



REQUEST FOR PROPOSAL (RFP)

FOR

SUPPLY, INSTALLATION AND MAINTENANCE OF DESKTOP COMPUTERS

FOR

KERALA GRAMIN BANK

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

RFP Number : KGB/ITW/RFP - 04/2021 dated 19-08-2021

RFP issued by

**Kerala Gramin Bank
Head Office: IT Wing, KGB Tower,
A K Road, Malappuram, Kerala – 676505**

A. BID SCHEDULE AND ABBREVIATIONS**1. BID SCHEDULE**

Description	Details
RFP No. and Date	KGB/ITW/RFP - 04/2021 dated 19-08-2021.
Name of the Wing	Information Technology Wing
Brief Description of the RFP	Supply, Installation and Maintenance of Desktop Computers.
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
	Tel- 0483-2736375,2730179 Mob – 9400999994,9400999041,9400999089
Date of Issue of RFP	19-08-2021
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., https://www.keralagbank.com/tenders/). 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	09-09-2021, Thursday upto 3.00 PM
Date, Time & Venue for opening of Part A-Conformity to Eligibility Criteria and Technical Bid Part-B	09-09-2021, Thursday 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 style="list-style-type: none"> • Pre-bid meeting will be held on 31-08-2021, Tuesday at 3.00 PM via online. (link will share before one day prior to the scheduled meeting). • Pre-bid queries should be submitted as per Appendix-D. • Pre-bid queries to E-mail itwing.kgb@keralagbank.com must reach us on or before 30-08-2021, Monday 3.00 PM. Subject of the E-mail should be given as "Pre-bid queries for RFP Ref - KGB/ITW/RFP - 04/2021 dated 19-08-2021". • Pre-bid query response will be published along with Amendments (if any) in our website on 02-09-2021.
Other Details	<ol style="list-style-type: none"> 1. The bidders must fulfil the Pre-Qualification criteria for being eligible to bid. 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 https://www.keralagbank.com/tenders/. 3. No suggestions or queries shall be entertained after pre-bid meeting.

This document can be downloaded from following website <https://www.keralagbank.com/tenders/>. 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., <https://www.keralagbank.com/tenders/>). 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 (<https://www.keralagbank.com/tenders/>)** 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	Network Monitoring Solution
6.	BG	Bank Guarantee
7.	BOM	Bill of Material
8.	DD	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	Integrated Services Digital Network
16.	ITIM	IT Infrastructure Monitoring
17.	ITU	International Telecommunication Union
18.	LAN	Local Area Network
19.	LD	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
24.	MTTR	Mean Time To Restore
25.	NEFT	National Electronic Funds Transfer
26.	NI Act	Negotiable Instruments Act
27.	NPMD	Network Performance Monitoring and Diagnostics
28.	OEM	Original Equipment Manufacturer
29.	OS	Operating System
30.	OSD	Original Software Developer
31.	OSO	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, 314 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 Desktop Computers".
- 2.3. 'Bidder'** means a vendor submitting the proposal in response to RFP.
- 2.4. 'Solution'** means "Supply, Installation and Maintenance of Desktop Computers" 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 Desktop Computers for its Branches/Offices spread across Kerala .
- 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 Contract with selected Bidder for Supply, Installation and Maintenance of Desktop Computers. This 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.

- 4.2. The selected Bidder will enter into a Contract with the Bank centrally at IT Wing, Head Office for supply of Desktop Computers as per the specifications mentioned in **Annexure-7** and other requirements mentioned in the RFP.
- 4.3. The selected bidder will undertake to ensure availability of offered Desktop Computers during the 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 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 Desktop Computers " in the Bank shall hereinafter be referred as "Solution".
- 5.2. Interested Bidders, who can Supply, Install & Maintenance of Desktop Computers 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 end-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 Desktop Computers 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 Desktop Computers is furnished in following table:

ITEM DETAILS	Tentative Requirement (QUANTITY)	LOCATION
Supply, Installation and Maintenance of Desktop Computers as per Technical Specifications narrated in Annexure - 7	2250	The Details of the Branches/Offices where the 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 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 Desktop Computers is furnished in **Annexure-7**. All the Hardware/Software ordered for Supply, Installation and Maintenance of Desktop Computers should have comprehensive onsite warranty of 3 years & AMC of 2 Years.
- 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 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.

C.DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAs)

1. Delivery & Installation:

- 1.1.** Bank shall provide the address and contact details for delivery of 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 Desktop Computers should be within **8 weeks** from the date of acceptance of the Purchase Order (or) **10 weeks** from 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 **4 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.

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- 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.
- 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 Desktop Computers in 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 Desktop Computers, per week or part thereof, on the order value of the 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 Desktop Computers, per week or part thereof, on the Order value of the 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 Desktop Computers are not repaired/ replaced within a Business day, Bank shall impose a penalty of Rs. 100 (Plus GST) per Desktop Computers per day and part thereof, for the 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.

