



Pragathi Krishna Gramin Bank

(A Scheduled Bank established by Government of India : Sponsored by: Canara Bank)

Head Office: Ballari

REQUEST FOR PROPOSAL [RFP]

FOR

“SUPPLY, INSTALLATION AND MAINTENANCE OF DESKTOP PC, FAST DOT MATRIX PRINTERS, PASS BOOK PRINTERS AND SCANNERS UNDER RATE CONTRACT”

FOR

Two RRBs Sponsored By Canara Bank

viz:

Pragathi Krishna Gramin Bank – Head Office, Ballari, Karnataka

Kerala Gramin Bank - Head Office, Malappuram, Kerala

RFP NO: PKGB/PMO/RFP/01/2017-18

Pragathi Krishna Gramin Bank

Head Office: IT Department

32, Sanganakal Road,

Gandhinagar, Ballari– 583103

Karnataka

Date: 26-04-2017

Bid Details in Brief

Sl. No.	Description	Details
1.	RFP No. and date	PKGB/PMO/RFP/01/2017-18 Date:26-04-2017
2.	Brief Description of the RFP	SUPPLY, INSTALLATION AND MAINTENANCE OF DESKTOP PC, FAST DOT MATRIX PRINTERS, PASS BOOK PRINTERS AND SCANNERS
3.	Bank's Address for Communication and Submission of Tender	General Manager, Pragathi Krishna Gramin Bank, Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24 th Main Road, 1 st Phase, J P Nagar, Bengaluru -560 078
4.	Contact Details	Tel -080-26087510/47 Fax -080-26649992 e-mail:canararrb.pmo@pkgbank.com
5.	Date of Issue	26/04/2017
6.	Last Date of Submission of Queries for Pre Bid Queries	09/05/2017, Tuesday, 03:30 PM
7.	Pre Bid Meeting	10/05/2017, Wednesday, 03:30 PM
8.	Last Date of Submission of Bids	25/05/2017, Thursday, 03:00 PM
9.	Date and time of Opening of Conformity to Eligibility Criteria	25/05/2017, Thursday, 03:30 PM
10. 1	Date and time of Opening of Technical/Indicative Commercial bid	Will be intimated at a later Date
11.	Application Fees (Not Refundable)	Rs. 20,000/-
12.	Earnest Money Deposit(Refundable)	Rs.16,00,000/-

This document can be downloaded from Bank's website <http://www.pragathikrishnabank.com/>. In that event, the bidders should pay the Application Fee for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Pragathi Krishna Gramin Bank, payable at Ballari and submit the same along with the Bid of this tender.

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 Pragathi Krishna 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 Pragathi Krishna 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 require. 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. Pragathi Krishna 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 require. Pragathi Krishna 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.

Pragathi Krishna Gramin Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's Website ([www. pragathikrishnabank.com](http://www.pragathikrishnabank.com)) and it will become part and parcel of RFP.

Pragathi Krishna Gramin Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Pragathi Krishna Gramin Bank shall be final, conclusive and binding on all the parties.

Abbreviations used in this Document:

1	AMC	Annual Maintenance Contract
2	BG	Bank Guarantee
3	BOM	Bill of Material
4	CST	Central Sales Tax
5	DD	Demand Draft
6	EMD	Earnest Money Deposit
7	HO	Head Office
8	LAN	Local Area Network
9	LD	Liquidated Damage
10	LST	Local Service Tax
11	MAF	Manufacturer Authorization Form
12	MTBF	Mean Time Between Failure
13	MTTR	Mean Time To Restore
14	NPCI	National Payments Corporation of India
15	NEFT	National Electronic Funds Transfer
16	NI Act	Negotiable Instruments Act
17	OEM	Original Equipment Manufacturer
18	OS	Operating System
19	PDI	Pre Delivery Inspection
20	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
21	RRB	Regional Rural Bank
22	RTGS	Real Time Gross Settlement
23	VAT	Value Added Tax

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A. Introduction

1. About RRBs

Canara Bank has sponsored two RRBs operating in two states, viz. 1) Karnataka and 2) Kerala. In Karnataka Pragathi Krishna Gramin Bank (PKGB) with Head Office at Ballari operating in 11 Districts (Details of Districts are provided in Appendix - F) of Karnataka with 648 Branches, Kerala Gramin Bank (KGB) with Head Office at Malappuram operating in entire state of Kerala, with 615 Branches. Both RRBs have achieved 100% CBS in the August 2011 with Finacle package with common DC & DRC and Project Management office in Bengaluru

Kerala Gramin Bank (KGB) has authorized Pragathi Krishna Gramin Bank (PKGB) to act on its behalf for issuing RFP, evaluation of responses to the RFP and in selection process and finalization of Vendor. PKGB will coordinate for smooth implementation of the Project and shall liaise with the Supplier, on behalf of PKGB and KGB and the supplier is jointly and severally responsible and liable to PKGB and KGB respectively.

