

# REQUEST FOR PROPOSAL (RFP) FOR

### **SUPPPLY, INSTALLATION AND**

## MAINTENANCE OF ALL-IN-ONE-DESKTOP COMPUTERS UNDER WARRANTY

#### **FOR**

#### **KERALA GRAMIN BANK**

Head Office, Malappuram, Kerala (Regional Rural Bank sponsored by Canara Bank)

RFP Number: KGB/ITW/RFP - 03/2021 dated 24-06-2021

RFP issued by

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

#### A. BID SCHEDULE AND ABBREVIATIONS

#### 1. BID SCHEDULE

Description	Details	
RFP No. and Date	KGB/ITW/RFP - 03/2021 dated 24-06-2021.	
Name of the Wing	Information Technology Wing	
Brief Description of the RFP	Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty	
Bank's Address for Communication	Assistant General Manager Kerala Gramin Bank, Information Technology Wing, Head Office, KGB Towers, A K Road, UP Hill, PB No – 10, Malappuram, Kerala – 676505	
	Assistant General Manager, Information Technology Wing Tel- 0483-2736375,2730179 Mob – 9400999994,9400999041,9400999089	
Date of Issue of RFP	24-06-2021	
Tender fee (Non refundable)	The bidders should pay the Tender Fee of ₹5000.00 (Rupees Five Thousand 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.  Any amendments, modifications, Pre Bid replies & any communication etc. will be uploaded in the Bank's website only (i.e., <a href="https://www.keralagbank.com/tenders/">https://www.keralagbank.com/tenders/</a> ). No individual communication will be sent to the individual bidders.	
Performance Bank Guarantee	3% of Total Order Value	
Last Date and Time for Submission of Bids	21-07-2021, Tuesday upto 3.00 PM	
Date, Time & Venue for opening of Part A-Conformity to Eligibility Criteria and Technical Bid Part-B	21-07-2021, Tuesday at 3.30 PM  Kerala Gramin Bank, Head Office, Information Technology Wing, KGB Tower, AK Road, UP Hill, Malappuram, Kerala – 676505.	
Date and time for opening of Commercial Bid	Will be intimated at a later date.	

Pre-bid Meeting Date & Time	<ul> <li>Pre-bid meeting will be held on 06-07-2021, Tuesday at 3.00 PM via online. (link will share before one day prior to the scheduled meeting).</li> <li>Pre-bid queries should be submitted as per Appendix-D.</li> <li>Pre-bid queries to E-mail <a href="mailto:itwing.kgb@keralagbank.com">itwing.kgb@keralagbank.com</a> must reach us on or before 08-07-2021, Monday 3.00 PM. Subject of the E-mail should be given as "Pre-bid queries for RFP - KGB/ITW/RFP -</li> </ul>
	03/2021 dated 24-06-2021 ".
	<ul> <li>Pre-bid query response will be published along with Amendments (if any) in our website on 12-07-2021</li> </ul>
	1. The bidders must fulfil the Pre-Qualification criteria for being eligible to bid.
Other Details	2. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on the Bank's corporate website <a href="https://www.keralagbank.com/tenders/">https://www.keralagbank.com/tenders/</a> .
	3. No suggestions or queries shall be entertained after pre-bid meeting.

This document can be downloaded from following website <a href="https://www.keralagbank.com/tenders/">https://www.keralagbank.com/tenders/</a>. In that event, the bidders should pay the Tender Fee for tender document by means of DD drawn on any-scheduled commercial bank for the above-mentioned amount in favour of Kerala Gramin Bank, payable at Malappuram and submit the same as mentioned above.

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

#### **DISCLAIMER**

The information contained in this Request for Proposal ("RFP") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Kerala Gramin Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Kerala Gramin Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP, Kerala Gramin Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Kerala Gramin Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Kerala Gramin Bank reserves the right of discrete to change, modify, add to or alter any or all of the provisions of this RFP and /or the bidding process, without assigning any reasons whatsoever. **Such change will be published on the Bank's** Website ( <a href="https://www.keralagbank.com/tenders/">https://www.keralagbank.com/tenders/</a>) and it will become part and parcel of RFP.

Kerala Gramin Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Kerala Gramin Bank reserves the right to reject any or the entire Request for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Kerala Gramin Bank shall be final, conclusive and binding on all the parties.

#### 2. ABBREVIATIONS:

1.	AIOPS	Artificial Intelligence for IT Operations	
2.	AMC	Annual Maintenance Contract	
3.	ATS	Annual Technical Support	
4.	APM	Application Performance Monitoring	
5.	NMS	Application Performance Monitoring  Network Monitoring Solution	
6.	BG	Network Monitoring Solution  Bank Guarantee	
7.	BOM		
8.	DD	Bill of Material  Demand Draft	
9.	DEM	Digital Experience Monitoring	
10.	IT	Information Technology	
11.	GST	Goods and Service Tax	
12.	HO	Head Office	
13.	HTTP	Hyper Text Transfer Protocol	
14.	HTTPS	Hyper Text Transfer Protocol Secure	
15.	ISDN		
16.	ITIM	Integrated Services Digital Network	
17.	ITU	IT Infrastructure Monitoring International Telecommunication Union	
18.	LAN	Local Area Network	
19.	LAIN	Liquidated Damage	
20.	MAF	Manufacturer Authorization Form	
21.	MSE	Micro and Small Enterprises	
22.	MSME	Micro Small & Medium Enterprises	
23.	MTBF	Mean Time Between Failure	
23.		Mean Time To Restore	
25.	MTTR NEFT	National Electronic Funds Transfer	
25. 26.	NEFT NI Act		
27.	NPMD	Negotiable Instruments Act	
27.		Network Performance Monitoring and Diagnostics	
	OEM	Original Equipment Manufacturer	
29. 30.	OSD	Operating System	
	OSD	Original Software Developer	
31.	OSO DEDT	Original Software Owner	
32.	PERT	Project Execution and Review Technique	
33.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]	
34.	RTGS	Real Time Gross Settlement	

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#### **B. INTRODUCTION**

#### 1. About Kerala Gramin Bank:

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

#### 2. Definitions:

- **2.1.** 'Bank' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'Kerala Gramin Bank', described in more detail in Clause 1 above and which has invited bids under this Request For Proposal and shall be deemed to include its successor and permitted assigns.
- **2.2. 'RFP'** means Request for Proposal for "Supply, Installation and Maintenance of All-In-One Desktop Computers under rate contract".
- **2.3.** 'Bidder' means a vendor submitting the proposal in response to RFP.
- **2.4. 'Solution'** means "Supply, Installation and Maintenance of All-In-One Desktop Computers under rate contract" as per the Technical Specifications mentioned in this RFP.
- **2.5. 'Contract'** means the agreement signed by selected bidder and the Bank at the conclusion of bidding process, wherever required.
- **2.6. 'Selected Bidder'/'L1 Bidder'** means the bidder who is found to be the lowest bidder after conclusion of the bidding process including Reverse Auction(if any), subject to compliance to all the Terms and Conditions of the RFP, etc.

#### 3. About RFP:

- **3.1.** Bank intends to select vendor for Supply, Installation and Maintenance of All-In-One Desktop Computersfor its Branches/Offices spread across Kerala under rate contract.
- **3.2.** In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' (Indicative)' as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

#### 4. Objective:

**4.1.** The Objective of this RFP is to enter into Rate Contract with selected Bidder for Supply, Installation and Maintenance of All-In-One Desktop Computers. This Rate Contract will be applicable for all the Branches/Offices of Bank across Kerala. The requirement mentioned in the RFP is estimated only and Bank will place the purchase order through its Head Office based on requirement during the validity period.

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- **4.2.** The selected Bidder will enter into a Rate Contract with the Bank centrally at IT Wing, Head Office for supply of All-In-One Desktop Computers as per the specifications mentioned **Annexure-7** and Requirement details mentioned in the RFP.
- **4.3.** The selected bidder will undertake to ensure availability of offered All-In-One Desktop Computers during the Rate Contract period, as well as maintenance of sufficient inventory of genuine spare parts for a minimum period of Six (6) years.
- **4.4.** The bidder(s) will provide the latest available models of hardware items, or software to meet the RFP requirement. In case the proposed hardware or software item is not available at the time of Purchase Order during the validity of the Rate Contract Period, bidder has to provide the hardware or Software with higher specification or higher version without any additional cost to the Bank.

#### 5. Eligibility Criteria:

- **5.1.** A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and "Supply, Installation and Maintenance of All-In-One Desktop Computers under rate contract " in the Bank shall hereinafter be referred as "Solution".
- **5.2.** Interested Bidders, who can Supply, Install & Maintanence of All-In-One Desktop Computers under rate contract for the Offices/Branches of the Bank and meeting the Eligibility Criteria as per **Annexure-2** may respond.
- **5.3.** Non-compliance to any of Eligibility criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Eligibility Criteria Compliance". Any credential detail mentioned in "Eligibility Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.

#### 6. Participation Methodology:

- **6.1.** In a tender either the authorized Bidder on behalf of the Principal/OEM/OSD or Principal/OEM/OSD itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- **6.2.** If a Bidder bids on behalf of the Principal/OEM/OSD, the same Bidder shall not submit a bid on behalf of another Principal/OEM/OSD in the same tender for the same item/product.
- **6.3.** If any product of Principal/OEM/OSD is being quoted in the tender, the Principal/OEM/OSD cannot bid for any other Principal's/OEM's/OSD's product in the same tender.
- **6.4.** In the event of the Bidder being not able to perform the obligations as per the provisions of the contract, the Principal/OEM/OSD should assume complete responsibility on behalf of the Bidder for providing en-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the Bank. To this effect Bidder should provide a dealer/distributor certificate as per **Annexure-13.**

#### 7. Requirement Details:

**7.1.** Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)') for Supply, Installation and Maintenance of All-In-One Desktop Computers under rate contract for different Branches/Offices of the Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. The brief description of All-In-One Desktop Computersis furnished in following table:

ITEM DETAILS	Tentative Requirement (QUANTITY)	LOCATION
Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty as per Technical Specifications narrated in Annexure - 7	2250	The Details of the Branches/Offices where the All-In-One Desktop Computers are to be delivered will be intimated at the time of placing the order.