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 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 .
- 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 section, "defective Solution" includes, but is not limited to: a) broken seals; b) missing items; c) Hardware/ Software that are not as per RFP terms and (d) non-compatibility with Finacle version 7 and above.
- 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 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):

- 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 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 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.
- 9.4. The Bank will pay AMC charges for 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.
- 9.5. During the Warranty and AMC period, the Bidder should extend the On-Site Service Support. The scope of Warranty and AMC shall include
 - 9.5.1. Rectification of Bugs/defects if any.
 - 9.5.2. Preventive Maintenance Yearly.
 - 9.5.3. Maintenance of Desktop Computers including Software drivers.

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.

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 compliant 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 itwing.kgb@keralagbank.com by the intending bidders as per the schedule.
- 1.3.** No queries 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.
- 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. <https://www.keralagbank.com/tenders/>) 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. **Part B-Technical Proposal:** 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. Part C-Commercial Bid (Indicative): 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 envelopes 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 Desktop Computers in response to RFP- KGB/ITW/RFP - 04/2021 dated 19-08-2021."** (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' 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-04/2021 dated 19-08-2021 for Supply, Installation and Maintenance of Desktop Computers"**.

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 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-04/2021 dated 19-08-2021 for Supply, Installation and Maintenance of Desktop Computers"**.

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 Conditions 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-04/2021 dated 19-08-2021 for Supply, Installation and Maintenance of Desktop Computers"**.

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**.
- 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. Documentation:

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. Assumptions/Presumptions/Modifications:

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 Kerala Gramin Bank, IT Wing, Head Office, KGB Towers, A K Road, Malappuram, Kerala - 676505. <i>Tel: 0483 2736375</i> Mob: 9400999994 E-mail: itwing.kgb@keralagbank.com	Senior Manager Kerala Gramin Bank, IT Wing, Head Office, KGB Towers, A K Road, Malappuram, Kerala - 676505. <i>Tel: 0483 2730179</i> Mob:94000999071, 9400999041, 9400999089 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.**
- 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.

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- 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 <https://www.keralagbank.com/tenders/>. In that event, the bidders should pay the Tender Fee amount (Non Refundable) as mentioned in the Bid Schedule towards tender document by means of DD drawn on any scheduled Commercial Bank in favour of Kerala Gramin Bank, payable at Malappuram. 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 category 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 Bids 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 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:

3.5.1 Bank will conduct Reverse Auctions for arriving at L1/ L2/ L3..... etc.

3.5.2 For arriving the Total cost of ownership, AMC cost for the 4th and 5th year quoted by the bidder, discounted @8% p.a., will be added to the price offered for the desktop PC.

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 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 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. Intimation to Qualified/Successful Bidders:

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. <https://www.keralagbank.com/tenders/>). 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 **Annexure- 14** of RFP or in a manner described in **Appendix-I** (Business Rules and Terms & Conditions of Reverse Auction).
- 8.3.** In case the Bank feels that the AMC charges mentioned in the Bill of Material is abnormally low and it is for the sole purpose of winning the Bid, the Bank at its discretion may decide whether to proceed with the bidder or not.

8.4. Online Reverse Auction

- 8.4.1.** Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.
- 8.4.2.** 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.
- 8.4.3.** 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**.
- 8.4.4.** 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.
- 8.4.5.** 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.

8.4.6. 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.

8.5. Re-auction/s Rules:

8.5.1. Bank may consider the option of a Re-Auction/s in following circumstances:

8.5.1.1. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.

8.5.1.2. 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.

8.5.1.3. At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.

8.5.2. 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.

8.5.3. 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.

8.5.4. 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.

8.6. 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 Desktop Computers** 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.
- 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.
 - 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 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 selected bidder should supply 2 systems one at PMO, Bengaluru and one at HO so as to ensure compatability with the Bank's software. 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. Security Deposit / Performance Bank Guarantee:

- 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).

- 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 (3+2 years) 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 incompleteness of the project and warranty period.
- 9.7.** The security deposit / bank guarantee will be returned to the bidder on completion of Contract 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.

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 Desktop Computers 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 31st March and 30th September during warranty period.

4. Human Resource Requirement:

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 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 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.
- 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.
- 15.5** As the impact of Covid-19 pandemic is prevailing while releasing this RFP itself, the Force Majeure clause will not be applicable for delivery and installation timelines, except for national level complete lockdown or triple lockdowns imposed by state governments in transit/delivery locations that may come into effect after the issue of purchase order.

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.
- 16.4** Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with KERALA GRAMIN 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 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.

23 Legal Disputes and Jurisdiction of the court:

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 & Medium 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.
- 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.

25 Limitation of Liability

Bidder's liability to Kerala Gramin Bank under this RFP is limited to the amount payable by Kerala Gramin Bank to Bidder for the relevant Order. Neither Kerala Gramin Bank nor Bidder will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

ASSISTANT GENERAL MANAGER

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 Desktop Computers .

Ref: Your RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021.

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 Desktop computers 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 on 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.

Date:

Signature with seal

Name :

Designation :

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 Desktop Computers .

Ref: Your RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021.

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.	Copy of Certificate of LLP registration (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company OR Certificate of incorporation in case of Private Limited Company, issued by the Registrar of Companies.	