2. Definitions

- 2.1 'Bank' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'Pragathi Krishna Gramin Bank', described in more detail in paragraph 1 above and which has invited bids under this Request For Proposal on behalf of both Pragathi Krishna Gramin Bank (PKGB) and Kerala Gramin Bank.
- 2.2 'RFP' means this Request for Proposal prepared by Pragathi Krishna Gramin Bank for Supply, Installation and Maintenance of Desktop PCs, Printers and Scanners for both the Bank under Rate Contract.
- 2.3 'Bidder' means a vendor submitting the proposal in response to this RFP.
- 2.4 'Solution' means supply, installation and maintenance of Desktop PCs, Fast Dot Matrix Printers, Pass Book Printers and Scanners.
- 2.5 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.6 'Successful Bidder'/'L1 Bidder' means the bidder who is found to be the lowest bidder after conclusion of the bidding process including the reverse auction, subject to compliance to all the condition of the RFP, etc.

3. About RFP

- 3.1 The Bank wishes to procure Desktop PCs, Printers & scanners in various Branches/Offices of Bank spread across State of Karnataka & Kerala under Rate Contract Basis
- 3.2 In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Supply, Installation and Maintenance of Desktop PCs, Fast Dot Matrix Printers, Pass Book Printers and Scanners to Branches of PKGB and KGB as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

4. Objective

- 4.1 The Objective of this RFP is to enter into Rate contract with one or more Bidders **for Supply, Installation and Maintenance of Desktop PCs, Fast Dot Matrix Printers, Pass**

Book Printers and Scanners. This rate contract will be applicable for all the Branches/Offices of PKGB and KGB as per the Terms & Conditions described elsewhere in this RFP document. The requirement mentioned in the RFP is estimated only and Bank will place the purchase order through its Head Office and other offices based on requirement during the validity period.

- 4.2 The successful Bidder(s) will enter into a Rate contract with the Bank The bidder(s) will enter into a Rate Contract with the Bank Centrally at IT Wing, Head Office for supply of various items as per the specifications mentioned Annexure-10 and Requirements details mentioned in the RFP.
- 4.3 The bidder(s) will undertake to ensure availability of offered Desktop PCs, Fast Dot Matrix Printers, Pass Book Printers And Scanners during the rate contract period, as well as maintenance of sufficient inventory of genuine spare parts for a minimum period of Six (6) years.
- 4.4 The bidder(s) will provide the latest available models of hardware items, or software to meet the RFP requirement. In case the proposed hardware or software item is not available at the time of Purchase Order during the validity of the Rate Contract Period, bidder has to provide the hardware or Software with higher specification or higher version without any additional cost to the Bank

5. Eligibility Criteria

- 5.1 A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Supply, Installation and Maintenance of Desktop PCs, Fast Dot Matrix Printers, Pass Book Printers and Scanners in the Bank shall hereinafter be referred as "Solution".
- 5.2 Interested Bidders, who can supply, Install & Maintain the Desktop PCs, Printers & Scanners in the Bank and meeting the following Eligibility Criteria may respond:-

SI No	Details	Support Documents to be submitted
01	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian companies Act 2013.	Copy of Certificate of incorporation and Certificate of Commencement of Business in case of Public Limited Company OR Certificate of Incorporation in case of a Private Limited Company issued by the registrar of Companies The registration No of the Firm /Company along with Sale tax No. / Valid I T Certificate of incorporation.
02	The Bidder should be the Original Equipment Manufacturer (OEM) of proposed Hardware items	If the Bidder is a Manufacturer, they should have Manufacturing and testing facilities of international Standards and should enclose the details of Locations where the Manufacturing and testing facilities are

	OR Authorised Indian Supplier / Distributor /Partner / System Integrator(SI) of Proposed Desktop PCs, Fast Dot Matrix Printers, Pass Book Printers And Scanners with the past 3 (three) years presence in India	available. If the Bidder is an Authorised Indian Supplier / Distributor/ Partner System integrator, an authorization letter from the OEMs of respective hardware items to deal / Market their Products in India and it should be valid for a minimum period of 6 (SIX) Years from the date of submission of Bid.
03	The Bidder should have an I T turnover of Rs.200.00 Crores per year during last three financial years i.e., 2013-14, 2014-15 and 2015-16	1. The Bidder must produce a certificate from the Company's Chartered Accountant to this effect. 2. Audited balance Sheet for the last 3 years 2013-14, 2014-15, 2015-16.
04	The Bidder should have a positive net worth of at least Rs.100 Crores	1. Audited Balance Sheet for the Last 3 (three) years (i.e. 2013-14,2014-15 and 2015-16) 2. A certificate from Companies Auditor to that effect to be submitted.
05	The OEM shall have valid ISO Certificate as on date	Copy of valid ISO Certificate. In respect of Dealer, ISO Certificate of the OEM to be enclosed.
06	The bidder should have experience in supplying at least 2000 each of Desktop PCs & Printers (all categories put together) during the last two years (i.e., from 01/04/2015 to 31/03/2017)	Xerox copies of purchase orders issued by Banks/FI/PSUs/Reputed Companies to be submitted. Alternate to submitting Xerox copies Of POs, Bidders can submit Certificate from Banks/FI/PSUs / Reputed Companies that the vendor has supplied required quantity of Desktop PCs, Printers & Scanners to them with year-wise/PO-wise details Bidder who is submitting the bid proposals, shall submit POs issued on their Company only
07	The Bidder should have local Office and own personnel/ Service Support Centre at area of operation of both Banks(i.e. in the State of Karnataka & Kerala) to liaison various activities like installation and maintenance etc.,	The bidders to furnish the details of Service Support Centre and existing service centre infrastructure details like contact details with postal Address, No of engineers, jurisdiction of the engineer etc., besides local Contact Person Name, Address, Phone No, Mobile No, email etc.,

