORKING,1200X1200 DPI,PCL5C,PCL56, MONTHLY DUTY CYCLE 50000 PAGES,USB 2.0,2 LINE BACKLIT LCD DISPLAY
6	Network LaserJet Printer – HP 403 DN	A4 SIZE,38 PPM, HP FastRes 1200, HP ProRes 1200, 600 dpi, 1 Hi-Speed USB 2.0; 1 Host USB; 1 Gigabit Ethernet 10/100/1000T network, built-in Gigabit Ethernet, BUILT IN 128 MB RAM,GIGABIT NETWORK, AUTOMATIC DUPLEX PRINTING,FPOT 5.7 SEC, HP PCL 5, HP PCL 6, HP postscript level 3 emulation, direct PDF (v 1.7) printing, URF, PCLM, PWG, 100-sheet multipurpose Tray 1, 250-sheet input Tray 2, 150-sheet output bin, 2-line backlit LCD graphic display, MONTHLY DUTY CYCLE 80000 PAGES
7	Flat Bed Scanner: Canon	CIS,OPTICAL RESOLUTION 2400X4800DPI, HI SPEED USB 2.0,A4/LETTER(8.5"X11.7"/216X297mm),4 BUTTONS(PDF,AUTO SCAN,COPY,SEND)
8	Flat Bed Scanner: HP SCANJET 2410	SCANNING ELEMENT CHARGED COUPLED DEVICE,USB1.0,,RESOLUTION 1200X1200 DPI,
9	Flat Bed Scanner: HP SCANJET 200	SCANNING ELEMENT CHARGED COUPLED DEVICE ,USB 2.0,2400X4800 DPI,A4/LETTER
10	Flat Bed Scanner: EPSON V39	FLATBED COLOR IMAGE SCANNER,4800X4800 DPI,48 BIT INPUT,8 BIT INPUT(COLOR),16 BIT INPUT,1 BIT OUTPUT(BW),USB2.0

**B. REGIONAL-WISE INDICATIVE ASSET DETAILS**

Sl. No	ASSET TYPE	ASSET DETAILS	RO KSD	RO KNR	RO TLY	RO KPT	RO KKD	RO MPM	RO TSR	RO EKM	RO KTM	RO TVM	HO	TOTAL
1	PC	ACER ALL IN ONE PC veriton	87	90	41	6	0	6	3	37	20	2	10	302
2		HP ALL IN ONE PC PRO ONE 400 G1,G2	20	22	41	49	13	14	53	120	56	73	37	498
3														
4	LASER PRINTER	CANON LASER PRINTER- LBP6680	41	42	42	51	55	46	46	48	26	38	3	438
5		BROTHER Laser Printer	2	1	2	0	3	4	1	0	1	0	12	26
6		HP Laser Printer 2055DN,403DN	5	11	3	6	3	1	13	11	4	3	11	77
7														
8		SAMSUNG LASER PRINTER	3	1	0	3	0	3	10	4	5	4	4	37
9	PASSBOOK PRINTER	EPSON PASSBOOK PRINTER- PLQ20	41	44	39	33	31	26	59	38	28	23	1	363
10		OLIVETTI PASSBOOK PRINTER	2	0	2	2	6	4	2	7	7	4	0	36
11		PRINTER TVS SPEED 40 PLUS	8	10	1	2	0	2	0	5	0	0	0	28
12	DOT MATRIX	EPSON DLQ 3500 DMP	7	6	3	10	7	5	8	10	1	7	0	64
13		LIPI 2250 -DMP	11	7	1	0	0	2	3	0	0	0	0	24
14		TVS MSP 255 DMP	15	11	6	4	1	3	14	4	23	10	0	91
15	SCANNER	CANON SCANNER	53	50	30	11	4	3	3	36	17	8	0	215
16		HP SCANNER	6	4	16	25	33	21	23	17	15	21	2	183
17		Scanner-EPSON v39	11	14	12	10	15	13	18	15	10	10	2	130

Important: The above numbers are only indicative. The detailed asset list will be provided to the Successful Bidder along with the Purchase Order. The asset list will be reviewed every quarter and the modified list, with additions/deletions, if any, will be communicated to the Vendor before the beginning of the respective quarter.

### **Annexure - III**

#### **Other Terms and Penalties**

1. AMC would be on-site and comprehensive in nature. Vendor will provide support for operating systems and other preinstalled software components during AMC period of the hardware on which these software & operating system will be installed. Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
2. During the term of the Contract, Vendor will maintain the hardware in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - (a) Professionally qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.
  - (b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours  
i.e. from 8.00 A.M. to 8.00 P.M. on all working days (which may extend in case of exigencies). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose, the Vendor shall keep sufficient stock of spares at its premises.
3. The vendor shall resolve any complaint and failures in the equipment and shall repair and replace worn out or defective parts of the equipment immediately. The vendor shall ensure that faults and failures intimated by KERALA GRAMIN BANK are diagnosed and repaired within 2 hours plus journey time, if any. If the repair work is expected to prolong beyond 2 hours to down time, the vendor shall replace the defective equipment with stand-by within 24 hours and restore operations. Time taken for resolution of complaints can be relaxed in exceptional circumstance in case of branches situated in hilly areas.
4. A minimum uptime of 99% will have to be ensured at all times for items viz. servers, pass books printer and 95% in respect of nodes etc. The total downtime at a branch will be calculated as the period an item was not working.
5. The copy of call sheets provided by the service engineer(s) to the Branch will form the basis for calculating the total downtime. The call will be treated as closed after final resolution of the problem and confirmation thereof by the Branch. Down time shall start from the time of intimation by the Branch/Office by phone or email or escalation portal up to the time call sheet is provided by the service engineer.