OEM	b)	Bidders shall be the Original Equipment Manufacturer (OEM)/Original Software Developer (OSD)/Original Software Owner (OSO) of the proposed 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.	
	c)	The Bidder should have the Average Turnover of minimum Rs. 25 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.	
FINANCIALS	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).	
	e)	The Bidder should have supplied and installed atleast 5000 numbers of Desktop Computers in 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.	
BIDDER EXPERIENCE				

	f)	The Bidder/OEM/OSD should have their own or authorized 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	
OEM EXPERIENCE	g)	OEM should have valid ISO and BIS certificate for Desktop Computer.	Copy of latest and valid certificate to be submitted.	
	h)	Minimum 5000 Nos of 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 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	Bidder should submit Self Declaration to this effect in Letter Head.	
	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 Appendix L is to be submitted.	

	k)	The bidder should not be involved in any legal case that may affect the solvency, existence of their company or in any way that may affect capacity to provide / continue the service of the bank. Supporting documents to be submitted with part A conformity to eligibility criteria.	Bidder should submit Self Declaration to this effect in Letter Head	
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We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date:

Signature with seal:

Name :

Designation :

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 Desktop Computers.****Ref: Your RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021.**

SL No.	Particulars	Details
a)	Name of the Firm/Company	
b)	Proposed Solution Name with Name of OEM/OSD/OSO	
c)	Constitution (Ltd./Pvt.Ltd/Firm).	
d)	Date of Establishment/ 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	
h)	Particulars of the primary contact person (Authorized signatory of the Bidder)	Name
		Designation
		Address for correspondence
		Phone No (Land line)
		Mobile No
		Email address
i)	Particulars of the secondary contact person	Name
		Designation
		Mobile No
		Email address

j)	Firm/ Company Website Address	
k)	Firm/ Company PAN Number Firm/ Company GST Number <u>Beneficiary Bank Details</u> 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 :**

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 Desktop Computers.****Ref: Your RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021.****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	
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**Track Record of Past Delivery & Installation of Desktop 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 Desktop Computers .****Ref: Your RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021.**

Name of the Bidder_____

List of Bidder's Major Customers in Last 3 Years and References

SL No	Name of the Client/s where Desktop Computers were delivered	Contact Person's Name	Telephone No	Address
1				

(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 Desktop Computers .

Ref: Your RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021.

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

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

WHEREAS, the Bidder understands that in the course of submission of the offer for 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 :

Annexure-7**Technical Requirements for Desktop Computers****[On Firm's/ Company's letter head]****(to be included in Part B – Technical Proposal Envelope)****SUB: RFP for Supply, Installation and Maintenance of Desktop Computers .****Ref: Your RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021.****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 Desktop Computers

Sl No.	Components	Required Configurations	Compliance (Yes/No)	Remarks
1.	Make (Commercial – Enterprise Model)	Must be specified and relevant brochure must be enclosed.		
2.	Model Name and No.	Must be specified		
3.	Form Factor	Medium Tower.		
4.	Monitor	Minimum 19.5" or above LED Anti-Glare Monitor with TCO Certification. 1920x1080 Resolution or higher.		
5.	CPU	Intel Core™ i5-10 th Generation 10400 Processor or higher/ AMD Ryzen 5 processor or higher. (2.90GHz base frequency, 4.00 Ghz Turbo frequency, 6MB Cache, 6 cores, 6 threads).		

6.	Memory	1X8 GB DDR4 RAM-2666 MHz or higher, expandable upto 64 GB or more with minimum 2 DIMM Slots.		
7.	Mother Board	OEM logo should be embossed on the mother board (Sticker is not acceptable). System should be able to support OS - 64 bit.		
8.	Chipset	Intel / AMD chipset with minimum bus speed of 8GT/s. processor and chipset should be from the same OEM.		
9.	Graphics	Intel UHD Graphics or equivalent or higher.		
10.	Bus Architecture	Minimum of 1 free PCI/PCie Series Slots after populating all required adapter.		
11.	Hard Disk Drive	512 GB or above (7200RPM) hard disk or higher capacity.		
12.	Networking facility	100/1000 Mbps integrated Ethernet card with remote booting facility, remote system installation, remote wake up compatible.		
13.	Ports	1 serial, 1 parallel port 1 HDMI, 1 VGA (All ports should be on board /Add on PCI Card) 2 USB 3.0 ports and 4 USB 2.0 ports or more. At least 3 USB ports shall be in the front side of Cabinet.		
14.	Key Board	104 (or above) Keys Keyboard with USB Interface (Same make as OEM)		
15.	Mouse	Two Button Optical Scroll Mouse with USB Interface (Same make as OEM)		
16.	Power Supply	OEM standard external power supply (adapter with input:100-240V,50-60Hz). Power cables should be supplied to suit Indian environment		
17.	Operating System (OS)	Genuine Windows 10 Professional 64 Bit should be loaded with image given by the Bank. Recovery media should be made available.		
18.	Certifications/Compatibility	<ol style="list-style-type: none"> 1. Microsoft Windows10 certified. 2. Hardware should be 64 bit. 3. Detailed Hardware Compatibility Test Report issued by Microsoft to be submitted. 4. TCO'08 or above certification for monitor. 		