08	The Bidder should have supplied, installed and maintaining at least 400 Desktop PCs, Printers & Scanners in single order to at least 1 Public Sector Bank/Public Sector Undertakings in India in Multi locations during last 2 years (up to 01-04-2015 to 31/03/2017)	Certificate/Reference Letter from Public Sector Bank/ Public Sector Undertaking to the effect should be submitted
09	The Bidder should not have been Black listed by any Government Authority or Public Sector undertaking (PSUs) Public Sector banks due to lack of support / Services, poor hardware quality and malpractices as on the date of Submission of Bid.	The Bidder shall give an undertaking that they have not been Black listed by any of the Govt. Authority, PSUs, and PSBs as on date of Submission of the Tender, otherwise their Bid will not be considered. It should be a notarized undertaking.
10	Bidder / OEM should have ISO 9001 / 14001 / 18001 or any latest ISO certificate Viz ISO 27001:2005 ISO 20000-1:2005 ISO 9001:2008	Copy of latest Valid Certificate to be submitted.
11	OEM should provide a letter, on Equipment Support and availability of Spares during the contract Period of 6 (Six) Years	A Suitable letter / Certificate from OEM to be submitted along with the Technical Bid.
12	The OEM also should Provide a Certificate that all the Equipments offered are not "End of Life: for Next one Year and "End of Support" for minimum of 6 (six) years from the date of submission of Bid	A Suitable letter / Certificate from OEM to be submitted along with the Technical Bid

6. Participation Methodology

- In a tender either the partner/distributor/System Integrator on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

- If a partner/distributor/System Integrator bids on behalf of the OEM, the same partner/distributor/System Integrator shall not submit a bid on behalf of another OEM in the same tender for the same item/product.
- In the event partner/distributor/System Integrator fails in their obligations to provide the product updates (including management software updates and new product feature releases) within 30 days of release/announcement, the OEM should assume complete responsibility on behalf of the partner/distributor/System Integrator to provide the same to the bank at no additional cost to the bank and will directly install the updates and any new product releases at the Bank's premises. To this effect Bidder should provide a dealer/distributor certificate as per Annexure-15.

7. Requirement Details

- 7.1. Bank invite sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Rate Contract for Supply, Installation and Maintenance of Desktop PCs, Printers & Scanners for different departments of the Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. The brief description of Desktop PCs, Printers & Scanners is furnished in following tables:-

SI No	Item Details	PKGB	KGB	TOTAL	Locations
1	Desktop PCs	240	-	240	The Details of the Branches/Offices where the Desktop PCs, Printers & Scanners are to be delivered will be intimated at the time of placing the order.
2	Pass Book Printer	460	200	660	
3	Fast Dot Matrix Printer	318	125	443	
4	Scanner	60	100	160	

- 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/s. Bank shall procure the Hardware items as and when requirement arises at the rates fixed and on the terms & conditions of this RFP.
- 7.3. Detailed technical specification for each of the above Desktop PCs, Printers & Scanners are furnished in **Annexure-10**. All the Desktop PCs, Printers & Scanners for Rate Contract for Supply, Installation and Maintenance of Desktop PCs, Printers & Scanners should have comprehensive onsite warranty of 3 (Three) years and 3 (Two) Years AMC Support.
- 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 Tender.

8. Scope of Work

- 8.1. Selected Bidder has to Supply, install and maintain the Desktop PCs, Printers & Scanners as per the conditions of RFP.

- 8.2. 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 Bank at the respective locations i.e. on-site comprehensive warranty.
- 8.3. The Bidder shall deliver Desktop PCs, Printers & Scanners at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank.
- 8.4. For each location, the Bidder is expected to provide Desktop PCs, Printer & Scanners with the related drivers & manuals etc.
- 8.5. The Bidder will be single point of contact to the Bank.
- 8.6. The bidder(s) must undertake to provide Post Warranty on-site Maintenance Support for supplied Desktop PCs, Printers & Scanners and arrange for spare parts for a minimum period of 5 years after expiry of warranty period for all Hardware items. The bidder shall provide service/support on all working days maximum resolution / response time specified in the RFP.
- 8.7. The Successful Bidder has to ensure installation of the Desktop PCs, Printers & scanners at ordered locations and arrange to give a demo to the users concerned regarding the features.
- 8.8. The Bidder's scope of work as per the conditions of RFP and technical specifications shall be to supply & Installation of ordered Equipments, transportation, transit insurance, local delivery, storage and installation insurance up to acceptance by the Bank and also includes documentation, warranty, annual maintenance(if contracted).
- 8.9. The Bidder has to supply all the Hardware Items to the ordered locations as per the Technical Specifications mentioned in the Annexure-10.
- 8.10. The Bidder shall be fully responsible for Delivery, Installation and Maintenance of the ordered Hardware Items.
- 8.11. The Bidder shall provide all other required equipments 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.
- 8.12. The Successful bidders shall provide service/support on all working days except bank holidays (8.00 a.m. to 8.00 p.m.).
- 8.13. The Successful bidders should ensure to resolve the problem as the resolution/response time mentioned in the RFP.
- 8.14. The Successful bidders will maintain all the inventory details of hardware items purchased, lodge the complaints related to equipment supplied under this RFP from various branches/offices and will coordinate to resolve problems.
- 8.15. The subject call redressal system should have provision to log the call through telephonically from any branch or location. The portal should be able to generate the report for all the calls pending, attended and based on time period mentioned to

resolve the call logged. As per the report generated from the system, bank will levy the penalty mentioned in the RFP.