- **7.2.** It may be noted that the requirement given in this RFP is indicative only and may vary as per actual needs. Also, note that there is no minimum purchase commitment by the Bank to the Bidder. Bank shall procure the All-In-One Desktop Computers as and when requirement arises at the rates fixed and on the terms & conditions of this RFP.
- **7.3.** Detailed technical specification for the above All-In-One Desktop Computersis furnished in **Annexure-7.** All the Hardware/Software ordered for Supply, Installation and Maintenance of All-In-One Desktop Computers should have comprehensive onsite warranty of 3 years & AMC of 2 Years (if contracted).
- **7.4.** Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this RFP.

#### 8. Scope of Work:

- **8.1.** The Scope of the work is for Supply, Installation and Maintenance of All-In-One Desktop Computers as per the quantity detailed under **clause 7** of above and elsewhere in the document.
- **8.2.** Bidder has to conform compliance to the Scope of Work mentioned in **Annexure-8.**

#### 8.3. Project Completion and Management

- **8.3.1.** For smooth completion of project, the Bidder should identify one or two of its representatives at Head Office, Malappuram as a single point of contact for the Bank.
- **8.3.2.** Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.

#### 9. Technical/Functional Requirements:

The Bidders shall comply with the Technical & Functional Specifications narrated in Annexure - 7. The Bidder should also maintain confidentiality of information shared with them during the tenure of the project.

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#### C.<u>DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAs)</u>

#### 1. Delivery & Installation:

- **1.1.** Bank shall provide the address and contact details for delivery of All-In-One Desktop Computers while placing the order. Bank at its discretion may release purchase order in on slot or multiple slot through centrally.
- 1.2. Delivery of all All-In-One Desktop Computers should be within 6 weeks from the date of acceptance of the Purchase Order (or) 8 weeks form the date of issue of purchase order, whichever is earlier. Please note that no extra charges will be paid for those locations where road permit is required. Vendor has to arrange for road permit, E-way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post.
- **1.3.** The selected bidder should ensure installation of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within **3 weeks** from the date of delivery of all the materials for each ordered locations.
- 1.4. Bank reserves the right to change/ modify locations for supply of the items. In the event of any change/ modification in the locations where the hardware items are to be delivered/ not billed, the bidder in such cases shall deliver, install at the modified locations at no extra cost to the Bank. However, if the hardware items are already delivered/billed, and if the modifications in locations are made after delivery, the bidder shall carry out installation at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty should be applicable to the altered locations also.
- 1.5. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and/or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.
- **1.6.** The Bank will not arrange for any Road Permit/Sales Tax clearance for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters/ certificate/ authority to the Bidder, if required.
- **1.7.** Installation of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.
- 1.8. Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

#### 2. Pre-Dispatch Inspection (PDI):

**2.1.** The Bank and/ or its nominated officials/ consultants may carry out pre-dispatch inspection of all ordered equipment or any part thereof before delivery. On account of PDI, there will not be any change in delivery terms and conditions. However, the bank will have the discretion to conduct PDI.

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2.2. The selected bidder shall inform his readiness for pre-dispatch inspection at least 7 days in advance. However, if the PDI is not conducted within seven days from the date of readiness for PDI given by the vendor for the reason attributable to the Bank and/or Bank's PDI vendor, Bank will extend the date of delivery to the extent of delay in conducting PDI. Inspection of the ordered equipment to be supplied to the Bank shall be carried out at bidder's site/ facility. There shall not be any additional charges payable by the Bank for such inspection. However, the Bank will have the discretion to/recover the costs related to travel and stay of its staff/consultants from the bidders if the ordered equipment offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure.

#### 3. Penalties/Liquidated Damages:

- **3.1.** Penalties/Liquidated damages for delay in Delivery, Installation and maintenance of All-In-One Desktop Computersin all locations would be as under.
  - **3.1.1.** Non-compliance of the delivery clauses (1.2) will result in the Bank imposing penalty 0.50% (Plus GST) on delay in delivery per All-In-One Desktop Computers, per week or part thereof, on the order value of the All-In-One Desktop Computers wise.
  - **3.1.2.** Non-compliance of the installation clauses (1.3) will result in the Bank imposing penalty 0.50% (Plus GST) on delay in installation per All-In-One Desktop Computers, per week or part thereof, on the Order value of the All-In-One Desktop Computers wise.
  - **3.1.3.** However, the total Penalty/LD to be recovered under above clauses 3.1.1 & 3.1.2 shall be restricted to 10% (Plus GST) of the total value of the order (exclusive of taxes).
- **3.2.** In case faulty All-In-One Desktop Computers are not repaired/ replaced within a Business day per, Bank shall impose a penalty of Rs. 100 (Plus GST) per All-In-One Desktop Computers per day and part thereof delay. However, the total Penalty /LD to be recovered under this clause shall be restricted to 10% (Plus GST) of the total value of the order during the contract period.
- **3.3. Penalties/Liquidated Damages for non-performance**: If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify or replace the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items.
- **3.4.** The liquidated damages shall be deducted/ recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- **3.5.** All the above LDs are independent of each other and are applicable separately and concurrently.
- **3.6.** LD is not applicable for the reasons attributable to the Bank and Force Majeure.

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#### 4. Payment Terms:

**4.1.** Payment Schedule will be as under:

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

- **4.2.** Bank will release the payment on completion of activity and on production of relevant documents /invoices. Please note that Originals of invoices or digitally signed invoices (plus One Copy) reflecting GST, GSTIN, HSN Code, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank Officials of the respective Branch/ Offices and Manufacturer's/Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- **4.3.** The vendor has to submit installation report/ Sign off report duly signed by the Bank officials of the respective Branch/ Offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- **4.4.** Bank will not pay any amount in advance.
- **4.5.** Payment shall be released within 30 days from submission of relevant documents as per RFP terms and found in order by the respective offices, who have placed order on the selected Bidder.
- **4.6.** The bank shall finalize the installation and acceptance format mutually agreed by the bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.
- **4.7.** The payments will be released through NEFT/RTGS after deducting the applicable LD/Penalty, TDS if any, by the respective offices who have placed order on the selected bidder and the selected

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bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

#### 5. Local Support:

- **5.1.** The bidder should be capable of meeting the service & support standards as specified in this tender.
- **5.2.** The bidder shall provide onsite Warranty from 9 am to 7 pm on all Bank's working day for all the locations.
- **5.3.** All the complaints will be raised through Complaint Management System of the Bank by the respective Branches/ Offices.
- **5.4.** Bidder has to work with different teams of Bank to integrate the Complaint Management System of the Bank with the Complaint Management of the OEM/ Bidder. Further details of the package will be shared with the successful bidders only.

#### 5.5. Response Time and Meantime to Restore [MTTR]

- **5.5.1.** Response Time shall be **12 hours** for Urban Branches and **24 hours** for other locations. MTTR shall be a Business day.
- **5.5.2.** Time specified above is from lodging of complaint.
- **5.5.3.** However, penalties will be applied as per **clause 3.2**.

#### 6. Software, Drivers and Manuals:

- **6.1.** The bidder shall supply along with each item all the related documents, Software Licenses loaded in the Hardware items without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- **6.2.** All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

#### 7. Warranty:

- 7.1. The entire equipment/hardware (including OS) & software deployed for this project shall be under Comprehensive Onsite Warranty covering all parts, updates, minor update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of three years from the Date of Installation/ commissioning. However, consumables and physically damaged plastic will not be covered under rate contract.
- **7.2.** If the hardware (including OS) & software does not perform in accordance with the Contract during the Warranty Period, then the Bidder shall take such steps as necessary to repair or replace the Hardware/ Software. Such warranty service shall be provided at the Vendor's expense and shall include all media, parts, labour, freight and insurance to and from the Department's site.
- **7.3.** If any defect in the Software/Solution is not rectified by the Bidder before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the Bank: a) the defect has been corrected; and b) the hardware/ Software functions in accordance with the Contract for a reasonable period of time.
- **7.4.** Despite any other provision, the Bank, may return a Hardware/ Software which is not upto the Requirement mentioned in the RFP to the Bidder within Sixty (60) days of delivery of the Hardware/ Software and the Bidder shall immediately provide full exchange or refund. For the purpose of this

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section, "defective Solution" includes, but is not limited to: a) broken seals; b) missing items; and c) Hardware/ Software that are not as pér RFP terms.

- **7.5.** The Bidder shall provide, after the warranty commences for all Software/Solution components, telephone support to the Bank during Business Days for assistance with the operation of the Software/Solution.
- **7.6.** The bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period.

#### 8. Scope Involved During Warranty:

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

- **8.1.** If any software and Hardware updates provided by the OEM as free of cost, it should be provided and installed & configured by the selected bidder during Warranty.
- **8.2.** Any Corruption in the Software or media shall be rectified during the full period of the contract, at no extra cost to the Bank.
- **8.3.** The system spare parts/ services, as and when required, and complete maintenance of the All-In-One Desktop Computers during warranty period, shall be supported for a period of 6 Years.
- **8.4.** The support shall be given in person or through telephone, FAX, letter and E-mail within a reasonable time as the case may be.
- **8.5.** Only licensed copies of software shall be supplied. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- **8.6.** The bidder shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be in E-mail and online portal/ Toll- free no. The bidder shall submit service call reports to respective regional offices at periodical intervals as per **Appendix K**.
- **8.7.** Escalation matrix should be provided for support, technical, project, etc. as per **Annexure-12**.

#### 9. Annual Maintenance Contract (AMC) (if contracted):

- **9.1.** The Bank, at its discretion may enter into Annual Maintenance Contract (AMC) with the Bidder after completion of respective warranty periods.
- 9.2. Support for maintenance of All-in-One Desktop Computers (including OS and software license) supplied should be available for a minimum period of 3 years, covering all parts, maintenance and support, after expiry of warranty period. The bidder/vendor has to replace all the defective spares during Warranty and AMC Period. All parts should be covered except consumables.
- **9.3.** The offer for All-in-One Desktop Computers must include comprehensive onsite free warranty and AMC period for a total duration of Five (5) years from the date of installation and acceptance of system by the bank. However, consumable and physically damaged plastic will not be covered under warranty.
- **9.4.** The Bank will pay AMC charges for All-in-One Desktop Computers (including OS) after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.