		5. ROHS Compliance and BEE / Energy Star Certificate for the quoted Model. 6. Should be compatible to Finacle version 7 and above. 7. Compatible for any upgrade of OS to above Windows 10 version, TPM 2.0 is required.		
19.	Warranty	Minimum 3 years onsite comprehensive.		
20.	ISO Certifications	The System(s) should be from OEM having ISO 9001 and ISO 14001 certifications		
21.	Other Technical Requirements	OS installation/re-installation should be done by the successful bidder in case of any error/corruption in OS without any extra cost to the Bank. Bank will inform the partition at the 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 :**

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 Desktop Computers .****Ref: Your RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021.**

SI No	Board Scope of Work	Compliance (Yes/No)
1.	The Scope of the work is for Supply, Installation and Maintenance of 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 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 Desktop Computers with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc. The software version installed on the 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 Desktop Computers must be functional and installed from the day one.	
7.	In case hard disk of the 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 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 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 Desktop Computers of Kerala Gramin Bank only	
b	The Bidder has to follow the guidelines of the Bank such as providing "HOST NAME", "Updating Antivirus definition" etc., as per the Bank's policy during the downgrade processes.	

9.	The bidder(s) must undertake to provide Post Warranty on-site Maintenance Support for supplied Desktop Computers with operating system and arrange for spare 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.	
10.	The successful Bidder has to ensure the transferring of Data/Files/installed software from old Desktop Computers (if any) to the supplied Desktop Computer as required by the Bank. Data transfer shall be done through USB or LAN without any extra cost. The successful Bidder is also required to transfer user files to new Desktop Computers from old Desktop Computers in branch/office and after data transfer the old Desktop Computers should be formatted without any additional cost.	
11.	Bidder has to arrange for taking backup of existing Desktops for data migration from the existing machine to new 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: -	
a	Installation of MS Office (Wherever required).	
b	Installation of Antivirus.	
c	Installation of Unicode Hindi fonts and other utilities.	
d	Making necessary configuration required for working of Finacle and Biometric device installation and ensure functioning of CBS application.	
e	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.	
12.	Installation/ reinstallation of Operating System after formatting of the All-in- One Desktop Computers due to any reason whatsoever during warranty/ AMC period shall be done by the bidder without any extra cost to the Bank. Before formatting, backup of data and restoration of data after OS installation is bidder's responsibility. After Installation/ or reinstallation bidder has to complete the activity and /or install the software mentioned in Scope of Work.	
13.	In case of Replacements of old Hardware Items with the newly ordered Hardware Items in the Branches/offices. The end-to-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.	
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 :**

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 Desktop Computers .

Ref: Your RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021.

We hereby undertake that all the hardware components/parts/assembly/software's used in the **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 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:

Name :

Designation :

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 Desktop Computers .****Ref: Your RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021****DECLARATION**

We understand that any deviations mentioned elsewhere in the bid will not 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		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date:**Signature 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 Desktop Computers .

Ref: Your RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021.

- 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 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 Desktop Computers .****Ref: Your RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021.****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 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 Desktop Computers .

Ref: Your RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021.

Wewho are established and reputed manufacturers of.....
having factories/development facilities at 1).....and 2).....
do hereby authorize M/s.....(Name and address of the Agent/dealer) to
offer their quotation, negotiate and conclude the contract with you against the above invitation for tender
offer.

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

(Name)

For and on behalf of M/s _____

Annexure-14**Bill of Material****SUB: RFP for Supply, Installation and Maintenance of Desktop Computers.****Ref: Your RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021.****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.

Table-A**Price details of Desktop Computers****(Amount in Rupees)**

Sl No	Requirement details	Unit Price with 3 years comprehensive warranty and support (Excl. of Tax)	AMC/ATS charge after completion of warranty period of 3 years per unit (Excl. of Tax)		Unit price with 3 years comprehensive onsite warranty and AMC/ATS charge discounted @ 8% p.a. after the warranty period (Excl. of Tax)	Quantity	Total Cost price with 3 years comprehensive onsite warranty and 2 years AMC/ATS after warranty period (Excl. of Tax)	Tax for column F		Price with 3 years comprehensive onsite warranty and 2 years AMC/ATS after warranty period (Incl. of Tax)
			4th year	5th year				Tax %	Tax Amt.	
		A	B	C	$D = A + B \times 0.778688 + C \times 0.716393$	E	$F = D \times E$	G	H	$I = F + H$
1	Desktop Computers as per Annexure - 7 and Annexure - 8					2250				

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 through 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 rejection such bid.
5. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date:

Signature with seal:

Name :

Designation :

Appendix-A

Instruction to be noted while preparing/submitting Part A-Conformity to Eligibility Criteria

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 Desktop Computers as per Annexure-5.
10. Non-Disclosure Agreement as per Annexure-6.
11. Write up on the Work Experience/Expertise of Supply and Installation of 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

Appendix-B

Instruction to be noted while preparing/submitting Part B-Technical Proposal

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 **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 Desktop Computers 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).

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 furnished in Annexure-14.