- 8.16. 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.
- 8.17. 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.
- 8.18. The bidder(s) has to submit an undertaking (format enclosed in the ANNEXURE 11) along with the delivered items, signed by the authorized person, certifying that all the components/parts/assembly/software used in the proposed hardware are original / new components 8 parts / assembly / software and that no refurbished / duplicate / second hand components have been used or would be used.

8.19. Project Completion and Management

- 8.19.1. For smooth completion of project the Bidder should identify one or two of its representatives at Bengaluru as a single point of contact for the Bank.
- 8.19.2. Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.
- 8.20. Selected Bidder to ensure the following before the Dispatch of the Desktop PCs from their Factory.
 - 8.20.1 As the Bank is using Finacle 7.0.18 version some of the Software packages are to be installed in the Desktop PCs. Bank is having required licenses. The required media will be provided by the Bank.
 - 8.12.1.1. The selected Bidder should install the following packages in the ALL IN ONE PCs:
 - a. Symantec Antivirus 12.1.2015.2015
 - b. Sign Cap
 - c. ILink Web 1.3
 - 8.20.1.2. Following free or open source Software are also required to be loaded in the Desktop PCs :-
 - a. Java 7 Update 17
 - b. Modjre policy
 - c. .java.policy
 - d. MSJavWU_8073687b82d41db93f4c2a04af2b34d
 - e. msjavx86
 - f. Adobe Reader X(10..)
 - g. Adobe flash player 11 ActiveX

h. Libre Office

i. 7 Zip

8.20.1.3. Printer and Scanner Drivers are to be copied to a folder in ALL IN ONE PCs.

8.20.1.4. The entire scope of loading the required software packages, loading open source software, copy files (printer and scanner driver) to folders, and pasting tamper proof stickers, will be done at the factory before shipment of materials.

8.12.1.5. The selected Bidder shall collect required dump from Bank

B. BID PROCESS

9. Bid Document & Cost

- 9.1. This document can be downloaded from Bank's website <http://www.pragathikrishnabank.com/> . In that event, the bidders should pay the Application Fee of Rs.20,000/- for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Pragathi Krishna Gramin Bank, payable at Ballari and submit the same along with the Conformity to Eligibility Criteria document.
- 9.2. Submission of the cost of the Bid document in other than Part-A (i.e. Technical proposal) is liable to be rejected on grounds of non-payment of the cost of Bid document.
- 9.3. 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.

10. Clarification to RFP & Pre- Bid Queries

- 10.1. 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-H.**
- 10.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the General Manager, Pragathi Krishna Gramin Bank, Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24th Main Road, 1st Phase, P Nagar, Bengaluru -560 078 before 01:00 by the intending bidders before 03:00 PM on **09/05/2017 (Tuesday).**
- 10.3. No queries will be entertained from the bidders after the above date and time.
- 10.4. 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 (www.pragathikrishnabank.com) 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.

10.5. No oral or individual consultation will be entertained.

11.Pre-Bid meeting:

11.1. A pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP.

Date	Day	Time	Venue
10/05/2017	Wednesday	03.30 PM	Pragathi Krishna Gramin Bank, Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24 th Main Road, 1 st Phase, J P Nagar, Bengaluru -560 078

No separate communication will be sent for this meeting. 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 a maximum of 2 representatives from each Bidder to participate in the pre-bid meeting.

11.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

11.3. 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.

11.4. 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 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.

11.5. Non receipt of reply to the queries raised by any of the Bidders shall not be accepted as a valid reason for non-submission of Bid. In addition, non-reply to any query may not be deemed the version of the Bidder as reflected in the query has been accepted by the Bank.

12.Amendment to Bidding Document

12.1. 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.

12.2. Notification of amendments will be made available on the Bank's website (i.e. www.pragathikrishnabank.com) and will be binding on all bidders and no separate communication will be issued in this regard.

- 12.3. 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 the submission of Bids.

13. Bid System Offer

The response to the present tender will be submitted by way of two stage bidding process comprising of Technical Bid (Part – A & Part B) & Commercial Bid (Part C) as detailed below;

- 13.1. **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.
- 13.2. **Part-B - Technical Proposal**– indicating the response to the Technical specification of Desktop PCs, Printers & Scanners. The format for submission of Technical Proposal is as per APPENDIX–B.
- 13.3. **Part-C - Commercial Bid**- furnishing all relevant information as required as per Bill of Material as per ANNEXURE-17. The format for submission of Commercial bid is as per APPENDIX-C

14. Preparation of Bids

- 14.1. The Bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed 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 initial all pages of the Bids, except for un-amended printed literature.
- 14.1.1. The three parts as stated above should be placed in three separate envelopes each one super scribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' and properly closed and sealed. Thereafter, all the three envelope shall be placed inside another envelope and properly closed and sealed. The final envelope should be super scribed as **"Offer for Supply, Installation & Maintenance of Desktop PCs, Printers & Scanners in response to RFP No: PKGB/PMO/RFP/01/2017-18 Dated 26/04/2017"** (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope.
- 14.1.2. 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 of the Authorized Signatory. Bids with erasing / overwriting / cutting are without authentication will be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.
- 14.1.3. All the envelopes shall bear the name and complete postal address of the Bidder and authority to which the Bid is submitted.