6. Down time (beyond the levels) defined because of delayed sourcing of spares and/or lapses will attract penalties.
7. The undernoted penalties are prescribed for various non- performance/deviation (beyond 8 hours plus journey time).

**i. Downtime Penalty for Desktop PC & All-in-One Desktop PC**

Sr. No.	Period for delay	Amount in rupees
1	Up to 24 Hours	500
2	Thereafter penalty up to 3 days (per day)	750
3	Penalty beyond 3 days (per day)	1500

**ii. Downtime Penalty for All Types of Printers & Scanner**

Sr. No.	Period for delay	Amount in rupees
1	Up to 24 Hours	500
2	Thereafter penalty up to 3 days (per day)	750
3	Penalty beyond 3 days (per day)	1500

**iii. Downtime of Other Hardware/ Peripherals/ upgradation of software etc.**

Sr. No.	Period for delay	Amount in rupees
1	Up to 2 Hour	Nil
2	Up to 4 Hours	500
3	Up to 8 Hours	1000
4	Thereafter penalty up to 3 days (per day)	1000
5	Penalty beyond 3 days (per day)	3000

8. For any other deviations of terms & conditions not included in (i), (ii) & (iii) above:
  - a) Rs. 5,000/- per instance
  - b) Rs. 15,000/- if the same instance is repeated
9. However, if the down time is due to Force Majeure and the Bank is satisfied for the same, the penalty may not be applicable at the discretion of the Bank.
10. The time of delay/default for determination of penalty will be calculated from the time of lodgment of complaint at the dedicated toll-free number/e-mail provided by the AMC vendor for the purpose, or from the copy of the call sheet duly signed by the Branch officials.



11. The normal journey time of maximum 1 hour in plain areas and 2 hours in hilly terrain will be allowed.
12. The penalty will be recovered at Administrative Office/RO/HO level based on the recommendations of Branch Manager.
13. Any decision regarding remission or any other issue relating to penalty will be taken up and decided by the respective RO/ HO Malappuram.
14. If the delay in repair/maintenance/upgradation is more than 4 hours plus journey time and the same is attributable to the vendor/his representative, the Bank may hire the services of bonafide third party to ensure continuity of Business. Charges/expenditure so incurred will be recovered from the AMC vendor. Proportionate applicable AMC charges will also not be paid. However, Bank will intimate to the vendor of its intentions of hiring third party. The cost so incurred will be recovered from Vendor.

**The penalty cap that can be imposed on Vendor under this Agreement will be 20% maximum of the total AMC value. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.**

15. **Preventive maintenance:** Vendor shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once in a quarter during the currency of the Contract.
16. Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
17. Vendor shall provide replacement equipment if any equipment is out of the premises for repairs.
18. Any worn or defective parts withdrawn from the equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank. Notwithstanding anything contained contrary, **if any hard disk or storage device is required to be replaced/repared, the same shall not be handed over to vendor and same will continue to remain in possession of the Bank.**
19. Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.
20. Future additions of Hardware / Software:
  - (a) The Bank would have the right to:
    - i. Shift supplied systems to an alternative site of its choice.
    - ii. Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
    - iii. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Vendor, or third party, or developed in-house.

**Annexure - IV**

**REPLACEMENT OF HARDWARE ITEMS UNDER THE SCOPE OF AMC & LIST OF SPARE PARTS TO BE MAINTAINED BY THE VENDOR**

Hardware Spares requirement		Quantity
Sr.	Part Description	
1	KEYBOARD	5 for each RO
2	MOUSE	5 each RO
3	SMPS DESKTOP	3 for every RO
5	MOTHERBOARD for DESKTOP/AIO PC	1 per RO for each type
6	HARDDISK DESKTOP (Min 500 GB)	3 per RO
7	RAM for DESKTOP/AIO PC	1 each per RO, for each type
8	Lan Card PCI and PCI Express	3 for every RO
9	USB Card /Input Output card	1 per RO
16	<b>LASER PRINTER Complete- MFP</b>	1 per RO
17	LOGIC CARD CANON LBP 6680 / HP 403 DN /HP 2055DN	1 of each Model (1+1+1) for every RO
18	POWER SUPPLY Laser Printer above models	1 of each Model (1+1+1) for every RO
19	TEFLON CANON LBP 6680 / HP 403 DN /HP 2055DN	5 of each Model (5+5+5) for every RO
20	FUSSER ASSEMBLY CANON LBP 6680 / HP 403 DN /HP 2055DN	1 of each Model (1+1+1) for every RO
21	PRESSURE ROLLER CANON LBP 6680 / HP 403 DN /HP 2055DN	5 of each Model (5+5+5) for every RO
22	PAPER PICKUP RUBBER CANON LBP 6680 / HP 403 DN /HP 2055DN	5 per RO
23	<b>PASSBOOK PRINTER Complete</b>	1 per RO
24	HEAD EPSON PLQ 20 / Olivetti PR2+	1 of each Model (1+1) for every RO
25	HEAD CABLES PLQ 20 / Olivetti PR2+	1 of each Model (1+1) for every RO
26	LOGIC CARD PLQ 20 / Olivetti PR2+	1 of each Model (1+1) for every RO
27	POWER SUPPLY CARD for passbook printer	1 of each Model (1+1) for every RO
28	Mylar STRIP PLQ 20/ OLIVETTI PR2+	10 of each Model (10+10) for every RO
29	Head Wheel	5 for every RO
30	SENSOR FACE PLATE (upper & Lower)	5+5 for every RO
31	TVS MSP 255 Printer head	1 per RO
32	Head EPSON DLQ 3500/LIPI2250	1 per RO
33	Logic Card EPSON DLQ 3500/LIPI2250	1 per RO
34	SMPS EPSON DLQ 3500/LIPI2250	1 per RO
35	RD Assembly PLQ 20	1 for every 20 branches
36	IOI RD Assembly EPSON 300+	1 for every 20 branches
37	IOI ROD Bush	1 for every 20 branches
38	CMOS Battery for desktops	5 per RO
39	CKYC Scanners	2 per AO