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- **9.5.** During the Warranty and AMC (if contracted) period, the Bidder should extend the On-Site Service Support. The scope of Warranty and AMC (if contracted) shall include
  - **9.5.1.** Rectification of Bugs/defects if any.
  - 9.5.2. Preventive Maintenance Yearly.
  - 9.5.3. Maintenance of All-in-One Desktop Computers including Software drivers.
- 9.6. It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee to the tune of total of the value of the Purchase Order, if AMC charges quoted by the bidder are abnormally low (i.e., AMC/ATS Cost percentage per annum should not be less than SP of the cost of Hardware and software). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC obligations of the bidder. Bidder shall quote the charges of AMC as per the Bill of Material (Annexure-14). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC period with a claim period of minimum 3 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified in clause 8 of Section-F. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompletion of the project and warranty period.

#### 10. Mean Time Between Failures (MTBF):

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

#### 11. Subcontracting:

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

#### 12. Access to Audit:

Whenever any Government or Regulatory authority, including RBI or Securities & Exchange Board of India requests for information from the Bank's for any compliance, regulatory or legal purpose relating to the proposal, then upon the Bank's request, Bidder shall assist the Bank in responding to such a request, by providing the required information to the Bank, or such a government authority.

#### 13. Defect Liability:

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

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#### 14. Secure Deployment & Security Compliance to Policies and Process.

- **13.1** All the hardware or required components should be shipped directly from OEM to Bank premises.
- **13.2** All the underlying infrastructure components such as OS or any product should be hardened on each environment before made functional.
- 13.3 The bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity and availability of the information systems. Bidder will not copy any data obtained while performing services under this RFP to any media including hard drives, flash drives or other electronic device other than as expressly approved by Bank.
- **13.4** The Bank will have the right to audit the bidder's people, processes, technology etc., as part of vendor security risk assessment process.
- **13.5** The system should be fully complaint ISO27001 controls.

#### D. BID PROCESS

#### 1. Clarification to RFP and Pre-Bid Queries:

- **1.1.** The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under **Appendix-D**.
- **1.2.** All communications regarding points requiring clarifications and any doubts shall be given in writing to the Assistant Assistant General Manager, Kerala Gramin Bank, IT Wing, Head Office, KGB Towers, AK Road, Malappuram, Kerala-676505 or an email can be sent to <a href="mailto:itwing.kgb@keralagbank.com">itwing.kgb@keralagbank.com</a> by the intending bidders as per the schedule.
- **1.3.** No gueries will be entertained from the bidders after the above date and time.
- **1.4.** No oral or individual consultation will be entertained.

#### 2. Pre-Bid Meeting:

- **2.1.** A pre-bid meeting of the intending bidders will be held on the date & time and at the venue specified in the Bid Schedule to clarify any point/doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting.
- **2.2.** If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow maximum of **Two (2)** representatives from each Bidder to participate in the pre-bid meeting.
- **2.3.** Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- **2.4.** Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.

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- **2.5.** The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (https://www.keralagbank.com/tenders/) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments /corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- **2.6.** Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query /issue by the Bank.

#### 3. Amendment to Bidding Document:

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

#### 4. Bid System Offer:

This is two bid system which has following **Three (3)** parts:

- **4.1.** Part A-Conformity to Eligibility Criteria: Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per Appendix-A.
- **4.2.** <u>Part B-Technical Proposal:</u> Indicating the response to the Technical/Functional specification/requirements of the subject RFP. The format for submission of Technical Proposal is as per **Appendix-B.**
- **4.3.** <u>Part C-Commercial Bid (Indicative)</u>: Furnishing all relevant information as required as per Bill of Material as per **Annexure-14.** The format for submission of Commercial Bid (Indicative) is as per **Appendix-C.**

#### 5. Preparation of Bids:

- **5.1.** The Bid shall be typed or written in English language with font size **of 12 in indelible ink** and shall be signed (not initials) by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature (not initials) in all pages of the Bids, except for un-amended printed literature.
- 5.1.1. The three parts as stated above, should be placed in three separate envelopes superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)' respectively and properly closed and sealed. Thereafter, all the three envelop shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Offer for Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty in response to RFP- KGB/ITW/RFP 03/2021 dated 24-06-2021." (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal'

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- and 'Commercial Bid (Indicative)') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Assistant General Manager, Information Technology Wing, Head Office, KGB Towers, A K Road, UP Hill, Malappuram, Kerala 676505.
- **5.1.2.** All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures/ leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature (not initial) of the Authorized Signatory. Bids with erasing /overwriting / cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.
- **5.1.3.** All the envelopes shall bear the name and complete postal address of the Bidder and authority to whom the Bid is submitted.

#### 5.2. Part A- Conformity to Eligibility Criteria:

- **5.2.1.** Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in **Annexure-2** of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.
- **5.2.2.** The Conformity to Eligibility Criteria as per **Annexure-2** among others must contain bid security declaration as per **Appendix-F** of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **Appendix-A.**
- **5.2.3.** The Placement of bid security declaration other than **Part A- Conformity to Eligibility Criteria** will make the bid liable for rejection.
- 5.2.4. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART A-Conformity to Eligibility Criteria for RFP-KGB/ITW/RFP-02/2021 dated 26-05-2021 for Supply, Installation and Maintenance of All-In-One Desktop Computers under rate contract ".

#### 5.3. Part B-Technical Proposal:

- **5.3.1.** Technical Proposal should be submitted as per the format in **Appendix-B**. Relevant technical details and documentation should be provided along with technical proposal.
- **5.3.2.** The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- **5.3.3.** If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
- **5.3.4.** The Bank shall not allow/permit changes in the technical specifications once it is submitted.
- **5.3.5.** The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- **5.3.6.** The Technical Proposal should be complete in all respects and contain all information sought for, as per **Appendix-B. Masked Bill of Material must be attached in Technical Offer**

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**and should not contain any price information**. The Part B-Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.

- **5.3.7.** Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
  - **5.3.7.1.** Should be replica of Bill of Material except that it should not contain any price information (with prices masked).
  - **5.3.7.2.** It should not provide any price information like, unit price, tax percentage, tax amount, Implementation Charges etc.
- 5.3.8. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART B-Technical Proposal for RFP-KGB/ITW/RFP-02/2021 dated 26-05-2021 for Supply, Installation and Maintenance of All-In-One Desktop Computers under rate contract ".

#### 5.4. Part C-Commercial Bid (Indicative):

- **5.4.1.** Commercial Bid (Indicative) should be submitted as per the instruction in **Appendix-C.**
- **5.4.2.** Commercial Bid (Indicative) shall be submitted as per Bill of Material and other Terms and Condiitons of RFP on prices. Bill of Material should give all relevant price information as per **Annexure-14.** Any deviations from the Bill of Material/non submission of prices as per the format shall make the bid liable for rejection.
- 5.4.3. Under no circumstances the Bill of Material should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of Bill of Material in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.
- 5.4.4. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid (Indicative). The format will be identical for both Technical Proposal and Commercial Bid (Indicative), except that the Technical Proposal should not contain any price information (with prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- **5.4.5.** Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- **5.4.6.** Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- **5.4.7.** The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 5.4.8. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART C-Commercial Bid (Indicative) for RFP-KGB/ITW/RFP-02/2021 dated 24.05.2021 for Supply, Installation and Maintenance of All-In-One Desktop Computers under rate contract ".

#### 6. **Bid Security Declaration:**

**6.1.** The bidder shall furnish bid security declaration and should be kept along with the **Part-A-Conformity to Eligibility Criteria**.

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- **6.2.** The format for submission of bid security declaration is as per **Appendix-F.**
- **6.3.** Submission of bid security declaration in other than Part A-Conformity to Eligibility Criteria Envelope is liable to be rejected on grounds of non-submission of the same.
- **6.4.** The bank may execute the rights to suspend the bidder from participating in the contract offers/tenders for a period of three years:
- **6.4.1.** If the Bidder withdraws or amends the bid during the period of bid validity specified in this document.
- **6.4.2.** If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

#### 7. Make and Models:

It is mandatory to provide Technology, make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote Technology, hardware which is already End of Sale. Bidder also should not quote hardware which are impending End of Sale.

#### 8. Software Version:

The bidder should ensure usage of latest licensed software with proper update/ patches and their subcomponents as has been sought in the technical/ functional requirements. The Offer may not be evaluated and/ or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale.

#### 9. <u>Documentation:</u>

Technical information in the form of Brochures / Manuals /CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the bank. The Bank is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFP for its own use.

#### 10. Costs & Currency:

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-14).

#### 11. Erasures or Alterations:

The Offers containing erasures or alterations or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/ manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

#### 12. <u>Assumptions/Presumptions/Modifications:</u>

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions, deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc., in the bidder's response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

#### 13. Submission of Bids:

- **13.1.** The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.
- **13.2.** The bid/s properly superscribed in the manner prescribed in earlier clauses of this RFP should be deposited in the **Tender Box** on the Date & Time and at the Venue specified in the Bid Schedule.
- **13.3.** If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is / are deposited after the said date and time shall not be considered.
- **13.4.** Considering the pandemic situations bids sent through post/courier will be accepted/ evaluated. Bids should be reached at head office on or before the stipulated time.
- **13.5.** If the envelopes, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- **13.6.** The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Assistant General Manager	Manager
Kerala Gramin Bank, IT Wing, Head Office,	Kerala Gramin Bank, IT Wing, Head Office,
KGB Towers, A K Road, Malappuram,	KGB Towers, A K Road, Malappuram,
Kerala - 676505.	Kerala - 676505.
Tel: 0483 2736375	Tel: 0483 2730179
Mob: 9400999994	Mob:9400999041, 9400999089
E-mail: itwing.kgb@keralagbank.com	E-mail: itwing.kgb@keralagbank.com

**13.7.** In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above mentioned officials to receive the tender. However, bidder should reach the venue before the date and time stipulated as per above **clause 14.2.** 

#### 14. Bid Opening:

- **14.1.** The **Part A- Conformity to Eligibility** Criteria shall be opened, on the Date & Time and at the Venue specified in the Bid Schedule, in the presence of the Bidder's representative/s who may choose to attend the bid opening.
- **14.2.** Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format **(Appendix-E)** enclosed.