14.2 Part A- Conformity to Eligibility Criteria:

- 14.2.1. Before submitting the bid, the bidders should ensure that they conform the eligibility criteria as stated in clause-5 of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.
- 14.2.2. The Conformity to Eligibility Criteria as per ANNEXURE-3 among others, must contain Demand Draft towards the cost of the Bid document as stated in point No 9.1 above and EMD/Bank Guarantee in lieu of EMD as per APPENDIX-E of Instructions of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per APPENDIX-A.
- 14.2.3. The Placement of Application Money and EMD in other than Part- A Conformity to Eligibility Criteria will make the bid liable for rejection.
- 14.2.4. After ensuring the above, it shall be placed inside a separate envelope and sealed and super scribed on the top of the cover as **“PROPOSAL-PART-A for Supply, Installation& Maintenance of Desktop PCs, Printers & Scanners”**.

14.3. Part B – Technical Proposal

- 14.3.1. Technical Proposal should be submitted as per instructions contained in APPENDIX-B. Relevant technical details and documentation should be provided along with Technical Proposal.
- 14.3.2. It is mandatory to provide the technical details of the Solution required by the bank in the exact format of ANNEXURE-9 of this tender.
- 14.3.3. 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.
- 14.3.4. 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 of 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.
- 14.3.5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 14.3.6. 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.
- 14.3.7. 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.
- 14.3.8. Masked commercial bid which is not as per below instruction will make Bid liable for rejection:

14.3.8.1. Should be replica of Commercial Bid except that it should not contain any price information (with Prices masked).

14.3.8.2. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ATS charges, Implementation Charges etc.

14.3.9. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscripted on the top of the cover as **“PART B-Technical Proposal for PKGB/PMO/RFP 01/2017-18 dated 26/04/2017 for Rate Contract for Supply, Installation and Maintenance of Desktop Computers”**.

14.4. Part C – Commercial Bid

14.4.1. Commercial Bid should be submitted as per the instruction in **Appendix-C**.

14.4.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure-17**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

14.4.3. Under no circumstances the Commercial Bid should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. **The placement of Commercial Bid in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.**

14.4.4. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, **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.

14.4.5. 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.

14.4.6. 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.

14.4.7. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

14.4.8. If any of the deliverable product, mainly, Hardware, software, Service/Support etc. has both VAT (GST as & when Introduced) and Service Tax, the bidder has to indicate the Goods component with percentage of VAT and Service Component with service Tax involved. The Goods Component + Service Component should be limited to 100% of the Cost Price. For example, if Goods Component is 60% then, the Service Component cannot be more than 40%.

14.4.9. 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 for PKGB/PMO/RFP 01/2017-18 dated 26/04/2017 for Rate Contract for Supply, Installation and Maintenance of Desktop Computers**.

15. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD

- 15.1 . The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs.16,00,000/- (Rupees Sixteen Lakh Only) by way of Demand Draft drawn on any Scheduled Commercial Bank In India in favour of Pragathi Krishna Gramin Bank, payable at Ballari and should be kept along with the Part-A - Conformity to Eligibility Criteria.
- 15.2 . In Case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-E**.
- 15.3 . Submission of EMD in other than Part A-Conformity to Eligibility Criteria Envelope is liable to be rejected on grounds of non submission of EMD.
- 15.4 . The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the commercial bid of the Technically Qualified Bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.
- 15.5 . The EMD may be forfeited / Bank Guarantee may be invoked:
 - 15.5.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
 - 15.5.2. If the Bidder /s fails to participate and quote the Price in online Reverse Auction or fails to login to Reverse Auction Process
 - 15.5.3. 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.

16. _Make and Models.

It is mandatory to provide 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 hardware items which are impending End of Life / End of Support in one year from the date of submission of the Bid.

17. 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 Bid made, without any additional charges to the Bank. The Bank is at liberty to reproduce all the documents and printed material produced by the bidder in relation to the RFP for its own use

18. Costs & Currency:

The Offer must be made in Indian Rupees only as per Bill of Material (ANNEXURE-17)

19. Erasures or Alterations

The Offers containing erasures or alterations or overwriting will not be considered. There should be no hand-written material, corrections or alterations or overwriting 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.

20. 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. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

21. Submission of Bids

21.1. 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.