**Annexure – V**

**AGE OF ASSETS AND PARTS COVERED & NOT COVERED UNDER THE SCOPE OF AMC**

<b>SL NO</b>	<b>ASSET TYPE</b>	<b>PROCUREMENT YEAR</b>	<b>PARTS COVERED UNDER AMC</b>
1	HP ALL IN ONE PC PRO ONE 400 G2 WITH KEYBOARD & MOUSE	2016	ALL THE PARTS OF CPU & DISPLAY PANEL OF MONITOR. THE FAULTS CAUSED DUE TO PHYSICAL DAMAGES AND OVER VOLTAGE ISSUE WILL NOT COVERED UNDER AMC (RESPECTIVE PROOF HAVE TO BE SUBMIT)
2	CANON LASER PRINTER- LBP6680	2009	ALL THE PARTS INCLUDING FUSER ASSEMBLY SLEEVE USB BOARD EXCEPT CARTRIDGES
3	BROTHER Laser Printer	2009	ALL THE PARTS INCLUDING FUSER ASSEMBLY SLEEVE USB BOARD EXCEPT CARTRIDGES
4	HP Laser Printer 2055DN	2011	ALL THE PARTS INCLUDING FUSER ASSEMBLY SLEEVE USB BOARD EXCEPT CARTRIDGES
5	HP Laser Printer- 403DN	2016	ALL THE PARTS INCLUDING FUSER ASSEMBLY SLEEVE USB BOARD EXCEPT CARTRIDGES
6	SAMSUNG LASER PRINTER	2019	ALL THE PARTS INCLUDING FUSER ASSEMBLY SLEEVE USB BOARD EXCEPT CARTRIDGES
7	EPSON PASSBOOK PRINTER- PLQ20	2011, 2014, 2016, 2017	ALL THE PARTS INCLUDING PRINTER HEAD MYLAR STRIP RD ASSEMBLY GEARS & SENSORS EXCEPT CARTRIDGES
8	OLIVETTI PASSBOOK PRINTER	2011,2014	ALL THE PARTS INCLUDING PRINTER HEAD MYLAR STRIP RD

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			ASSEMBLY GEARS & SENSORS EXCEPT CARTRIDGES
9	PRINTER TVS SPEED 40 PLUS	2011	ALL THE PARTS INCLUDING PRINTER HEAD MYLAR STRIP RD ASSEMBLY GEARS & SENSORS EXCEPT CARTRIDGES
10	EPSON DLQ 3500 DMP	2017	ALL THE PARTS INCLUDING PRINTER HEAD & ALL GEARS EXCEPT CARTRIDGES
11	LIPI 2250 -DMP	2011	ALL THE PARTS INCLUDING PRINTER HEAD & ALL GEARS EXCEPT CARTRIDGES
12	TVS MSP 255 DMP,355,335	2013,2014,2016	ALL THE PARTS INCLUDING PRINTER HEAD & ALL GEARS EXCEPT CARTRIDGES
13	CANON SCANNER	2011,2014,2016,2017	ALL THE PARTS INCLUDING CCD UNIT CCD CABLES AND ALL GEARS
14	HP SCANNER	2011,2016	ALL THE PARTS INCLUDING CCD UNIT CCD CABLES AND ALL GEARS
15	Scanner-EPSON v39	2017	ALL THE PARTS INCLUDING CCD UNIT CCD CABLES AND ALL GEARS

FAULTS CAUSED DUE TO PHYSICAL DAMAGE AND LINE VOLTAGE ISSUE WILL NOT COVER UNDER THE SCOPE OF AMC (NECESSARY PROOF HAVE TO BE SUBMIT WITH CALL REPORT)

**Annexure - VI**

**DISTRIBUTION OF PURCHASE ORDER**

1. The Bidder who has quoted lowest price in the Commercial Bid, will be declared as **L1 Bidder**.
2. The Bidder who has quoted the 2nd lowest price will be declared as **L2 Bidder**.
3. The Bank reserves the right to split the quantities among L1 and L2 vendors for each item in 60:40 or other proportions, provided L2 vendor is willing to match the prices/ rates of the L1 Prices and complying the other terms & condition of the RFP in a fair and transparent manner.
4. However, the splitting of the order or entrusting the entire AMC to a single vendor will be at the sole discretion of the Bank.
5. If at the end of the RFP process, only one Bidder submits their Bid, Bank reserves the right to place the entire order on L1 Bidder only.
6. Bank has the right to cancel the process before awarding any orders at any point of time without assigning any reasons.

**Annexure – VII**

**PURCHASE PREFERENCE**

**1. AMC through Micro & Small Enterprises [MSEs]**

- 1.1 AMC through MSEs will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises from time to time. Following are the conditions applicable as per the Govt. of India guidelines.