Appendix-D**Format for Sending Pre-bid Queries**

Ref: RFP - KGB/ITW/RFP - 04/2021 dated 19-08-2021

Bidder Name:

FORMAT FOR SENDING PRE-BID QUERIES						
Sl. No.	Bidder's Name	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query
1			-			
2			-			
3			-			
4			-			
5			-			
6			-			
7			-			
8			-			
9			-			
10			-			
11			-			
12			-			

Date:

Signature with seal:

Name :

Designation :

Appendix-E

Authorization Letter Format

(To be presented by the authorized person at the time of opening of Eligibility Criteria Bid/Technical Proposal/ Commercial Bid (Indicative) on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

The Asst. General Manager,
Kerala Gramin Bank,
Information Technology Wing,
Head Office, KGB Towers,
A K Road, UP Hill, PB No – 10,
Malappuram, Kerala – 676505.

Dear Sir,

SUB : RFP for Supply, Installation and Maintenance of Desktop Computers.

Ref: Your RFP: KGB/ITW/RFP - 04/2021 dated 19-08-2021.

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person at the time of Bid Opening

Appendix - F

BID SECURITY DECLARATION

(To be submitted in Company's letterhead by all the Bidders)

Assistant General Manager

Kerala Gramin Bank, Information Technology Wing, Head Office, KGB Towers, A K Road, UP Hill, PB
No – 10,

Malappuram, Kerala – 676505

Dear Sir,

SUB: Supply, Installation and Maintenance of Desktop Computers

REF: Your RFP No.: KGB/ITW/RFP - 04/2021 dated 19-08-2021.

DECLARATION

We declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security/guarantee before the deadline defined in the RFP, we note that we will be suspended for the period of 3 years from being eligible to submit Bids for contracts with Kerala Gramin Bank.

Place:

Date:

Signature of the Authorised Signatory with company seal

Name of the Authorised Signatory –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Appendix - G

Proforma of Bank Guarantee for Contract Performance

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

To:
The Asst. General Manager,
Kerala Gramin Bank,
Information Technology Wing, Head Office,
KGB Towers, A K Road, UP Hill,
Malappuram, Kerala – 676505.

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to(Description of RFP) as per their Contract dated _____ with you (hereinafter referred to as "the CONTRACT")

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause _____ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as "the PERFORMANCE GUARANTEE")

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____ and local office at _____, India have agreed to issue the PERFORMANCE GUARANTEE,

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

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs _____ (Rupees _____) an amount equivalent to 3% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs _____ (Rupees _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)
- ii. This guarantee shall be valid upto _____ and ;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Malappuram on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

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

Dated this _____ day of _____ 2021.

For and on behalf of

BRANCH MANAGER

SEAL,

ADDRESS,

PLACE.

Appendix – H

Format for Bank Guarantee for Advance Warranty Payment

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

To: Name and Address of the PURCHASER

WHEREAS

(Name and address of M/s xxxxx Ltd) (hereinafter referred to as "our constituent" which expression includes its successors and assigns) entered into an agreement dated _____ with you for supply, transportation, transit insurance, local delivery, storage and installation insurance up to Acceptance by the bank, cabling, installation, commissioning and integration, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training of your personnel related to(Description of RFP)(hereinafter referred to as "the said agreement").

In terms of Clause no. _____ of the said agreement, our constituent is required to furnish a Bank Guarantee to secure our constituent's undertaking to comply with the contractual obligations in relation to warranty for a sum of Rs. _____ (Rupees _____ Only) being 10% of the total consideration so as to enable you to release the equivalent amount to our constituent being 10% of the total consideration payable after the expiry of the warranty period of years that is _____ from the date of installation of the(Description of RFP) i.e. _____.

NOW THIS LETTER OF GUARANTEE WITNESSETH:

That in consideration of your agreeing at the request of our constituent to release a sum of Rs. _____ (Rupees _____ Only) being 10% of the total consideration-amount to our constituent, we (Name of the issuing bank), do hereby agree and undertake that in the event of our constituent committing breach of any of the undertakings or committing default in fulfilling any obligations arising out of the said agreement, we (Name of the issuing bank) shall on demand pay you without any demur Rs _____ (Rupees _____ Only).

We further agree that,

1. We will make the payment of the said amount pursuant to the demand made by you, notwithstanding any objections or dispute that may exist or arise between you and our constituent or any other person.
2. Your demand on us shall be deemed as the final proof of breach of any undertaking or default of the contractual obligation on the part of our constituent.
3. This guarantee shall be irrevocable and shall not be discharged except by payment or by absence of demand by you on or before _____.
4. Our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____ Only).

5. Our liability under this guarantee shall cease to exist unless a demand is made by you on or before _____.

We further agree that, exercise of any of your right against our constituent to enforce or forbear to enforce or any other indulgence or facility extended to our constituent would not release our liability under this guarantee, and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____
(Rupees _____ only)
- ii. This guarantee shall be valid upto _____ and ;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before _____
(mention period of the guarantee as found under clause ii. above plus claim period).

Dated this _____ day of _____ 2021.

For and on behalf of

BRANCH MANAGER

SEAL,

ADDRESS,

PLACE.

Appendix – I

Rules for Reverse Auction

1. Particulars

SI No.	Particulars	Details
1.	AUCTION TO BE CONDUCTED BY (SERVICE PROVIDER)	E Procurement technologies limited Wall street II, opposite to orient club, Ahmedabad – 380006 Phone: +91-79-40270502/589/592/569
2.	WEBSITE ADDRESS FOR REVERSE AUCTION DATE OF AUCTION	Will be intimated at a later date to the shortlisted bidders

2. Online Reverse Auction

Bank desires to make use of Online Reverse Auction for various procurement processes at its Offices to get the most competitive price from the participating technically qualified Bidders. Reverse Auction event will be carried out among the Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated.