21.2. The bid/s properly super scribed in the manner prescribed in earlier clauses of this RFP should be deposited in the Tender Box kept at the Place, Venue, Date and Time mentioned below :-

Last Date of submission of Bid	Day	Time	Venue
25/05/2017	Thursday	03:00 PM	Canara Bank RRB CBS Project Office, LIC “Jeevan Soudha” Building, First Floor, 19/19, 24th Main Road,1st Phase, J P Nagar, Bengaluru -560 078

21.3. If last day of submission of bids is declared 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.

21.4. Bids sent through post/courier will not be accepted/ evaluated. No offer will be accepted directly.

21.5. If the envelopes containing bid documents, 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.

21.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents:-

First Official	Alternate Official
Mr. Lokesh D Manager, Pragathi Krishna Gramin Bank, Canara Bank RRB CBS Project Office, LIC “Jeevan Soudha” Building, First Floor, 19/19, 24 th Main Road,1 st Phase, J P Nagar, Bengaluru -560 078 Tel : 080-26087510	Mr. Shridhara Hegde, Chief Manager (IT), Pragathi Krishna Gramin Bank, Canara Bank RRB CBS Project Office, LIC “Jeevan Soudha” Building, First Floor, 19/19, 24 th Main Road,1 st Phase, J P Nagar, Bengaluru -560 078 Tel :080-26087547

21.7. 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 Bids. However Bidder should reach the venue before the date and time stipulated above.

22. Bid Opening

22.1. The Part A- Conformity to Eligibility Criteria shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule :-

Date	Day	Time	Venue
25/05/2017	Thursday	03:30 PM	Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24 th Main Road, 1 st Phase, J P Nagar, Bengaluru -560 078

Bidder's representative may be present in the venue well in time along with an authorization letter, as per the format attached (Annexure –6).

Note: Authorisation letter should be carried in person and shall not be placed inside in any of the bid covers.

22.2. 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.

22.3. 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 holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.

22.4. The following details will be announced at the time of bid opening.

22.4.1. Bidders name

22.4.2. Presence or absence of cost of the bidding document and Bid security (In case of Technical bid opening)

21.4.3. Such other details as the Bank at its discretion may consider appropriate.

22.5. If any of the bidders or all bidders who submitted the tender are not present during the specified date and time 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

22.6. The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on the eligibility criteria stipulated. 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.

22.7. The Commercial Bid of only those bidders who qualified in **Part B-Technical Proposal** will be reckoned for Reverse Auction process.

C. SELECTION OF BIDDER

23. Preliminary Scrutiny

The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed and whether items are offered as per RFP requirements, whether technical documentation as required to evaluate the offer has been submitted

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 of the Eligibility Criteria and bidding document is submitted without any material deviations.

24. Clarification of Offers

- 24.1 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.
- 24.2 The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

25. Evaluation of Bids

- 25.1 The Bid will be evaluated by a Committee of officers 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. The Bids will be opened in the presence of bidder/s who are interested in being present during the process on the date decided by the Bank.
- 25.2 Part A- Conformity to Eligibility Criteria: The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on Clause-5 of RFP and the documents submitted as per Appendix-A. 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.
- 25.3 Part B- Technical Proposal: The Part B- Technical Proposals submitted by the bidder will be evaluated for the documents submitted as per Appendix-B. The Part C-Commercial Bids (Indicative) of only those bidders who qualified in Part B- Technical Proposals, will be opened with due communication by the Bank
- 25.4 Part C-Commercial Bid (Indicative): The Part C- Commercial Bid (Indicative) submitted by the bidder will be evaluated for the documents submitted as per Appendix-C. However, for arriving at L1, Bank will conduct Reverse Auction as mentioned elsewhere in the RFP document.
- 25.5 Reverse Auction: Bank will conduct Reverse Auctions for arriving at L1/L2/L3...etc.

26. Normalization of Bids

- 26.1 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 ask 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:-

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

OR

26.1.2. Revised submissions of the entire bid in the whole

26.2. 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.

26.3. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

27. Intimation to Qualified / Successful Bidders

The Bank will prepare a list of technically qualified bidders on the basis of evaluation of Part – B Technical Proposal and the names of qualified bidders would be announced on Bank's website (www.pragathikrishnabank.com) / Notice Board. Only qualified bidders shall participate in the Reverse Auction. After the entire completion of selection process, final list of the bidders (L1, L2, L3... etc.,) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

28. 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:-

- 28.1. Bank may waive off any minor infirmity or non – conformity or irregularity in a bid, which does not constitute a material deviation.
- 28.2. 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.
- 28.3. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 28.4. 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 same will prevail over the total furnished in the Bill of Material.
- 28.5. 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.
- 28.6. If the bidder does not accept the correction of errors, the bid will be rejected.

29. Determination of L1 Price.

- 29.1. L1 Price will be determined after giving effect to arithmetical correction, if any.

29.2. 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 (indicative) as per ANNEXURE-17 of RFP or in a manner described in paragraph F of APPENDIX-I. Brief Business Rules and Terms & Conditions of Reverse Auction are detailed in APPENDIX-I.

29.3. Online reverse Auction

29.3.1. Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.

29.3.2. Reverse Auction event will be carried out among the technically qualified Bidders, based on evaluation of Part B-Technical Proposal, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.

29.3.3. For finalization of the most competitive offer, the Bank will conduct "Reverse auction" The detailed procedure and Business rules for the Reverse auction is given as per Annexure-I.

29.3.4. Bank will call the technically qualified bidders whose Commercial Bids 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. 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.

29.3.5. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.

29.3.6. The L-1 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-17. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD with the Bank, which may please be noted.

29.4. Re-Auction Rules:

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

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

29.4.1.2. During the process of reverse auction, if there is no bids from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.

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

29.4.2. Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank. Bank at its discretion can ask 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, their EMD will be liable to be forfeited. If the EMD is submitted by the way of BG, Bank can at its discretion invoke the Bank Guarantee.