This MSEs should have registered with:

- District industries centers or
- Khadi Village industries commission or
- Khadi and Village industries board or
- Coir board or National Small Industries Corporation or
- Directorate of Handicrafts and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises
- MSEs participating in tenders, quoting price within price band of L1 +15% shall also be allowed to service a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE and such MSE shall be allowed to service upto 20% of the total tendered value. In case of more than one such MSE, the SERVICE shall be shared proportionally according to the tendered quantity.
- Bank shall avail minimum 20% of their annual value of goods or services from MSEs
- Special provisions for MSEs owned by SC or ST
- Out of the 20% annual target from MSE, a sub target of 20% (ie 4% out of 20% ) shall be earmarked for AMC from MSE owned by SC or ST entrepreneurs
- MSEs are also exempted from paying Application fee/Cost and EMD
- MSEs should submit the relevant documentary proof for claiming the exemptions
- MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- An MSE unit will not get any purchase preference over any other MSE unit.
- Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.
- MSEs shall have basic required qualification under eligibility criteria specified in the RFP and the above policy will be applicable to those qualifying bidders only.

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- 1.2 The eligible MSEs who intend to match the L1 price (ultimately decided by the Bank) shall indicate the willingness to match the L1 price within 6 working days from the date of communication from the Bank to avail the purchase preference.
- 1.3 The details are available on web site dcmsme.gov.in Interested vendors are requested to go through the same for details.

**Date:**

**Signature with seal:**

**Name :**

**Designation :**

**Appendix A**

**BID FORM (TECHNICAL BID)**

[On Vendor's letter head]

(To be included in Technical Bid Envelope)

Date: \_

To:

General Manager (IT Wing)  
Kerala Gramin Bank  
Head Office, KGB Towers  
AK Road Malappuram  
Kerala 676505

Dear Sir,

REF: KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We have also enclosed our Commercial Bid in a separate envelope, as per the RFP conditions.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- The Prices quoted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The Prices quoted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- The rate quoted in the price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.



- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-E** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- ix. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- x. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xi. We hereby certify that on the date of submission of Bid for this RFP, we are not

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under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.

- xii. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xiii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xiv. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 2022

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_

**Seal of the Vendor.**

**Appendix- B**

<b>Bidder Details</b>
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Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including details of its main line of business	
5.	Vendor website URL	
6.	Vendor Pan Number	
7.	Vendor GSTIN Number	
8.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	

**Name & Signature of authorised signatory**

**Seal of Vendor**

**Appendix-C**  
**COMMERCIAL BID**  
**(to be enclosed in the Commercial Proposal Envelope)**

To:  
General Manager (IT Wing)  
Kerala Gramin Bank  
Head Office, KGB Towers  
AK Road, Malappuram, Kerala 676505

Dear Sir/Madam,

**Ref: RFP Number : KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our **Commercial Bid** of for each assets on the indicative hardware items/ equipment available at various locations of the concerned cluster as per RFP document and as per indicative configuration mentioned in Annexure - B of the said bidding document as follows:

SL NO	ASSET TYPE	AMC COST PER ASSET(a)	APPROXIMATE QTY (b)	TOTAL COST OF OWNERSHIP (TCO) c=(a*b)	GST (%) (d)	GRAND TOTAL WITH GST (e=c+d)
1	ALL IN ONE DESKTOP PC (acer veriton m200-h61 with keyboard & mouse 19.5" Display, hp all in one pc pro one 400 g1 with keyboard & mouse, 19.5" Display, hp all in one pc pro one 400 g2 with keyboard & mouse, 20" Display)		800			
2	LASERJET PRINTER (Canon, hp, brother & Samsung)		578			
3	PASSBOOK PRINTER(Epson PLQ20, Olivetti, TVS Speed40)		427			
4	DOT MATRIX PRINTERS (Epson DLQ 3500 DMP, Lipi 2250, TVS MSP 255)		179			
5	Scanners (HP, Canon & EPSON )		528			
<b>TOTAL</b>						

Dated this ..... day of .....2022

**Name & Signature of authorised signatory**

**Seal of Vendor**

**Appendix-D**

**BANK GUARANTEE FORMAT**

***(TO BE STAMPED AS AN AGREEMENT)***

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of 2022 by \_\_\_\_\_ (Name of the Bank) \_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF KERALA GRAMIN BANK a Regional Rural Bank established in the State of Kerala on 08/07/2013, by amalgamating the erstwhile RRBs, namely South Malabar Gramin Bank and North Malabar Gramin Bank, vide Government of India notification F No: 7/9/2011-RRB (Kerala) dated 08/07/2013, having its Head Office at KGB Towers, A K Road, UP Hill, Malappuram, Kerala-676505 and the sponsor bank is Canara Bank. The Bank is having pan Kerala presence of 634 branches, 320 ATMs and 10 Regional Offices here in after referred as Bank which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to KERALA GRAMIN BANK in accordance with the Request for Proposal (RFP) No. KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022.
3. WHEREAS, KERALA GRAMIN BANK has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to KERALA GRAMIN BANK, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of 15 months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, KERALA GRAMIN BANK shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs...../(Rupees.....only).

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of KERALA GRAMIN BANK having agreed to entrust Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from KERALA GRAMIN BANK, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and KERALA GRAMIN BANK, pay KERALA GRAMIN BANK forthwith the sums so demanded by KERALA GRAMIN BANK not exceeding Rs...../- (Rupees .....only).
2. Any notice / communication / demand from KERALA GRAMIN BANK to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the KERALA GRAMIN BANK, under this Guarantee shall be independent of the agreement or other understandings, whatsoever, between the KERALA GRAMIN BANK and Service Provider.
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the KERALA GRAMIN BANK.

**WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-**

- i. Any neglect or forbearance on the part of KERALA GRAMIN BANK to Service Provider or any indulgence of any kind shown by KERALA GRAMIN BANK to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by KERALA GRAMIN BANK at its discretion.
- iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by

- merger or amalgamation or any change in the Constitution or name of the Guarantor.
- iv. The Guarantee shall not be affected by any change in the constitution of KERALA GRAMIN BANK or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- v. This Guarantee shall be a continuing guarantee during its validity period.
- vi. This Guarantee shall remain in full force and effect for a period of \_\_\_\_year(s) month(s) from the date of the issuance i.e. up to\_\_\_\_\_. Unless a claim under this Guarantee is made against us on or before\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- vii. This Guarantee shall be governed by Indian Laws and the Courts in Malappuram, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

**Notwithstanding anything contained herein above:**

- i. Our liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_\_/-(Rupees. .... only)
- ii. This Bank Guarantee shall be valid upto .....
- iii. We are liable to pay the guaranteed amount or any part thereof under this BankGuarantee only and only if KERALA GRAMIN BANK serve upon us a written claim or demand on or before .....

**Yours faithfully,**

**For and on behalf of bank.**

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**Authorised official**

**Appendix– E**

**AGREEMENT FOR MAINTENANCE OF COMPUTERS, PERIPHERALS,  
PRINTERS & SCANNERS**

This agreement made on this \_\_\_\_ day of \_\_\_\_\_, 2022 between KERALA GRAMIN BANK having its registered office at KGB Towers, AK Road, Uphill, Malappuram, represented by its Asst. General Manager, IT Wing (Hereinafter called 'Kerala Gramin Bank' or 'The Bank') which expression shall include its successors and assignees and M/s ....., represented by its ..... (hereafter called the Vendor) which expression shall include its successors and assignees.

WHEREAS the Vendor has agreed to provide and KERALA GRAMIN BANK has agreed to accept from the Vendor repair & maintenance service for the Computer/Electronic equipment (hereinafter called "The Equipment") at branches /offices (hereinafter referred to as Site which may mean any one or more or all of them) of cluster (Details of equipment listed in Annexure II of Bank's RFP Ref. KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022) as amended from time to time, subject to KERALA GRAMIN BANK paying charges to the Vendor on the following terms and conditions.

IN CONSIDERATION OF THE PROMISES IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

**1. COMMENCEMENT AND TERMS:**

- a) This Agreement is effective from 01/08/2022 and shall be valid for one year. Either party may have the option to renew this agreement on mutually agreed terms or conditions, such renewal shall be valid if it has been agreed by both the parties in writing. However, renewal will not take place if notice in writing or intention not to renew this agreement is given by KERALA GRAMIN BANK to The Vendor at least one calendar month in advance at the address of the latter mentioned above by registered post. At the time of renewal of the Agreement, rates, terms and conditions shall be subject to review by vendor and if required, may be modified based on mutual consent.
- b) Upon termination or after expiry of this agreement, each party shall forthwith return to the other all papers, material & other properties of other held by each other for purpose of this agreement. In addition, each party will assist the other party in the orderly termination of this agreement on the transfer of all aspects hereof, tangible & intangible as may be necessary for the orderly, non-disrupted continuation business of each party.
- c) Individual items of the equipment's and repair and maintenance service charge for such equipment may be added to or withdrawn from Annexure II of the tender documents by mutual written consent of both parties provided always that such consent is not unreasonably withheld.



**2. CHARGES:**

- a) The charges payable by KERALA GRAMIN BANK to the Vendor for the repair & maintenance services of the equipment described in Annexure II of RFP Ref. KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022 and furnished in the Commercial Proposal submitted by the vendor, unless provided for elsewhere herein, no additional charges shall be claimed by the Vendor.
- b) The indicative number of items to be serviced under the AMC are furnished in Annexure II (part B) of RFP Ref. KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022. The detailed asset list will be provided to the Successful Bidder along with the Purchase Order. The asset list will be reviewed every quarter and the modified list, with additions/deletions, if any, will be communicated to the Vendor before the beginning of the respective quarter.
- c) The Vendor shall submit to KERALA GRAMIN BANK, the invoices for the payments due in accordance with this agreement. The AMC amount payable annually has been determined for the cluster, as indicated below, based on broad category of hardware items irrespective of the actual configurations at each FCB/office in the cluster. Although most of such categories in the configuration are listed in Annexure II of the tender documents for the purpose, more categories may be added, if required necessary.

Sl.No	Cluster	Hardware Value (Rs.)	Discovered Rates (%)age	Amount Payable Annually (Rs.)
1				

AMC fee @ ..... of the value of hardware items under KERALA GRAMIN BANK ..... cluster will be paid to the vendor in four equal quarterly installments, subject to penalty clause of this Agreement.

**3. SERVICES & PAYMENT:**

- i. The Vendor would be responsible for the qualification of the candidate employed by him for the Support Service of the Bank (E.g. Qualification /Experience/and other personal information) like Know Your Employee etc. Further, there will be no relationship of Employer and Employee between the Bank and Support service team and they will not make any claim against the Bank whatsoever.
- ii. The Vendor would be responsible for the overall technical support of the area in which the support service team employed by him is working. This support includes cluster servers
- iii. The support service team would have proven expertise in rendering support services in similar capacity.