3. PROCESS OF REVERSE AUCTION:

- 3.1.** Bank will engage the services of a Service provider for conducting Online Reverse Auction on behalf of the Bank.
- 3.2.** For the proposed reverse auction, technically qualified Bidders having a valid digital certificate alone shall be eligible to participate.
- 3.3.** Rules like event date and time, start price, bid decrement, extensions etc., will be communicated for compliance to the Bidder.
- 3.4.** For creating necessary obligations and rights, the Service Provider will also enter into an agreement with each Bidder for this purpose.
- 3.5.** The Service Provider will provide all necessary training and assistance before commencement of online bidding on Internet. Service Provider / auctioneer is responsible for conducting training to all technically qualified Bidders participating in the reverse auction and bidding process. Bidder may contact the Service Provider in this regard.
- 3.6.** Wherever it is considered necessary and asked by the Bidders or as decided by the auctioneer or by Bank, a mock auction may also be conducted for the benefit of all concerned.
- 3.7.** Each Bidder shall participate in the training/ mock auction at his / their own cost. Bidder / Authorised representatives of the Bidders named in the authorization letter given by the Bidder shall be given with a unique user name, password by the Service Provider / auctioneer. Each

Bidder / Authorised representatives shall change the password after receipt of initial password from Service Provider.

- 3.8.** Reverse auction will be conducted on a scheduled date & time and the same shall be communicated in advance.
- 3.9.** Bidders have to submit the compliance form in the prescribed format, if any, provided by Service Provider before start of Reverse Auction. Without this the Bidder will not be eligible to participate in the event.
- 3.10.** Start price for the Reverse Auction will be notified by the Bank. This start price can be either of the following
 - 3.10.1.** Lowest quote amongst the bidders
 - 3.10.2.** Quote determined by the Bank through a mechanism of price discovery/industry prevalent rates
- 3.11.** All the bids made from the login ID given to Bidder will be deemed to have been made by the Bidder to whom login ID and password were assigned by the Service Provider / auctioneer.
- 3.12.** Any bid once made through registered Login ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to supply the items as per the RFP at the bid price offered during the Reverse Auction.
- 3.13.** Every successive bid by the Bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and login ID shall prevail over the earlier bids.
- 3.14.** The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different Bidders. In other words, there shall never be a "Tie" in bids.
- 3.15.** At the end of Reverse Auction event, the lowest Bidder value will be known on the network.
- 3.16.** The lowest Bidder has to submit the duly signed filled-in prescribed format along with break-up as provided on case-to-case basis to the Bank within 48 hours of auction without fail as per Appendix I (1) – Price bid confirmation post reverse auction.
- 3.17.** Any variation between the online Bid value and the signed document will be liable for rejection of the Bid, forfeiture of the Bid Security etc., and the Bidder may be disqualified to conduct business with the Bank in future.
- 3.18.** The Reverse Auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- 3.19.** The Service Provider at the end of each Reverse Auction shall provide the Bank with all details of the bids and reports of Reverse Auction.
- 3.20.** Bank's decision on award of Contract shall be final and binding on all the Bidders.

4. Rules and Terms & Conditions of Reverse Auction:

Online Reverse Auctions are carried out under the framework of a set of rules. Following are the 'Rules and Terms & Conditions' of Online Reverse Auction.

4.1 Definition :

"Bank" means Kerala Gramin Bank

"Service Provider" means the third party agency / company who have been selected by the Bank for conducting Reverse Auction.

"Bidder" means the party or his authorised representative who has participated in the RFP / Tender Process, Technically qualified, having valid Digital Certificate, and willing to comply with all the instructions and terms and conditions of RFP.

"L1" means the Bidder who has quoted lowest price in the Reverse Auction process.

"L2" means the Bidder who has quoted second lowest price in the Reverse Auction process and so on.

4.2 Eligibility of Bidders to participate in Reverse Auction:

4.2.1 Bidders who are qualified in terms of the relative Terms & Conditions of the RFP and accept the Rules and Terms & conditions of Reversion Auction and submit the undertaking as per the prescribed format in **Appendix I(2)** – Reverse auction compliance statement can only participate in Reverse Auction related to the procurement for which RFP is floated.

4.2.2 Bidders not submitting the above undertaking or submitting the same with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.

4.2.3 Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non- availability of valid digital certificate.

4.2.4 Bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by the Bank.

4.2.5 Undertaking letter for acceptance of Rules for Online Reverse Auction and Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the format Appendix I (2) – Reverse Auction compliance statement

4.2.6 Agreement between Service Provider and Bidder. This format will be given by the service provider prior to announcement of Reverse Auction.

4.3 Training

4.3.1 The Service Provider shall impart training on the Reverse Auction to representatives of all eligible Bidders for participation in Reverse Auction.