Note: Authorisation letter should be carried in person.

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- **14.3.** Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- **14.4.** The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bids will be accepted on the next working day.
- **14.5.** The following details will be announced at the time of bid opening
  - 14.5.1 Name of the Bidders.
  - **14.5.2** Presence or absence of cost of the Bidding document and Bid security
  - **14.5.3** Such other details as the Bank at its discretion may consider appropriate.
- **14.6.** As the Part A Conformity to Eligibility Criteria and Part B-Technical Proposal is conducting on the same day any of the bidders /or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the **Part A Conformity to Eligibility Criteria** in their absence.
- **14.7.** The Commercial Bid (Indicative) of only those bidders who are qualified in **Part-B Technical Proposal** will be opened for Commercial Bid evaluation/ Online Reverse Auction.

#### 15. Tender Fee:

- 15.1 Bid document can be downloaded from Bank's website <a href="https://www.keralagbank.com/tenders/">https://www.keralagbank.com/tenders/</a>. 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. Company registered under MSME in service sector are exempted from tender fee. Valid documents should be submitted along with bid.
- 15.2 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.
- 15.3 Any Bid not accompanied by Tender fee for the specified amount as mentioned in this RFP will be rejected as non-responsive.
- 15.4 Tender fee is exempted for those firms /company registered as MSME /MSE under the catogery of OEM / authorized partner to manufacture / distribute Computer peripherals. Necessary documents have to be submit claim this exemptions.

#### E. SELECTION OF BIDDER

#### 1. Preliminary Scrutiny:

- **1.1.** The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- **1.2.** Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and

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conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

#### 2. Clarification of Offers:

- **2.1.** During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/ any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof/supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- **2.2.** The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

#### 3. Evaluation of Bid:

**3.1.** The Bank will evaluate the bid submitted by the bidders under this RFP. The Bid will be evaluated by a Purchase Committee of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

#### 3.2. Part A-Conformity to Eligibility Criteria:

The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on **Eligibility Criteria** and on the documents submitted as per **Appendix-A** of RFP. The proof of documents should be submitted as per **Appendix-A** and it will be evaluated by the Bank and Bank will seek clarification, if required.

#### 3.3. Part B-Technical Proposal:

- 3.3.1 The Part B-Technical Proposal of only those bidders who qualified in Part A- Conformity to Eligibility Criteria, will be opened with due communication by the Bank. The Part B-Technical Proposal submitted by the bidder will be evaluated based on documents submitted as per **Appendix-B**. The proof of documents should be submitted as per **Appendix-B** and it will be evaluated by the Bank and Bank will seek clarification, if required.
- **3.3.2** The Technical Evaluation will be for Technical and Functional requirement as per **Annexure-7** and **Annexure-8** (scope of RFP).
- **3.3.3** Bidders must fully comply with all requirements. Non-compliance to any one of the requirements leads to disqualification of the Bidder in Part B- Technical Proposal.
- **3.3.4** If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
- **3.3.5** The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- **3.3.6** At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

#### 3.4. Part C-Commercial Bid (Indicative):

The Part C-Commercial Bid (Indicative) of only those bidders who qualified in **Part B-Technical Proposal** will be opened with due communication by the Bank. **The Part C-Commercial Bid (Indicative)** submitted by the bidder will be evaluated based on documents submitted as per **Appendix-C**. However, for arriving at L1, Bank will conduct Reverse Auction as mentioned elsewhere in the RFP document.

**3.5.** Reverse Auction: Bank will conduct Reverse Auctions for arriving at L1/ L2/ L3...... etc.

#### 4. Bidders Presentation/Site Visits/Product Demonstration/POC:

- **4.1.** The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in **Part A-Conformity to Eligibility Criteria.** Each Qualifying bidder (both in eligibility and technical) is required to complete the POC within 10 Days. Hence, Bidder is required to arrange the required Hardware/software in prior and need to submit the pre-requisites document in order to complete the POC within 10 Days.
- **4.2.** As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank at its discretion may call the Bidders for conducting POC (Proof of Concept) of the All-In-One Desktop Computers at the location which is identified by the Bank.
- **4.3.** This exercise will be undertaken before opening of the Commercial Bids of the Bidders whose Part B-Technical proposals has been opened.
- **4.4.** Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank. As a part of the technical evaluation the Bank may at its discretion, request either all bidders or any of them to arrange for the demonstration of their product more than once if felt necessary before commercial evaluation.
- **4.5.** The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed solution at the at the site mutually agreed.
- **4.6.** Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to the Bank at their own cost. The Bank may require onsite reference visit or a Telephonic conversation with the concerned.
- **4.7.** All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its Consultants, if any.
- **4.8.** Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

#### 5. Normalization of Bids:

**5.1.** The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion to request

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all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;

**5.1.1.** Incremental bid submission in part of the requested clarification by the Bank.

OR

- **5.1.2.** Revised submissions of the entire bid in the whole.
- **5.2.** The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.
- **5.3.** The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

#### 6. <u>Intimation to Qualified/Successful Bidders:</u>

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A-Conformity to Eligibility Criteria, Part - B Technical Proposal and Part C-Commercial Bid. The names of qualified bidders at each stage would be announced on the Notice Board/ Bank's website (i.e. <a href="https://www.keralagbank.com/tenders/">https://www.keralagbank.com/tenders/</a>). Commercial Bids of only technical qualified bidders shall be opened. After conducting the online Reverse Auction final list of the bidders (L1, L2, L3 etc.,) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

#### 7. Correction of Error in Commercial Bid:

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

- **7.1** Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- **7.2** If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- **7.3** If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 7.4 If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of "amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material.
- **7.5** If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- **7.6** If the bidder does not accept the correction of errors, the bid will be rejected.

#### 8. Determination of L 1 Price:

- **8.1.** L1 Price will be determined after giving effect to arithmetical correction, if any.
- **8.2.** The L-1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction. The Reverse Auction would be conducted for Total Cost of ownership given in Bill of Material as per

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**Annexure- 14** of RFP or in a manner described in **Appendix-I** (Business Rules and Terms & Conditions of Reverse Auction).

#### 8.3. Online Reverse Auction

- **8.3.1.** Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.
- **8.3.2.** Reverse Auction event will be carried out among the technically qualified Bidders, based on evaluation of Part B-Technical Proposal, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.
- **8.3.3.** For finalization of the most competitive offer, the Bank will conduct "Reverse auction" The detailed procedure and Business rules for the Reverse auction is given as per **Appendix-I.**
- **8.3.4.** Bank will call the technically qualified bidders whose Commercial Bids (Indicative) have been opened by the Bank for participating in the Reverse auction process which will be conducted by an Auction company authorized by the Bank. Bank will share the contact details of the concerned person of the Auction Company. Specific rules for this particular event viz. date and time, CAP price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for "Reverse auction". However, the CAP price for Reverse auction will be fixed by the Bank.
- **8.3.5.** Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.
- **8.3.6.** The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per **Annexure-14** within 2 working days. Failure or refusal to offer the services/ goods at the price committed through Reverse Auction shall result in suspension of bidders from participating in the contract offers / tenders for a period of three years, which may please be noted.

#### 8.4. Re-auction/s Rules:

- **8.4.1.** Bank may consider the option of a Re-Auction/s in following circumstances:
  - **8.4.1.1.** At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
  - **8.4.1.2.** During the process of reverse auction, if there is no bid from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.
  - **8.4.1.3.** At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.
- **8.4.2.** Even after conducting Reverse Auction/ s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank. Bank at its discretion can advise all the technically qualified Bidders to submit the Closed Commercial Bid by giving sufficient time to the Bidders. If Bidder/s are not submitting the Commercial Bid in due date and time.
- **8.4.3.** If at the end of the Reverse Auction/ s only one Bidder submits their Bid, Bank reserves the right to place the entire order on L1 Bidder only.

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- **8.4.4.** Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.
- **8.5.** The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

#### F. OWNERSHIP & AWARDING OF CONTRACT

#### 1. Bid Validity Period:

The Offer submitted and the prices quoted therein shall be valid for **180 days** from the date of opening of Commercial Bid/ conducting Reverse Auction. Bid valid for any shorter period shall be rejected by the Bank.

#### 2. Proposal Ownership:

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

#### 3. Project Ownership:

- 3.1. If the bidder is offering solutions/ products from other bidders/ principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Supply, Installation and Maintenance of All-In-One Desktop Computers under rate contract which are relevant to this RFP.
- **3.2.** Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party is also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.
- **3.3.** The Bidder also has to submit a certificate/ Letter from OEM that the proposed Hardware, OS, any other related software and the solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles.

#### 4. Acceptance of Offer:

- **4.1.** The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- **4.2.** The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.

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- **4.3.** The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- **4.4.** The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/ withdraw the tender.

#### 5. Award of Contract:

- **5.1.** Bank will notify the name of the selected bidder/ s by display in the Notice Board of the Bank.
- **5.2.** For award of contract, the clauses mentioned in Section-G shall be applicable in addition to other provisions in the bidding document in this regard.
- **5.3.** The contract shall, be awarded and the order shall be placed on selected L1 Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- **5.4.** The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
- **5.5.** Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- **5.6.** The Shortlisted bidder/s will be required to supply the solution along with the hardware/software to various branches / Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.