29.4.3. 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.

29.5. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

30. Bid Validity Period

The Offer submitted and the prices quoted therein shall be valid for 180 days from the last date for submission of the offer (BID). Bid valid for any shorter period shall be rejected by the Bank.

31. 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 central to the evaluation and selection process, it is important 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/Annexure to this RFP shall form integral part of the RFP.

32. Project Ownership

32.1. 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 PCs, Printers & Scanners and Other Items which are relevant to this RFP.

32.2. Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution in case third party 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).

32.3. 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.

33. Acceptance of Offer

33.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

33.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.

33.3. 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.

33.4. 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.

33.5. Bank has the right to cancel the process before awarding any orders at any point of time without assigning any reasons.

34. Award of Contract

34.1. The bidder who is L1 as per above clause no. 29 will be referred to as the selected bidder and Bank will notify the name of the selected bidder by display in the Notice Board of the Bank.

34.2. 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.

34.2.1. The orders shall be placed by the individual Banks (PKGB & KGB) for their requirements separately.

34.2.2. The Selected Bidder to enter into contract with respective Banks separately as per the agreement format furnished in **appendix J**

34.3. 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.

34.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

D. TERMS AND STIPULATIONS

35. Effective Date

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.

36. Project Execution

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 Bangalore. However, for escalation purpose, details of other persons shall also be given.

37. Security Deposit / Performance Bank Guarantee.

37.1. The successful bidder should submit a Security Deposit / Performance Guarantee for 10% value of the contract within 21 Working days from the date of receipt of the order.

37.2. If the Security Deposit / Performance Guarantee is not submitted within the date stipulated above, penalty at 0.50% per week on the cost of the order will be deducted

from the delivery payment for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value.

- 37.3. Security Deposit should be submitted by way of DD drawn on Pragathi Krishna Gramin Bank payable at **Ballari**/Bank Guarantee may be obtained from any of the Scheduled Banks. However it should be as per the bank's format.
- 37.4. Security deposit / Performance Bank Guarantee (PBG) should be valid for 5 (Five) years from the date of acceptance of the order and shall be retained till completion of warranty & AMC period. The Guarantee should also contain a claim period of 3 (three Months from the last date of validity).
- 37.5. The security deposit / bank guarantee will be returned to the bidder on completion of Warranty Period
- 37.6. 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.

38. Execution of Agreement

- 38.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Contract Agreement" (**format Furnished Appendix-J**) with the Individual Banks (PKGB & KGB Separately) at the time, place and in the format prescribed by the Bank. Failure to execute the Contract Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 38.2. The Contract Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Contract shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The contract shall be valid till all contractual obligations are fulfilled.
- 38.3. The Contract needs to be executed for both the Banks separately with the concerned Bank.
- 38.4. The Project Management Office will facilitate and coordinate for placing the PO, execution of Agreement by both the Banks and for releasing the payments.

39. Delivery, Installation & Maintenance

- 39.1. Delivery of all Desktop Computers should be within **6 weeks** from the date of receipt of the Purchase Order for non-road permit locations. The Delivery period **for Road Permit locations will be 7 Weeks**. Please note that no extra charge/ tax will be paid for those locations where road permit is required. Vendor only has to arrange for road permit at his cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post.
- 39.2. The successful bidder should ensure the installation of the delivered hardware at the bank branch/office within a week from the date of delivery of the hardware.
- 39.3. Non-compliance of the above delivery and Installation clause (41.1) & (41.2) put together within 8 (Eight) weeks (For both Non Road permit Locations and Road Permit Locations) will result in imposing penalty at 0.50% per week or part thereof, on the invoice value branch wise.

- 39.4. 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, the bidder in such cases shall deliver, install and maintain at the modified locations at no extra cost to the Bank. However if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and maintenance at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty/AMC should be applicable to the altered locations also.
- 39.5. 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.
- 39.6. 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 regarding placing of order / authority to the Vendor, if required.
- 39.7. 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.
- 39.8. 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.

40. Pre- Dispatch Inspection (PDI)

- 40.1. The Bank and / or its nominated officials / consultants may at its discretion carry out pre- dispatch inspection of all the items or any part thereof before delivery. On account of PDI there will not be any change in delivery terms and conditions of this RFP. However the Bank has the discretion to conduct PDI.
- 40.2. The selected Bidder shall inform his readiness for pre-dispatch inspection at least 7 days in advance. Inspection of the items to be supplied to the Bank will 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 vendor if the items offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure.

41. Penalties / Liquidated Damages

41.1. Penalties / Liquidated damages for delay in Delivery and Installation of Desktop PCs, Printers & Scanners in all Locations.

Non-compliance of the above delivery & installation clauses [(41.1) and (41.2)] put together within 6 (six) weeks (For Non Road permit Locations) / 7 (Seven) Weeks (For Road Permit Locations) will result in the Bank imposing penalty at 0.50% per week or part thereof, on the invoice value location/office address wise.

41.2. 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.

41.3. In case faulty Hardware items (PCs, Printers & Scanners) are not repaired / replaced within a working day as per **47.3.1**, Bank shall impose a penalty of Rs.100 per day of Delay.

41.4. 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 Orders levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.

41.5. However the total Penalty / Liquidated Damages to be recovered under clause 43.1 & 43.2 shall be restricted to 10% of the total value of the order.