- 4.3.2** All rules & procedure related to Reverse Auction will be explained during the training.
- 4.3.3** The Bank/Service Provider may also conduct a "Mock Reverse Auction" to familiarize the Bidder/s with Reverse Auction process.
- 4.3.4** Date, Time, Venue etc. of training will be advised at appropriate time.
- 4.3.5** Eligible Bidder / his authorized nominee have to attend the training as per the schedule and at the specified venue at his / Bidder's own cost.
- 4.3.6** No request from the Bidders for change in training schedule and/or venue will be entertained.
- 4.3.7** However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons there for, even after its communication to eligible Bidders.
- 4.3.8** Any Bidder not participating in the training process will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

4.4 Reverse Auction Schedule:

- 4.4.1** The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the eligible Bidders prior to the Reverse Auction date.
- 4.4.2** Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons thereof.
- 4.4.3** The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.
- 4.4.4** During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price / scrap the Reverse Auction process / proceed with conventional mode of tendering.
- 4.4.5** Bank / Service Provider will in no way be responsible for any failing of systems / communications etc. In such a case FAX/EMAIL can be sent to Service Provider giving sufficient time for service provider to upload in their systems. Bank's decision will be final in this matter. No correspondence shall be entertained in this matter.

4.5 Bidding Currency:

- 4.5.1** Bidding will be conducted in Indian Rupees (INR).

4.6 Start Price:

- 4.6.1** Bank shall determine the Start Price for Reverse Auction
- 4.6.2** On its own and / or
- 4.6.3** Based on the indicative price band information on Grand Total as per our price schedule value received as per Annexure 14 – Bill of Materials.

4.6.4 The start price of an item in online Reverse Auction is open to all the participating Bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount. Any Bidder can start bidding, in the online Reverse Auction, from the start price itself. Please note that the first online bid that comes in the system during the online Reverse Auction can be equal to the auction's start price, or lesser than the auction's start price by decremented value, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or in multiples of the decrement value.

4.7 Decrement Bid Value:

- 4.7.1** The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price or both whichever is higher or as determined by the Bank.
- 4.7.2** Bidder is required to quote his bid price only at a specified decremented value which may be informed to the technically qualified Bidders during Reverse Auction.
- 4.7.3** Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 / 3 / 4level of next available lower level.
- 4.7.4** Bid decrement value shall be rounded off to nearest 100s or 1000s.

4.8 Web Portal and Access:

- 4.8.1** Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- 4.8.2** Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc. and finally conduct of Reverse Auction.
- 4.8.3** Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 4.8.4** In the event of failure of their internet connectivity (due to any reason whatsoever it may be)
 - 4.8.4.1** It is the Bidders responsibility/ decision to send fax/email communication immediately to Service Provider furnishing the bid price, they want to bid online, with a request to upload the faxed/email bid price online so that the service provider will upload that price online on behalf of the Bidder.
 - 4.8.4.2** It shall be noted clearly that the concerned Bidder communicating this price to Service Provider has to solely ensure that the fax/email message is received by Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider over phone about the clear

receipt of the bid price faxed/emailed and the Service Provider has entered the same in the system.

4.8.4.3 It shall also be clearly understood that the Bidder shall be at liberty to send such fax/email communications of prices to be uploaded by Service Provider only before the closure of Reverse Auction time and under no circumstances it shall be allowed beyond the closure of Reverse Auction event time. No fax/email will be entertained during the last extension in the extended period.

4.8.4.4 Such Bidders have to ensure that the Service Provider is given reasonable time by the Bidders, to upload such faxed/emailed bid prices online and if such required time is not available at the disposal of Service Provider at the time of receipt of the fax/email message from the Bidders, Service Provider will not be uploading the bid prices. It is to be noted that neither the Bank nor the Service Provider will be responsible for these unforeseen circumstances.

4.8.5 In order to ward-off such contingent situation:

4.8.5.1 Bidders are advised to make all the necessary arrangements / alternatives such as back -up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Auction successfully.

4.8.5.2 Bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

4.8.5.3 Failure of power at the premises of Bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction.

4.8.5.4 On account of this the time for the auction cannot be extended and Bank is not responsible for such eventualities.

4.8.5.5 Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.

4.8.6 For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this, Bidder will not be eligible to participate in the event.

4.8.7 Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. Bank's decision will be final in this regard. Bank will not entertain any correspondence in this regard.

4.9 TRANSPARENCY IN BIDS:

All Bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

4.10 MASKING OF NAMES:

- 4.10.1** Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction : i) Opening Price ii) Leading / Lowest Bid Price in Auction (only total price) iii) Last Bid Price placed by the respective Bidder.
- 4.10.2** Names of Bidders / Bidder shall be anonymously masked in the Reverse Auction process and Bidders will be given suitable dummy names.
- 4.10.3** After completion of Reverse Auction, the Service Provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the Bidders as also the L1 Bidder with his / their original names.

4.11 Finalization of the Bidder:

- 4.11.1** At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
- 4.11.2** Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Selected Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.
- 4.11.3** Selected Bidder has to fax/email the duly signed filled-in prescribed format as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The original signed Appendix I (1) – Reverse Auction price bid confirmation should reach the Bank within 48 hours of Reverse Auction without fail along with the break-up figures as per price schedule as per Annexure – 14 – Bill of materials.
- 4.11.4** Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the RFP process and will invite disqualification of Bidder/vendor to conduct business with Bank as per prevailing procedure.
- 4.11.5** Selected Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 24 working hours without fail.
- 4.11.6** Selected Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or failure to supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future.
- 4.11.7** In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank's standard practice using the closed sealed commercial bids.