#### 6. Distribution of Purchase order:

- **6.1.** The Bidder who has quoted lowest price in the reverse Auction, will be declared as **L1 Bidder**. L1 Bidder has to provide the final Bill of Material as per **Annexure-14** for L1 prices quoted in the Reverse Auction within 48 hours from the completion of reverse Auction Process.
- **6.2.** The Bidder who has quoted the 2nd lowest price in the Reverse Auction will be declared as **L2 Bidder**.
- **6.3.** The Bank reserves the right to split the quantities among L1 and L2 vendors for each item in proportions of 70:30 provided L2 vendors in each item is willing to match all the prices/ rates of the L1 Prices for that particular item and complying the other terms & condition of the RFP in a fair and transparent manner.
- **6.4.** Norms for distribution of purchase order is as under:
  - **6.4.1.** In case of selection of 2 Bidders, 70% of required quantity will go to L1 and remaining 30% of required quantity will be distributed to the next bidder.
  - **6.4.2.** First offer for matching the price with L1 will be given to L2 .In case L2 does not agree to match L1 price, then the offer will be extended to L3 and so on.
  - **6.4.3.** This does not give any right to L2, L3, L4, L5 and other Bidders to demand the distribution of purchase order.

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- **6.4.4.** The Bank reserves the right to place order on L1 and L2 bidder only irrespective of the fact whether the other bidders i.e. L3 and so on match their price with L1 bidder or not. In the event of L2, L3, L4 etc. are not matching the L1 price the entire quantity for that particular item will be awarded to L1 Vendor for that item.
- **6.4.5.** In case the Bank opts to procure 25% additional All-In-One Desktop Computers, the orders will be apportioned in the same 70:30 ratio only.
- **6.4.6.** Bank reserves the right to make changes, based on actual requirements, at the time of placing the orders.
- **6.4.7.** Minor deviations in the number of allotments if any, will be accounted for at the appropriate time to ensure equitable distribution.
- **6.4.8.** Bank reserve the rights to negotiate the rates where it deems necessary. In the event a bidder is not able to fulfil the contract, the Bank has right to cancel the order, invoke the Bank guarantee and to distribute the order to the other selected vendor/s.
- **6.5.** If at the end of the Reverse Auction/ s only one Bidder submits their Bid, Bank reserves the right to place the entire order on L1 Bidder only.
- **6.6.** Bank has the right to cancel the process before awarding any orders at any point of time without assigning any reasons.

#### 7. Effective Date:

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

#### 8. Project Execution:

The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Malappuram. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The Bidder shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected bidder.

#### 9. <u>Security Deposit / Performance Bank Guarantee:</u>

- **9.1.** The successful bidder should submit a Security Deposit of 3% of the contract value /Performance Bank Guarantee as specified in Bid schedule within 15 days from the date of acceptance of the Order or 21 days from the date of issue of Purchase Order whichever is earlier.
- **9.2.** If the Security Deposit / Performance Bank Guarantee are not submitted within the time stipulated above, penalty at 0.50% (Plus GST) for each completed calendar week of delay or part thereof on the value of the order (Exclusive of Taxes) will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (Plus GST) of the total order value (Exclusive of Taxes).

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- **9.3.** Security Deposit should be submitted by way of DD drawn on Kerala Gramin Bank payable at Malappuram / Bank Guarantee may be obtained from any of the Scheduled Commercial Banks (other than Kerala Gramin Bank). However, it should be as per the Appendix-G.
- **9.4.** The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Kerala Gramin Bank shall be in paper form. The format for submission of Security Deposit / Performance Guarantee in the form of Bank Guarantee is as per Appendix-G.
- **9.5.** Security Deposit/ Performance Bank Guarantee should be valid for total contract period from the date of last installation and shall be retained till the completion of Contract period. The guarantee should also contain a claim period as per the extant guidelines of RBI from the last date of validity.
- **9.6.** The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompletion of the project and warranty period.
- **9.7.** The security deposit / bank guarantee will be returned to the bidder on completion of Warranty Period, if no claims are pending.
- **9.8.** The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

#### **10.** Execution of Agreement:

- **10.1.** Within 21 days from the date of acceptance of the Order or within 30 days from the date of issue of Purchase Order, the selected bidder shall sign a stamped "Agreement" with the Bank at Malappuram as per the format to be provided by the Bank.
- 10.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

#### 11. Pricing:

- **11.1.** The Price offered to the Bank must be in Indian Rupees inclusive of all taxes and duties but Exclusive of **GST (CGST/ SGST/ IGST)**. The Vendor has to quote the applicable taxes separately in the Bill of Material.
- **11.2.** The item value along with GST should be claimed in the invoice and GST will be paid in actual at our end.
- **11.3.** No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.
- **11.4.** From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.
- **11.5.** Applicable Taxes will be paid at actuals.

#### 12. Order Cancellation/Termination of Contract:

- **12.1.** The Bank reserves its right to cancel the entire/ unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
  - **12.1.1** Delay in delivery beyond the specified period for delivery.
  - **12.1.2** Serious discrepancies noted in the items delivered.
  - **12.1.3** Breaches in the terms and conditions of the Order.
- **12.2.** The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
  - **12.2.1** Non submission of acceptance of order within 7 days of order.
  - **12.2.2** Excessive delay in execution of order placed by the Bank.
  - **12.2.3** The selected bidder commits a breach of any of the terms and conditions of the bid.
  - **12.2.4** The bidder goes in to liquidation voluntarily or otherwise.
  - **12.2.5** An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
  - **12.2.6** The progress made by the selected bidder is found to be unsatisfactory.
  - **12.2.7** If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- **12.3.** Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.
- **12.4.** In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days' prior notice to the bidder.
- **12.5.** After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- **12.6.** The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- **12.7.** In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/ non-compliance of the terms and conditions of the contract, to appropriate towards damages.

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#### **G. GENERAL CONDITIONS:**

#### 1. General Order Terms:

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

#### 2. Roles & Responsibility during Project Implementation:

- **2.1.** All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation and testing, commissioning maintenance during warranty and AMC etc., shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- **2.2.** The selected Bidder shall take all steps to ensure safety of Bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.
- **2.3.** In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- **2.4.** The selected bidder has to execute an Undertaking of Authenticity for Supply, Installation and Maintenance of All-In-One Desktop Computers under rate contract as per **Annexure-9.**

#### 3. Responsibilities of the Selected Bidder:

- **3.1.** The Selected bidder has to inform change in the management of the company, if any, to the Bank within **30 days** from the date of such change during warranty period.
- **3.2.** The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during warranty period and the selected Bidder shall provide the same.
- 3.3. The selected bidder shall submit updated Escalation Matrix for the product/ services on a Half-Yearly basis as at the end of 31<sup>st</sup> March and 30<sup>th</sup> September during warranty period.

#### 4. <u>Human Resource Requirement:</u>

The Bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

- **4.1.** The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/ service.
- **4.2.** The Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- **4.3.** In case the performance of the Bidder/ their CSP/agent/ employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank. The Bidder shall have to replace the said

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person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents /employees on its own.

- **4.4.** No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of the Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- **4.5.** The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- **4.6.** The Bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

#### 5. Responsibility for Completeness:

- **5.1.** The bidder shall ensure that the Solution provided [Hardware/Software etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP.
- **5.2.** The bidder shall deliver, install the equipment and port the software and arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all drivers / software required to install, customize and test the system without any further charge, expense and cost to Bank.
- **5.3.** The Bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

#### 6. Inspection of Records:

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

#### 7. Negligence:

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

#### 8. Assignment:

- **8.1.** The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP, except with the Bank's prior written consent.
- **8.2.** If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

#### 9. Publicity:

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

#### 10. Insurance:

The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their Factory /Godown to the location and such insurance cover should be available till installation of the Solution. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Solution.

#### 11 **Guarantees:**

The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

#### 12 Intellectual Property Rights:

- 12.1 Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment / software supplied on behalf of consortium as bidder.
- 12.2 In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied

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by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.

- 12.3 The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- **12.4** The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/ Software.

#### 13 Confidentiality and Non-Disclosure:

- **13.1** The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend; indemnify Bank for any loss / damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in **Annexure-6**.
- **13.2** No media release/ public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

#### 14 **Indemnity**:

- **14.1** The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
  - **14.1.1** The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
  - **14.1.2** Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- **14.2** The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.

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- **14.2.1** All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 14.2.2 The limits specified in above clause shall not apply to claims made by the Bank/ third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
- **14.2.3** All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.
- 14.3 Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

#### 15 Force Majeure:

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

#### **16** Responsibilities of the Bidder:

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

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

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- **16.4** Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with KERALA GAMIN BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 16.5 The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfil all the terms and conditions of this RFP.

#### 17 Corrupt and Fraudulent Practices:

- **17.1** As per Central Vigilance Commission (CVC) directives, it is required that /Bidders/Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- **17.2** "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- **17.3** "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- **17.4** The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- **17.5** The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 17.6 The decision of Bank in determining the above aspects will be final and binding on all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- **17.7** Any effort/ attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/ or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third

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- party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- **17.8** The selected bidder shall ensure compliance of eve guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation and Support of the Solution by the Bank.

#### **18 Amendments to the Purchase Order:**

Once purchase order is accepted by the bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

#### **19** Amendments to the Agreement:

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

#### **20 Modification/Cancellation of RFP:**

The bank reserves the right to modify/ cancel/re- tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/ cancellation.

#### 21 Social Media Policy:

- **21.1** No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- **21.2** The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
  - **22.2.1** Non-adherence to the standards / guidelines in relation to social media policy issued by the Bank from time to time.
  - **22.2.2** Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.

#### 22 Resolution of Disputes:

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

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#### 23 <u>Legal Disputes and Jurisdiction of the court:</u>

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

#### 24 Purchase Preference:

#### 24.1 Procurement through Micro & Small Enterprises [MSEs]

Procurement 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 supply 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 supply upto 20% of the total tendered value. In case of more than one such MSE, the supply shall be shared proportionally according to the tendered quantity.
- Bank shall procure 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 procurement from MSE owned by SC or ST entrepreneurs
- MSEs are also exempted from paying Application fee.
- 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.

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- 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.
- **24.1.1** 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.
- **24.1.2** The details are available on web site dcmsme.gov.in Interested vendors are requested to go through the same for details.