- iv. The support service team would be qualified as a B.E. / B. Tech / BCA / BSc (IT) or Diploma holder from a reputed university.
- v. The Head of support service Engineers in each cluster should have a minimum of 5 years' experience in Hardware AMC support.
- vi. **The support service team shall be either shared or dedicated for Kerala Gramin Bank** and shall report to and operate from a designated Kerala Gramin Bank branch/office only. Make sure that minimum one engineer should be there in each districts for providing service support. The name, qualification and experience of the service engineer(s) must be submitted along with the agreement. In case of any engineer relieves/joins during AMC, the details of such persons will be immediately informed to the Bank via letter/ email.
- vii. In case of AMC of Head Office, at Malappuram, the vendor shall arrange for one engineer per 150 nodes including one team leader for coordinating the entire project, as per qualification/experience applicable. . If the nodes exceeds 150 bidder shall provide shared / dedicated engineer.
- viii. One Service Engineer will be provided for each districts. In case of AMC of Head Office, at Malappuram, the vendor shall arrange for one engineer per 150 nodes including one team leader for coordinating the entire project, as per qualification/experience applicable.
- ix. Vendor will have the right to change Service engineer(s) deputed in a cluster. Any such change will be intimated to the Bank and make suitable arrangements.
- x. The Vendor shall be liable to replace the engineer immediately if the Bank is not satisfied with his/her performance.
- xi. During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation to keep the IT setup working in the areas of hardware, software installation/upgradation, preventive maintenance, porting of data, maintenance of spares, maintenance of existing LAN setup including Network Components and helping the users during installation and stabilization of the application software. As most of these activities may have to be carried out during holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personnel from the vendor's side to work (along with the technical staff/operating staff from the Bank's side) on these days as well, even though these may be holidays as per their service conditions.
- xii. Identification/tracing, testing and ferruling/numbering at both ends of Networking/Datacable between main switch in system room and each node, re-punching of RJ-45 Connector (if required), identifications and remounting of I/O's (if required), w.r.t Networking/Data cable from system room and port number at

main switch, testing and re-punching of patch cord (if required) at branches where no intermediate switch is in use. The Vendor must trouble shoot the passive networking components viz LAN cables, I/O Ports, Jack Panels, Patch Chords etc. Loose connections/tracing/support etc to be done by the Vendor. In case of new cabling or replacement of passive components, the bank shall arrange for the same.

- xiii. All Resident Engineers should be accessible through telephone/Mobile phone to facilitate prompt communication; non-availability of Engineer on any specific time/day should be conveyed in advance to the branch and alternative arrangements must be worked out.
- xiv. Escalation matrix to be submitted along with the technical bid.
- xv. Vendor will ensure that all the Engineers deployed by the Vendor wear the ID Card issued by the Vendor.
- xvi. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated.
- xvii. Service Provider shall implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware etc as and when released as per requirements of the Bank.
- xviii. Service Provider shall provide maintenance support for hardware/ software/ operating system/ middleware over the entire period of Contract.
- xix. During the AMC period, Service Provider will have to undertake comprehensive support of the specified hardware. Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of product or specified hardware/software.
- xx. Prompt support shall be made available as desired in RFP KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022 during the support period at the locations as and when required by the Bank.
- xxi. The vendor in each cluster shall keep sufficient quantities of spares of essential kits or parts of the equipment. Service Provider will maintain spares as per Annexure IV.  
The stock of spares will be maintained at Bank location suitably agreed between Bank & Vendor. The spares must be original and as per the standard hardware configuration as approved by the Bank. At the minimum, the under noted quantities will be maintained. A certificate in this regard is to be submitted to the respective RO by 1<sup>st</sup> of every month after physical verification by RO/ HO IT team.

- xxii. The Bank will have the right to verify the stock position of the vendor from time to time. Violations in maintaining the sufficient spares in each cluster will be treated as a serious lapse on the part of the vendor. Any shortage detected at the time of such a surprise check by the Bank will earn a penalty of 1% of the AMC valuable for the relative quarter, at the discretion of the Bank. This is independent of any other penalty.
- xxiii. **Preventive maintenance:** The Vendor shall conduct preventive maintenance (including but not limited) to inspection, testing, satisfactory execution of all appliances, replacement of unserviceable parts & necessary repairing of the equipment within the first fifteen days of the commencement of this agreement & once in every subsequent Quarter thereafter. Notwithstanding the foregoing, the Vendor recognize KERALA GRAMIN BANK's operational needs & agrees that KERALA GRAMIN BANK shall have the right to require the Vendor to adjourn preventive maintenance from any scheduled time to a date & time, not later than fifteen working days thereafter. For the purpose of preventive maintenance & other maintenance services, the Vendor shall arrange for services of qualified engineers at the cluster/identified center (one exclusive engineer for every 10 branches/offices or part thereof) for ensuring satisfactory functioning of the equipment as per Annexure II of Bank's RFP KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022. The engineer will be qualified, experienced and dedicated for KERALA GRAMIN BANK use only and shall report to and operate from a designated KERALA GRAMIN BANK branch/office only. The vendor will have the right to change the service engineer(s) deputed in a cluster, but any change will be intimated to the Bank well in time and must have the approval of the Bank. AMC service will be provided by the vendor's own engineers and not through dealers/distributors etc.
- xxiv. During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation, setting up of LAN, NetWare fine tuning and helping the users in installation and stabilization of the application of software. As most of the activities are carried out during holidays / Saturdays/Sundays, it is necessary for the engineers/technical support personals from the vendor's side to work (along with the technical staff, operating staff, from the Bank side) on these days as well as even though these may be holidays as per the service conditions. All the resident engineers should be accessible through telephone/pagers/cellular phone to facilitate prompt communication: non-availability of the engineer on any specific day should be conveyed in advance to the branch(es) and alternative arrangement worked out.
- xxv. The Vendor shall correct all faults & failures, due to any reasons, in the equipment & shall repair & replace worn or defective parts of the equipment immediately. In cases where unserviceable parts of the equipment need replacement the Vendor

shall replace all such parts at no extra cost to KERALA GRAMIN BANK with brand new parts or those equivalent to new parts in performance. The Vendor in effecting any such replacement shall not remove the equipment or any part thereof until the Vendor is ready to move in substitute equipment or part or parts to replace it. If the replaced part or parts not one identical in all respects to the part replaced, The Vendor shall inform KERALA GRAMIN BANK in writing at the time of such replacement. KERALA GRAMIN BANK in such cases have the right to request the Vendor shall to replace the parts with the original compatible part only & the Vendor shall comply with such request forthwith.