4.12 Bidder's Obligation:

- 4.12.1** Bidder shall not form a cartel and involve themselves in Price manipulation of any kind directly or indirectly with other Bidder / Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the Bidder / Bidders concerned from the Reverse Auction process.
- 4.12.2** Bidder shall not divulge his Bid details to unauthorized parties.

4.13 Change in Rules and Terms & Conditions of Reverse Auction:

- 4.13.1** Any change in the Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.
- 4.13.2** Bank reserves the right to modify / withdraw any of the Rules and Terms & Conditions of Reverse Auction at any point of time.
- 4.13.3** Modifications of Rules and Terms & Conditions of Reverse Auction will be made available on website/email immediately.
- 4.13.4** Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

4.14 Errors and Omissions:

- 4.14.1** On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Rules, the decision of the Bank shall be final and binding on all concerned.
-

Appendix–I (1)

Price Bid Confirmation Post Reverse Auction

(To be submitted in Company's letter head by all the Bidders participating Reverse Auction)

To,

The Asst. General Manager
Kerala Gramin Bank ,
Information Technology Wing, KGB Towers, Head Office,
A K Road, UP Hill, PB No – 10,
Malappuram, Kerala -676505.

Date : -----

Dear Sir,

Sub : Final / Lowest Bid Price quoted in Reverse held on _____ in respect of RFP Ref. No. _____ Dated _____ for procurement of Printers and Scanners

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under – Rs. (in figure) : _____ Rs. (in words) : _____ and also submitting the detailed price schedule with item wise details as per **Annexure -14** – Bill of Materials. We confirm that -

- 1) We enclose herewith the detailed break-up of above price as per Bill of Material. We undertake to give detailed break-up of above bid price as per Bill of Material within 48 hours from the end-of Reverse Auction event.
- 2) Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar us from participating in future.
- 3) We are bound to supply at the above final bid price of Reverse Auction.
- 4) We note that in case of back out or not supply as per the above rates quoted by us, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar us from participating in future

Signature with company seal:

Name of Authorized Representative :

Designation :

Email :

Mobile :

Tel. No:

Fax No:

Appendix-I (2)

Reverse Auction Compliance Statement

(To be submitted on company letter head by all Bidders participating in Reverse Auction)

To,
The Asst. General Manager
Kerala Gramin Bank ,
Information Technology Wing, KGB Towers, Head Office,
A K Road, UP Hill, PB No – 10,
Malappuram, Kerala -676505.

Date: -----

Sub: Acceptance of Reverse Auction Business Rules and Terms & conditions in respect of Tender / RFP
Ref. No. _____ Dated _____ for procurement of Printers and Scanners.

We refer to the captioned subject and confirm that –

- 1) We _____ (Name of the Company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for the procurement of All-in-One Desktop Computers.
- 2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.
- 3) Bank and Service Provider shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 4) We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax/email containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax/email instructions.
- 5) I / We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 6) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 7) We shall participate in Reverse Auction conducted by _____ (Service Provider) and agree to enter into an agreement with him (Service Provider) for making the process of Reverse Auction and its result legally binding on us.
- 8) We shall fax/email duly signed filled-in Price Bid format as provided in the RFP to the Bank and to the service provider within 24 hours of end of Online Reverse Auction without fail.
- 9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 48 hours without fail.
- 10) We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.

11) We nominate our official Shri _____ Designation _____ of our company to participate in Reverse Auction. We authorize Bank to issue USER ID & PASSWORD to him. His official e-mail & contact number are as under –

Email:

Mobile:

-
- 12)** The Bank and the Service Provider shall contact the above named official for any and all matters relating to the Reverse Auction showing any of the communication modes mentioned in the item No. 11 above.
- 13)** We, hereby confirm that we will honor the bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.
- 14)** We undertake that the Company shall be bound the bids made by the above name official of our company in Reverse Auction, failing which the Bank shall forfeit the EMD. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal:

Name of Authorized Representative :

Designation:

Email :

Mobile :

Tel. No:

Fax No:

Appendix–J

List of Branches and offices of Kerala Gramin Bank

(Provided as separate attachment)

The delivery locations may not include all branches and offices. The exact delivery locations and the numbers will be intimated to the successful bidder along with purchase order.

Appendix–K

Service Report

(Provided as separate attachment)

Appendix - L

Declaration/ Undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance, Department of expenditure

[To be printed on the letter head of Bidder and should be signed by an authorised signatory with Name and Seal of Company]

To:

The Assistant General Manager
Kerala Gramin Bank, Information Technology Wing, Head Office,
KGB Towers, A K Road, UP Hill, PB No – 10,
Malappuram, Kerala – 676505

REF: Your RFP No.: KGB/ITW/RFP - 04/2021 dated 19-08-2021.

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

Further In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank. Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with

India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

3. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

4. This declaration cum undertaking is executed by us through our Authorized signatory/ies after. having read and understood the Office Memorandum and Order including the words defined in the said order.

Date:

Signature with Seal

Name

Designation

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2.
3.
4.