#### **ASSISTANT GENERAL MANAGER**

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#### Annexure - 1

### **Bid Covering Letter**

[On Firm's/ Company's letter head]

(to be included in Part A – Conformity to Eligibility Criteria Envelope)

Reference No:	Date:

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

Dear Sir,

SUB: RFP for Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty.

Ref: Your RFP - KGB/ITW/RFP - 03/2021 dated 24-06-2021.

Having examined the tender document including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to complete supply installation and maintenance of All-in-One Desktop copmuters under warranty as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the devices supplied as per the above referred RFP, during warranty support period. We enclosed the BID Security declaration along with the bid documents.

We agree to abide by this offer till entire contract period the date of opening of Commercial Bid/ conducting Online Reverse Auction and for such further period as mutually agreed between the bank and selected bidder, and agreed to in writing by the bidder.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts or any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. Bank reserves the right to verify / evaluate the claims made by the Bidder independently
We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations

Name

Designation

Signature with seal

Date:

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#### Annexure – 2

### **Eligibility Criteria Declaration**

[On Firm's/ Company's letter head]

(to be included in Part A – Conformity to Eligibility Criteria Envelope)

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

SUB: RFP for Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty.

Ref: Your RFP - KGB/ITW/RFP - 03/2021 dated 24-06-2021.

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
CONSTITUTION	a)	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 atleast last 3 years as on RFP date.	and Certificate of Commencement of business in case of Public Limited Company OR Certificate of incorporation in case of	

OEM	b)	Bidders shall be the Original Equipment Manufacturer (OEM)/Original Software Developer (OSD)/Original Software Owner (OSO) of the proposed All-in-One Desktop Computers and Microsoft Operating Systems.  OR  Authorized Indian supplier/Distributor/Partner/System Integrator (SI) of proposed Computer Hardware items with past 3 years of presence in India.	Bidder has to submit and Undertaking Letter stating that Bidder is Original Equipment Manufacturer (OEM)/ Original Software Developer (OSD)/ Original Software Owner (OSO) of the proposed Software/ Solution.  If the bidder is an Authorized Indian Supplier/Distributor/Partner/System Integrator, an Authorization letter from the OEMs of respective hardware items to deal/market their product in India and it should be valid for a minimum period of Six years from the date of submission of Bid.	
FINANCIALS	c)	The Bidder should have the Average Turnover of minimum Rs. 5 Crores for last three (3) financial years (i.e., 2017-18, 2018-2019, 2019-20) from Indian Operations only. This must be the individual company turnover and not of any group of companies.	Bidder has to submit copies of audited Balance Sheets for 3 Years [i.e., 2017-18, 2018-2019, 2019-20].  AND  Bidder must produce a certificate from the Company's Chartered Accountant to this effect.  The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.	
	d)	The Bidder should have Positive Net Worth as on 31/03/2020.	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 (UDIN).	
BIDDER EXPERIENCE	e)	The Bidder should have supplied and installed atleast 400 numbers of All-In-One Desktop Computers single/multiple orders during the period from 01/04/2017 to 31/03/2021 for Scheduled Commercial Banks/Government Departments/ Public Sector Units.	Purchase Order Copies/ Reference Letter mentioning to the effect should be submitted.	

	f)	The Bidder/OEM/OSD should have their own Service / Support Office across the state of Kerala.	The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc as per Annexure-4.  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 Annexure 4	
	g)	OEM should have valid ISO and BIS certificate for All-in-One Desktop Computer.	Copy of latest and valid certificate to be submitted.	
OEM EXPERIENCE	h)	Minimum 600 Nos of All-In-One Desktop Computers of the proposed OEM (not necessarily the model) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Scheduled Commercial Banks in India (not necessarily by the bidder) during the period from 01/04/2017 to 31/03/2021.	Purchase Order Copies /reference Letters duly mentioning the Make and quantity of the All-In-One Desktop Computers from the Customers to this effect are to be submitted.	
DECLARATION	i)	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	Declaration to this effect in Letter	
	j)	The bidder should not be from a country which shares a land border with India unless the bidder is registered with the competent authority. Supporting documents to be submitted with part A conformity to eligibility criteria.	A declaration in letterhead of the firm / company as per <b>Appendix L</b> is to be submitted.	

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k)	The bidder should not be	Bidder should submit Self
	involved in any legal case that	Declaration to this effect in Letter
	, )	
	may affect the solvency,	Head
	existence of theircompany or in	
	any way that may affecy	
	capacity to provide / continue	
	the service of the bank.	
	Supporting documents to be	
	submitted with part A	
	conformity to eligibility criteria.	

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.

Date: Signature with seal:

Name : Designation :

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#### **Annexure-3**

### **Bidder's Profile**

[On Firm's/ Company's letter head]

(to be included in Part A – Conformity to Eligibility Criteria Envelope)

SUB: RFP for Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty.

Ref: Your RFP - KGB/ITW/RFP - 03/2021 dated 24-06-2021.

SL No.	Particulars		Details
a)	Name of the F		
b)	Proposed Solution Name with Name of		
c)	Constitution (	(Ltd./Pvt.Ltd/Firm).	
d)	Date of Establ	ishment/ Incorporation	
e)	Whether registered as MSE for the item under the RFP?  (Proof of registration as MSE indicating terminal validity date of registration for the item under the RFP.)		
f)	Address of Corporate Office		
g)	Address of the Registered Office		
		Name	
	Particulars of the	Designation	
h)	primary	Address for correspondence	
	person (Authorized	Phone No (Land line)	
	signatory of	Mobile No	
	the Bidder)	Email address	
i)	Particulars	Name	

	of the secondary contact person	Designation  Mobile No  Email address	
j)	Firm/ Company	Website Address	
k)	Firm/ Company Website Address  Firm/ Company PAN Number Firm/ Company GST Number  Beneficiary Bank Details  Beneficiary Name:  Beneficiary Account Number:  Type of Bank Account ( Current /OD/OCC/etc.)  IFSCode:  Beneficiary Bank Name & Bank Address:		

Date:	Signature with seal	:
	Name :	:
	Designation	

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#### **Annexure- 4**

## **Service Support Details**

[On Firm's/ Company's letter head]

(to be included in Part A – Conformity to Eligibility Criteria Envelope)

SUB: RFP for Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty.

Ref: Your RFP - KGB/ITW/RFP - 03/2021 dated 24-06-2021.

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

SL NO.	HO/ RO	Postal Address	Mobile number, landline number and Email ID	Number of Engineer and service staff
1	Malappuram (HO)	Building No.18/953, Opposite to Municipal Office, AK Road, Malappuram -676505	9400999060 rompm@keralagbank.com	
2	Thiruvananthapuram	Praveen Towers, Bakery Junction, GPO, Thiruvananthapuram - 695001	9400999044 rotvm@keralagbank.com	
3	Kottayam	Ist Floor, KGB Towers, Samkranthi Junction, Perumbaikadu, Kottayam - 686016	9400999977 roktm@keralagbank.com	
4	Ernakulam	Coastal Towers (Karithatt), Near Samskara Junction, Pipeline Road, Palarivattom, Ernakulam - 682025	9400999049 roekm@keralagbank.com	

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	I	T		
5	Thrissur	Third Floor, Sun Tower, Thrissur East Fort, Jubilee Mission Post, Thrissur - 680005	9400999087 rotsr@keralagbank.com	
6	Kozhikode	Devan's Tower, East Hill Road, Karaparamba, Kozhikode - 673010	9400999088/330 rokzd@keralagbank.com	
7	Kalpetta	Ammu's Complex, Near Ananthaveera theatre, Main Road, Kalpetta - 673121	9400999958 rokpt@keralagbank.com	
8	Kannur	KGB Towers, Pallikunnu, Kannur - 670004	9400999043 roknr@keralagbank.com	
9	Thalassery	KGB Towers, Pallikunnu, Kannur - 670004	9400999050 rotly@keralagbank.com	
10	Kasaragod	KMC XII/38 C1, Tiger Hills Building, Kasaragod – 671121.	9400999048 roksd@keralagbank.com	

Date:	Signature with seal:
	Name :
	Designation

#### **Annexure 5**

# <u>Track Record of Past Delivery & Installation of All-In-One Desktop</u> Computers

[On Firm's/ Company's letter head]

(to be included in Part A – Conformity to Eligibility Criteria Envelope)

SUB: RFP for Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty.

Ref: Your RFP - KGB/ITW/RFP - 03/2021 dated 24-06-2021.

C. H Didde.	
ne of the Bidder	

#### <u>List of Bidder's Major Customers in Last 3 Years and References</u>

SL No	Name of the Client/s where All-In-One Desktop Computers were delivered	Contact Person's Name	Telephone No	Address
1	2	3	4	5

(Enclose necessary documentary proof)

Date: Signature with seal:
Name: Designation:

#### **Annexure-6**

### **Non-Disclosure Agreement**

[On Firm's/ Company's letter head]

(to be included in Part A – Conformity to Eligibility Criteria Envelope)

SUB: RFP for Supply, Installation and Maintenance of All-In-One Desktop Computers

under warranty. Ref: Your RFP - KGB/ITW/RFP - 03/2021 dated 24-06-2021. we,----- having WHEREAS, Registered Office at -----, hereinafter referred to as the Bidder, are agreeable to provide IT Infrastructure services to Kerala Gramin Bank, having its office at KGB Towers, AK Road, Uphill, PB No-10. Malappuram -676505, Kerala hereinafter referred to as the BANK and, WHEREAS, the Bidder understands that the information regarding the Bank's IT Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and WHEREAS, the Bidder understands that in the course of submission of the offer for the subject RFP and/ or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs / duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property /information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so. The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said solution, will not be disclosed during or subsequent to submission of the offer to the BANK, to anyone outside the BANK. The Bidder shall not, without the BANKs written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance. Date: **Signature with seal:** Name Designation

# <u>Annexure-7</u> <u>Technical Requirements for All-In-One Desktop Computers</u>

[On Firm's/ Company's letter head]

(to be included in Part B – Technical Proposal Envelope)

SUB: RFP for Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty.