- xxvi. The Vendor shall ensure those faults & failures intimated by KERALA GRAMIN BANK as above are diagnosed & repaired within 2 hours plus journey time. If the repair work is expected to be prolonged beyond 2 hours plus journey period of downtime, the Vendor shall replace the defective equipment with standby equipment immediately & restore operations.
  - xxvii. Third Party Maintenance: The Vendor should not provide AMC Services through Franchisees/sister concerns/Third party vendors. **As per scope of this Contract, sub- contracting is not permitted.**
  - xxviii. Extension of AMC: The AMC for the cluster will be valid for a period of 12 months, which is extendable for a period of 3 months from the date of expiry, at the sole discretion of the Bank, on the same rates and terms & conditions at the discretion of the Bank, provided the service support at all the branches/offices falling under the cluster is found to be satisfactory.
  - xxix. Payments :
    - a) Payment shall be made in Indian Rupees.
    - b) The AMC charges will be calculated based on the list of hardware submitted by the respective offices/branches at the end of each quarter. The AMC charges will be payable in four quarterly installments, at the end of each quarter within 15 days of submission of all the required documents. Payment will be made by the respective Administrative Office/RO or ITS Deptt. for HO, after deducting penalty if any. At the time of submission of the bills, the following certificates from each branch must be submitted.
      - i. Satisfactory service report
      - ii. Confirmation of preventive maintenance /visit certificate
      - iii. Penalty/No Penalty admissible.
- The impact of any increase / decrease in taxes, duties or any other statutory levies shall be borne by the AMC Vendor on both sides of the change.
- c) Bank will not make any extra payment towards maintenance/repair whatsoever except payment of charges incurred on printer ribbon etc.

**4. PENALTIES:**

As mentioned in Bank's RFP KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022.

**5. RIGHT TO VERIFICATION:**

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

**6. SUBCONTRACTING:**

Sub-contracting is not permitted.

**7. VALIDITY OF AGREEMENT:**

The Agreement/ SLA will be valid for the period of 12 months. The Bank reserves the right to terminate the Agreement as per the terms of this agreement/ Bank's RFP Ref. KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022.

**8. LIMITATION OF LIABILITY:**

- i. The maximum aggregate liability of Service Provider, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
  - (a) claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right;
  - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
  - (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 31(iii)(b) "**Gross Negligence**" means any act or failure

to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such actor failure to act for which such Party is legally liable. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith.

**"Willful Misconduct" means** any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

#### **9. CONFIDENTIALITY:**

Confidentiality obligation shall be as per Non-disclosure agreement. The Service Provider acknowledges that all materials & information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof consists of Confidential & proprietary data whose disclosure to or used by third parties will be damaging or cause loss to KERALA GRAMIN BANK. The Vendor agrees to hold such materials & information's in strictest confidence, not to make use thereof other than for the performance of this agreement to release it only to employees requiring such information & not to release or disclose it to any other party. The Vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use & non-disclosure of confidential information under this agreement can be fully satisfied.

#### **10. DELAY IN SERVICE PROVIDER'S PERFORMANCE:**

- i. Services shall be made by Service Provider within the timelines prescribed in this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down in RFP Ref. KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022).



## **11. SERVICE PROVIDER'S OBLIGATIONS:**

- vii. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- viii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- ix. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- x. Service Provider is responsible for activities of its personnel and will hold itself responsible for any misdemeanours.
- xi. The selected bidder(s) shall be responsible for compliance with all laws, rules, regulation, orders, notifications and directions applicable in respect of its personnel including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonus Act 1965, the Minimum Wages Act 1948, the Employees Provident Fund Act 1952 and the Workmen Compensation Act 1923 and shall maintained proper records, including but not limited to, accounting records required under applicable laws or any code or practice or Corporate Policy.
- xii. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-F** of RFP KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022.

## **12. CONFLICT OF INTEREST:**

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may



be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.

- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
  - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
  - (b) a constituent of such Bidder is also a constituent of another Bidder; or
  - (c) such Bidder, its Member or any Associate thereof receives or has received any director indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of RFP KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022.
- iii. For the purposes of this Contract, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

### **13. TERMINATION FOR DEFAULT:**

- vii. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
  - (e) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement/RFP KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022, or any extension thereof granted by the Bank;
  - (f) If Service Provider fails to perform any other obligation(s) under the RFP Ref. KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022/Agreement;
  - (g) Violations of any terms and conditions stipulated in the RFP KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022;
  - (h) On happening of any termination event mentioned in the RFP Ref. KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022/Agreement.

Prior to providing a written notice of termination to Service Provider under clause 36 (i) (a) to 36 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- viii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of RFP Ref. KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022, Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- ix. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant

information to the Bank in timely manner and in proper format as per scope of RFP Ref. KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022 and shall also support the orderly transition to another vendor or to the Bank.