Ref: Your RFP - KGB/ITW/RFP - 03/2021 dated 24-06-2021.

#### Note:

- 1. The Bidder shall specifically mention the make and model of the items offered for all the requirements in terms of RFP without fail, failing which the Bid is liable for rejection.
- 2. If the Bidder feels that certain features offered are superior to what has been specified by the Bank, it shall be highlighted separately. Information regarding any modification required in the proposed configuration to meet the intent of the specifications and state-of-the-art technology shall be provided. However, the Bank reserves the right to accept the modifications / superior features suggested / offered.
- 3. The Bidder shall provide all other required equipment and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.
- 4. The selected bidder shall own the responsibility to demonstrate that the products offered are as per the specification/performance stipulated in this RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to the Bank.

#### I. Technical Specification of All-In-One Desktop Computers

SI No.	Components	Required Configurations	Compliance (Yes/No)	Remarks
a.	Make (Commercial – Enterprise Model)	Must be specified and relevant brochure must be enclosed.		
b.	Model Name and No.	Must be specified		
c.	Form Factor	" All-In-One" with USB keyboard and mouse. All-In-One should have stand with tilt feature.		
d.	Monitor	with tilt feature.  21" or Higher with Antiglare and LED backlight. Aspect Ratio of16:9, 1000:1 (Brightness). Resolution Full HD (1920x1080), Built in speaker.		

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e.	СРИ	Intel® Core™ 9 <sup>th</sup> Gen i5-9500T processors (2.20 GHz base frequency, 3.70 Ghz Turbo frequency, 9MB Cache, 6 cores, 6 threads) or equivalent or Higher	
f.	Memory	8X1 GB DDR4 RAM-2666 MHz or higher expandable upto 32 GB or more with minimum 2 DIMM Slots.	
g.	Mother Board	OEM logo should be embossed on the mother board (Sticker is not acceptable). System should be able to support OS - 64 bit.	
h.	Front side Bus speed	Minimum 800 MHz	
i.	Chipset	Intel® B360/Q370 or higher chipset motherboard.	
j.	Graphics	Intel UHD Graphics or equivalent or higher.	
k.	Processor Thermal Design Power (TDP)	35 W or less	
I.	Bus Architecture	Integrated/On Board Graphics, 1 PCI / PCI E mini (optional) or higher.	
m.	Hard Disk Drive	512 GB SSD upgradable up to 1TB SSD.	
n.	Networking facility	100/1000 Mbps integrated Ethernet card with remote booting facility, remote system installation, remote wake up compatible.	
0.	Wireless Connectivity	Integrated wireless 802.11 ac dual band	
p.	Ports	5 USB or higher (min. 3 USB 3.1), (1 Microphone & 1 Headphone or One Headphone/ microphone combo pack (3.5mm)), 1 Audio Out, 1 Rj45 Ethernet port, HDMI 2.0 or above.	
q.	Camera	Full HD web cam with at least 70 Degree view angle (Field of View) and integrated microphone.	
r.	Key Board	104 Keys Mechanical (Windows & Linux Compatible) with Rupee symbol on keyboard. Should have 50 Million characters keystroke life.	

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s.	Mouse	Two button optical scroll Mouse of OEM Make.	
t.	Power Supply	OEM Standard External Power Supply (Adaptor with Input :100-240 V, 50-60 Hz).	
u.	Operating System (OS)	Genuine Windows 10 Professional 64 Bit with Recovery DVD should be loaded with the image given by the Bank.	
v.	Certificaitons	OS Certifications - Win Logo 10 OS, Linux, RoHS and EPR Certificate or better Certifications.	
w.	ISO Certifications	The System(s) should be from OEM having ISO 9001 and ISO 14001 certifications	
x.	Other Technical Requirements	OS installation/re-installation should be done by the successful bidder in case of any error/ corrections/corruption in OS without any extra cost to the Bank.  Bank will inform the partition at the	
	requirements	time of placing LOI/Order.  Bidder has to configure the Backup of the Drive in the nearest AIO/PC available at the Branch/office.	

Date:	Signature with seal:
	Name :
	Designation :

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#### **Annexure-8**

## **Scope of Work**

[On Firm's/ Company's letter head]

(to be included in Part B – Technical Proposal Envelope)

SUB: RFP for Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty.

Ref: Your RFP - KGB/ITW/RFP - 03/2021 dated 24-06-2021.

SI No	Board Scope of Work	Compliance (Yes/No)
1.	The Scope of the work is for Supply, Installation and Maintenance of All-In-One Desktop Computers as per the quantity detailed under clause 7 of Section B and elsewhere in the document.	
2.	The Bidder should maintain the system during warranty period. During the warranty period, the Bidder is bound to do all hardware spares replacement without extra cost to Bank covering all parts & labour from the date of acceptance of the systems by Kerala Gramin Bank at the respective locations i.e., on-site comprehensive warranty.	
3.	The Bidder shall deliver All-In-One Desktop Computers at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank.	
4.	For each location, the Bidder is expected to provide All-In- One Desktop Computers with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc. The software version installed on the All-in-One Desktop Computers provided by the Bidder should be uniform.	
5.	The Bidder will be the single point of contact to the Bank	
6.	The configuration as per the technical and other specifications of the All-In-One Desktop Computers must be functional and installed from the day one.	
7.	In case hard disk of the All-in-One Desktop Computer is to be replaced, Bank will degauss the Hard Disk. Only degaussed hard Disk will be returned to the successful Bidder after installation of new Hard Disk and required installation (including OS & Software).	
8.	Installation/Configuration of Existing Antivirus solution (Bank is having necessary Licence) and Migrating the All-in-One Desktop Computers to Desktop Management System (DMS). Migration steps will be provided to the selected Bidder.	
a	The Customized Windows 10 Professional OS Image DVD (with preinstalled applications & settings) will be provided	

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		by the Bank at the time of awarding Purchase order (For the	
		selected Bidder). The Image provided by the bank only	
		should be used for installation of All-in-One Desktop	
		Computers of Kerala Gramin Bank only	
		The Bidder has to follow the guidelines of the Bank such as	
	b	providing "HOST NAME", "Updating Antivirus definition" etc.,	
		as per the Bank's policy during the downgrade processes.	
		The bidder(s) must undertake to provide Post Warranty on-	
		site Maintenance Support for supplied All-in-One Desktop	
		Computers with operating system and arrange for spare	
9.		parts for a minimum period of 3 year after expiry of warranty	
		period for all Hardware items. The Bidder shall provide	
		service/support from 9 am to 7 pm on all Bank's working day	
		for Branches / Offices with maximum resolution/response	
-		time specified in the RFP.  The successful Bidder has to ensure the transferring of	
		Data/Files/installed software from old Desktop Computers (if	
		any) to the supplied All-in-One Desktop Computer as	
		required by the Bank. Data transfer shall be done through	
10.		USB or LAN without any extra cost. The successful Bidder is	
10.		also required to transfer user files to new All-in-One Desktop	
		Computers from old Desktop Computers in branch/office	
		and after data transfer the old Desktop Computers should	
		be formatted without any additional cost.	
		Bidder has to arrange for taking backup of existing Desktops	
		for data migration from the existing machine to new	
11.		machine in case of replacement of Desktops Computers. The	
		following activity also to be completed by the Bidder while	
		installation of the Desktops in the Branches / Offices: -	
	а	Installation of MS Office (Wherever required).	
	b	Installation of Antivirus.	
	С	Installation of Unicode Hindi fonts and other utilities.	
		Making necessary configuration required for working of	
	d	Finacle and Biometric device installation and ensure	
		functioning of CBS application.	
	е	Joining with Bank's Active Directory and PC naming.	
	f	IE Settings, Printer settings, Email Configuration etc. to be	
-		done and the same will be provided to the bidder.	
	g	The required software will be provided by the bank. Bidder	
-	-	has to update the OS patches also for entire contract period.	
		Installation/ reinstallation of Operating System after formatting of the All-in- One Desktop Computers due to any	
		reason whatsoever during warranty/ AMC period (if	
		contracted) shall be done by the bidder without any extra	
12.		cost to the Bank. Before formatting, backup of data and	
12.		restoration of data after OS installation is bidder's	
		responsibility. After Instllation/ or reinstallation bidder has	
		to complete the activity and /or install the software	
		mentioned in Scope of Work.	
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13.	In case of Replacements of old Hardware Items with the newly ordered Hardware Items in the Branches/offices. The end-tö-end activity to be taken care by the selected bidder and all the charges related to the activity to be included in the cost price of the item itself, whether it is explicitly mentioned in the RFP or not. Bank will not pay any extra cost for the same.	
14.	Replacement of existing old hardware items should be done with minimum disturbance to the Branches/offices so as to ensure smooth functioning of the Branch/office during the replacement process.	
15.	The Bidder's scope of work as per the conditions of RFP and technical specifications shall be to supply & Installation of ordered Equipment, transportation, transit insurance, local delivery, storage and installation insurance up to acceptance by the Bank and also includes documentation, warranty, annual maintenance (if contracted).	
16.	The Bidder has to supply all the Hardware items to the ordered locations as per the Technical Specifications mentioned in the Annexure-7.	
17.	The Bidder shall be fully responsible for Delivery, Installation and Maintenance of the ordered Hardware Items.	
18.	The Bidder shall provide all other required equipment and services if any, whether or not explicitly mentioned in this RFP, to ensure the successful installation and functioning of the Hardware Items ordered to the respective Branches/ offices.	
19.	Successful bidders have to setup centralized helpdesk as per clause 5 of the Section-C of this RFP.	
20.	For the above setup, bidders are expected to install all the required Hardware & Software and Bank will provide only sitting space.	
21.	All the items (Hardware & Software) would be covered under comprehensive warranty/AMC except consumables. If there is any gap between Bank's requirement and OEM warranty/AMC then it will be the responsibility of bidder to fill up the gap.	
22.	Successful bidder will be responsible for affixing asset tags and complete inventory details of each hardware equipment supplied to the Bank. The Asset Tags so printed by the successful bidder must have the company's logo along with other details like warranty/AMC validity, call logging no., mail id etc. The asset tag details for the Hardware would be mutually decided by the Bank and the successful bidder.	

Date: Signature with seal: Name :

Designation :

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#### **Annexure-9**

### **Undertaking of Authenticity**

[On Firm's/ Company's letter head]

(to be included in Part B – Technical Proposal Envelope)

SUB: RFP for Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty.

Ref: Your RFP - KGB/ITW/RFP - 03/2021 dated 24-06-2021.

We hereby undertake that all the hardware components/parts/assembly/software's used in the **All-In-One Desktop Computers** under the above like Servers, Switches, Hard Disk, Monitors, Memory etc., shall be original new components/parts/assembly/software only from respective OEMs/OSDs/OSOs of the products and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.

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

We confirm that the OS and software is free from bugs, malware, covert channels in code etc.

Should you require, we hereby undertake to produce the certificate from our OEM/OSD/OSO supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM/OSD/OSO supplier's at the time of delivery or within a reasonable time.

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

Date:	Signature with seal	l:
	Name	:
	<b>Designation</b>	:

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#### **Annexure-10**

### **Compliance Statement**

[On Firm's/ Company's letter head]

(to be included in Part B – Technical Proposal Envelope)

SUB: RFP for Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty.

Ref: Your RFP - KGB/ITW/RFP - 03/2021 dated 24-06-2021.

#### **DECLARATION**

We understand that any deviations mentioned elsewhere in the bid will bnot be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Description	(Yes/No)	Remarks/Deviations
Compliance to Terms and Conditions		
Compliance to Technical & Functional Requirements/ Specifications of the subject RFP		
Compliance to Scope of Work of the subject RFP		

				e specifications	

Date:	Signature with sea	re with seal:	
	Name	:	
	Designation	:	

#### **Annexure-11**

### **Undertaking Letter**

[On Firm's/ Company's letter head]

(to be included in Part B – Technical Proposal Envelope)

SUB: RFP for Supply, Installation and Maintenance of All-In-One Desktop Computersunder warranty.

Ref: Your RFP - KGB/ITW/RFP - 03/2021 dated 24-06-2021.

- **a.** We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only.
- **b.** We also confirm that we have quoted the solution with GST only.
- **c.** We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- **d.** We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- **e.** We hereby confirm to undertake the ownership of the subject RFP.
- **f.** We also confirm that we have quoted for post warranty AMC rates ( as per terms and conditions of the tender ), giving the rates/ price in Bill Of Material (BOM).
- **g.** We hereby undertake to provide necessary hardware with latest product and software with latest version and any third party licenses with latest version required for the implementation of the Solution. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Date:	Signature with sea	re with seal	
	Name		
	Designation	:	

#### **Annexure-12**

### **Escalation Matrix**

[On Firm's/ Company's letter head]

(to be included in Part B – Technical Proposal Envelope)

SUB: RFP for Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty.

Ref: Your RFP - KGB/ITW/RFP - 03/2021 dated 24-06-2021.

Name of the Firm/ Company:

**Delivery Related Issues:** 

SI No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second Level Contact (if response not received in 24 Hours)					
C.		Regional/Zonal Head (if response not received in 48 Hours)					
d.		Country Head (if response not received in one week)					

#### Name of the Company:

#### **Service Related Issues:**

SI No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second Level Contact (if response not received in 4 Hours)					
C.		Regional/Zonal Head (if response not received in 24 Hours)					
d.		Country Head (if response not received in 48 week)					

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

Date:	Signature with se	th seal:	
	Name	:	
	Designation		


### **Annexure-13**

Manufacturer/Authorised Distributor in India Authorization Form
[Note: This Format Letter should be on the letter head of the OEM and should be signed by an Authorised Signatory of the manufacturer]
No dated
The Assistant General Manager, Kerala Gramin Bank, Information Technology Wing, Head Office, KGB Towers, First Floor, A K Road, Malappuram, Kerala – 676505.
SUB: RFP for Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty.
Ref: Your RFP - KGB/ITW/RFP - 03/2021 dated 24-06-2021.
We
We (Manufacturer/Indian Distributor) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for contract period from the date of installation.
We (Manufacturer/Indian Distributor) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided

by M/s for all the products quoted for and supplied to the bank during the
Contract period. In case this is not considered while quoting and in the event M/s fall in their obligations to provide the updates within 30 days of
release/announcement, we hereby confirm that we will provide the same to the bank with no additional cost to the bank and we will directly install the updates and any new Operating Software releases at the bank's premises.
We also confirm that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations. We also confirm that all the equipment offered are not "End of Life" during the next One Year and "End of Support" for a minimum period of Six Years.
We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and or during the period of contract.
Yours faithfully
<u>(Name)</u>
For and on behalf of M/s

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#### **Annexure-14**

#### **Bill of Material**

SUB: RFP for Supply, Installation and Maintenance of All-In-One Desktop Computers under warranty.

Ref: Your RFP - KGB/ITW/RFP - 03/2021 dated 24-06-2021.

#### **Notes**

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

### Table-A

#### **Price details of All-In-One Desktop Computers**

(Amount in Rupees)

Requirement Details	Unit price with 3 years comprehensive onsite warranty and support ( Excl. of Tax)	/ATS charge pletion of wa od of 3 years . of Tax)		of Tax)	Unit price with 3 years comprehensive onsite warranty and AMC/ATS charge after warranty period (Excl. of Tax)	Quantity	Total Cost price with 3 years comprehensive onsite warranty and 3 years AMC/ATS after warranty period (Excl. of Tax)	Tax for Column G		Price with 3 years comprehensive onsite warranty and 3 years AMC/ATS after warranty period (Incl. of Tax)
		4th Year	5th Year	6th Year				Tax %	Tax Amt	
	A	В	С	D	E = A+B+C+D	F	G = E x F	Н	I	J = G + I
All-In-One Desktop computers as per Annexure-7 and Annexure-8						2,250				

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### **Undertaking**

- **1.** Bill of Material submitted on the letter head and is signed by an Authorized Signatory with Name and seal of the Company.
- **2.** We confirm that we have gone though RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- **3.** We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- **4.** We agree that no counter condition/ assumption in response to commercial bid will be accepted by the Bank. Bank has a right to regection such bid.
- **5.** We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date:	Signature with seal:
	Name :
	Designation :

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### **Appendix-A**

# <u>Instruction to be noted while preparing/submitting Part A-</u> <u>Conformity to Eligibility Criteria</u>

The Proposal should be made in an organized, structured, and neat manner. Brochures/leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature (not initials) of the authorized signatory. **All the Annexures should be submitted in Bidder's Letter Head only.** 

- 1. Index of all the documents submitted with page numbers.
- 2. Cost of Tender document by way of DD payable at Malappuram/Exemption Certificate.
- 3. Self-Declaration of MSEs on their Letter Head as per Form PP-B.
- 4. Power of Attorney/Authorisation letter signed by the Competent Authority with the seal of the bidder's company/firm in the name of the person signing the tender documents.
- 5. Bid Covering letter as per Annexure-1
- 6. Eligibility Criteria declaration as per Annexure-2 with documentary proof in support of the Eligibility Criteria.
- 7. Bidder's Profile as per Annexure-3.
- 8. Service Support Details as per Annexure-4.
- 9. Track Record of Past Delivery and Installation of All-In-One Desktop Computersas per Annexure-5.
- 10. Non-Disclosure Agreement as per Annexure-6.
- 11. Write up on the Work Experience/Expertise of Supply and Installation of All-In-One Desktop Computers.
- 12. Bidder should have central help Desk available on 24x7x365 basis for support and compliant booking. Details of the Help Desk Phone no. & Email ID to be provided.
- 13. Bid security declaration as per Appendix F
- 14. Declaration on restriction for procurement as per Appendix L

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### **Appendix-B**

# <u>Instruction to be noted while preparing/submitting Part B-</u> <u>Technical Proposal</u>

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures/leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature (not initials) of the authorized signatory. **All the annexures should be submitted in Bidder's Letter Head.** Technical Offer for this RFP shall be made as under:

- 1) Index of all the documents submitted with page numbers.
- 2) Compliance to Technical Specification for **All-In-One Desktop Computers**should be complete with all columns filled in as per **Annexure-7**
- 3) Compliance to the Scope of Work as per **Annexure-8.**
- 4) Undertaking Letter of Authenticity for Supply, Installation and Maintenance of All-In-One Desktop Computers under rate contract as per **Annexure-9**
- 5) Compliance Statement as per Annexure-10
- 6) Undertaking Letter as per **Annexure-11**.
- 7) Escalation Matrix as per **Annexure-12**
- 8) Manufacturer Authorization form as per Annexure-13
- 9) Masked bill of Material as per **Annexure-14**
- 10) Technical Documentation (Product Brochures, Leaflets, Manuals, Drawings).

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### **Appendix-C**

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

The commercial Bid should be made in an organized, structured, and neat manner. Brochures/leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filled and paginated (serially numbered) with seal and signature of the authorized signatory. **All the Annexures should be submitted in Bidder's Letter Head.** 

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

**1.** Bill of Materials as per **Annexure-14.** 

Note: following Appendixes are uploaded in Bank's website under URL: <a href="https://www.keralagbank.com/tenders/">https://www.keralagbank.com/tenders/</a>

Bid Formats					
Appendix-D	Format for Sending Prebid Queries.				
Appendix-E	Authorization Letter Format.				
Bank Guarantee Formats					
	Bid security declaration				
Appendix-F	bid security decidration				
Appendix-G	Proforma of Bank Guarantee for Contract Performance				
Appendix-H	Format for Bank Guarantee for Advance Warranty Payment.				
Reverse Auction Formats					
Appendix- I	Business Rules and Terms and Conditions of Reverse Auction.				
Appendix –I(1)	Pre Bid Confirmation Post Reverse Auction.				
Appendix-I(2)	Reverse Auction Compliance Statement.				
Appendix-J	Location Details.				
Appendix-K	Service Report.				
Appendix - L	Declaration on restriction for procurement				