- x. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- xi. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in RFP Ref. KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022.
- xii. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

#### **14. FORCE MAJEURE:**

- i. Notwithstanding the provisions of terms and conditions contained in RFP KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered upto the date of the termination of the Agreement.

**15. TERMINATION FOR INSOLVENCY:**

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

**16. TERMINATION FOR CONVENIENCE:**

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience.
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

**17. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (KERALA GRAMIN BANK or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or

difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Malappuram.

- ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Malappuram, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

#### **18. GOVERNING LANGUAGE:**

The governing language shall be English.

#### **19. APPLICABLE LAW:**

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Malappuram.

#### **20. TAXES AND DUTIES:**

- i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc.
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same.
- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.

- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement shall be borne by Service Provider.

**21. TAX DEDUCTION AT SOURCE:**

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.
- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

**22. NOTICES:**

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE-MENTIONED DATE.**

For .....	For Kerala Gramin Bank
Mr./Ms.....	Mr./Ms.....
Designation: .....	Designation: .....
Date: .....	Date: .....
Witnessed by:	Witnessed by:
Mr./Mrs. ....	Mr./Mrs. ....
Designation: .....	Designation: .....
Address: .....	Address: .....

**Appendix– F**

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at \_\_\_\_\_ between:

Kerala Gramin Bank, a Regional Rural Bank established in the State of Kerala on 08/07/2013, by amalgamating the erstwhile RRBs, namely South Malabar Gramin Bank and North Malabar Gramin Bank, vide Government of India notification F No: 7/9/2011-RRB (Kerala) dated 08/07/2013, having its Head Office at KGB Towers, A K Road, UP Hill, Malappuram, Kerala-676505 and the sponsor bank is Canara Bank. The Bank is having pan Kerala presence of 634 branches, 320 ATMs and 10 Regional Offices through its IT Department (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And \_\_\_\_\_ a private/public limited company/LLP/Firm ~~<strike off whichever is not applicable>~~ incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 ~~<strike off whichever is not applicable>~~, having its registered office at

\_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, \_\_\_\_\_ has agreed to \_\_\_\_\_ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the "Receiving Party" and the Party disclosing the information being referred to as the "Disclosing Party". Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

**1. Confidential Information and Confidential Materials:**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or



hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## **2. Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- i. the statutory auditors of the either party and
- ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof



(c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

### **3. Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- i. Suspension of access privileges
- ii. Change of personnel assigned to the job
- iii. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

### **4. Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the sole property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.

(b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or

advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Malappuram and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Malappuram.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually

identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

**5. Suggestions and Feedback**

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month) 2022 at Malappuram.

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

**Appendix-G**

**Pre-Bid Query Format**  
**(To be provide strictly in Excel format)**

<b>Vendor Name</b>	<b>Sl. No</b>	<b>RFP Page No</b>	<b>RFP Clause No.</b>	<b>Existing Clause</b>	<b>Query/Suggestio ns</b>

**Appendix - H**

**Service Support Details**

**SUB: FOR ANNUAL MAINTENANCE OF COMPUTER HARDWARE, PRINTERS AND SCANNERS, AT ALL THE BRANCHES AND OFFICES OF KERALA GRAMIN BANK ACROSS KERALA FOR THE PERIOD 01-08-2022 TO 31-07-2023**

**Ref: RFP Number : KGB/ITW/RFP 01/HWAMC/2022-23 Dated 29-06-2022**

**Head Office & Regional Office Locations:-**

<b>SL NO.</b>	<b>HO/ RO</b>	<b>Postal Address</b>	<b>Mobile number, landline number and Email ID</b>	<b>Number of Engineer and service staff</b>
1	Malappuram	Building No.18/953, Opposite to Municipal Office, AK Road, Malappuram -676505	9400999397 rompm@keralagbank.com	
2	Thiruvananthapuram	Praveen Towers, Bakery Junction, GPO,  Thiruvananthapuram - 695001	9400999399 roetvm@keralagbank.com	
3	Kottayam	Ist Floor, KGB Towers,  Samkranthi Junction, Perumbaikadu, Kottayam - 686016	9400999660 roktm@keralagbank.com	
4	Ernakulam	Coastal Towers (Karithatt), Near Samskara Junction, Pipeline Road, Palarivattom,  Ernakulam - 682025	9400999392 roekm@keralagbank.com	
5	Thrissur	Third Floor, Sun Tower, Thrissur East Fort, Jubilee Mission Post, Thrissur - 680005	9400999400 rotsr@keralagbank.com	
6	Kozhikode	Devan's Tower, East Hill Road,	9400999396	

**KERALA GRAMIN BANK - RFP for SELECTION OF VENDOR FOR AMC OF COMPUTER  
PERIPHERALS PRINTERS AND SCANNERS**

		Karaparamba, Kozhikode - 673010	rokzd@keralagbank.com	
7	Kalpetta	Ammu's Complex, Near Ananthaveera theatre, Main Road, Kalpetta - 673121	9400999393 rokpt@keralagbank.com	
8	Kannur	KGB Towers, Pallikunnu, Kannur - 670004	9400999394 roknr@keralagbank.com	
9	Thalassery	KGB Towers, Pallikunnu, Kannur - 670004	9400999398 rotly@keralagbank.com	
10	Kasaragod	KMC XII/38 C1, Tiger Hills Building, Kasaragod – 671121.	9400999395 roksd@keralagbank.com	

Date:

**Signature with seal:**

**Name :**

**Designation :**