41.6. All the above LDs are independent of each other and are applicable separately and concurrently.

41.7. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

42. Pricing & Payments

42.1. The Price offered to the Bank must be in Indian Rupees, and inclusive of Duties / Insurance/ Freight but Exclusive of all taxes CST / LST / VAT /GST / Octroi / Entry Tax Etc. The Vendor has to quote the applicable taxes separately.

42.2. The item value along with CST / VAT/GST should be claimed in the invoice, location wise and CST / VAT/GST will be paid in actual at our end. However please note that taxes will be paid to the maximum of taxes indicated in the Bill of Material. Octroi / Entry Tax, if applicable, will also be paid / reimbursed at our end centrally on production of original payment receipt from the respective location where the items were delivered.

42.3. The Octroi / Entry Tax will have to be claimed separately by submitting the original Octroi / Entry tax paid receipt location wise and it should be claimed before / within the installation payment.

42.4. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the offer validity period.

42.5. 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.

- 42.6. Applicable Taxes will be paid at actual to the maximum of taxes indicated in the Bill of Material. If there is any delay in delivery of the hardware ordered on account of the Bidder, then any increase in tax rate has to be borne by the bidder. However if any decrease in the tax rates, then the taxes at actual will be paid.
- 42.7. If any of the deliverable product, mainly, Hardware, software, Service/Support etc. has both VAT and Service Tax, the bidder has to indicate the Goods component with percentage of VAT and Services Component with Service Tax involved. The Goods Component + Services Component should be limited to 100% of the Cost Price. For example, if Goods Component is 60% then, the Service Component cannot be more than 40%.

43. Payment Terms

- 43.1. All Payment will be released by the respective Banks on production of relevant documents. The Delivery Note and Invoices should be raised on respective Banks as per the purchase order. The invoices should be submitted at the below address:-

PKGB	KGB
The Senior Manager, Pragathi Krishna Gramin Bank, DIT HO Annexe, PKGB Building, 2nd Floor, I U D P Layout, Chitradurga - Karnataka – 577 501.	The Senior Manager, Kerala Gramin Bank, I T Wing, Head Office, KGB Towers, Malappuram - Kerala – 676 505

The Banks shall release the payment of each **undisputed Invoice** raised in accordance with this RFP and subsequent Purchase Order/s within thirty (30) calendar Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice accompany the required documents together with evidence of delivery/installation and payable under this RFP and subsequent Purchase Order.

43.2. Payment Schedule will be as under :-

Sl. No	Payment Stages	% of Payment	Condition/Remarks
1	Delivery	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 should be submitted while claiming payment in respect of orders placed.
2	Installation	20%	10% of the total cost will be released after successful installation of Hardware 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	Warranty	10%	10% of the total cost shall be paid only after completion of warranty period of three years. or On submission of a bank guarantee for equivalent amount by the vendor after releasing 90% payment.

43.3. Payments shall be released upon submission of relevant documents as per RFP terms and found in order by the respective offices.

43.4. The payments will be released through NEFT/ RTGS and the selected Bidder to provide necessary Bank details like Account No. , Bank's Name with Branch IFS Code etc., the net payment will be made after deducting applicable Taxes, penalty and LD if any.

44. Order Cancellation / Termination of Contract

44.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:

44.1.1. Delay in delivery beyond the specified period for delivery.

44.1.2. Serious discrepancies noted in the items delivered.

44.1.3. Breaches in the terms and conditions of the Order.

44.1.4. Non satisfactory performance of the Desktop PCs, Printers & scanners during warranty

44.2. 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:

44.2.1. Non submission of acceptance of order within 7 (Seven) days of order.

44.2.2. Excessive delay in execution of order placed by the Bank.

44.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.

44.2.4. The bidder goes in to liquidation voluntarily or otherwise.

44.2.5. An attachment is levied or continues to be levied for a period of 7 (Seven) Days upon the effects of the bid.

44.2.6. The progress made by the selected bidder is found to be unsatisfactory.

44.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

44.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during AMC period (If contracted).

44.4. 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 (Seven) days prior notice to the bidder.

- 44.5. 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.
- 44.6. 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.
- 44.7. 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.

45. Local Support

- 45.1. The bidder should be capable of meeting the service & support standards as specified in this tender.
- 45.2. The bidder shall provide Warranty and AMC support [if contracted] during office Hours on all Bank Working days of the year for all the locations.
- 45.3. Response Time and Meantime to Restore (MTTR)
- 45.3.1. Response Time shall be 6 hours for Urban Branches and 8 hours for other locations. MTTR shall be 24 hours
- 45.3.2. Time specified above is from lodging of complaint.

46. Software, Drivers and Manuals

- 46.1 The vendor will supply along with each item ordered all the related documentation and software.
- 46.2 All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

47. Training

No separate training is required. The selected Vendor has to give demo and explain operational guidelines of the product at the site of the installation to Bank's Officials.

48. Warranty

The entire equipment / hardware (including OS) & software deployed for this project shall be under Comprehensive Onsite Warranty covering all parts including for the display panel, updates, minor upgrades 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.

49. Annual Maintenance Contract (If Contracted)

- 49.1 At the time of submission of bids, the Bidder has to submit his quote for Desktop PCs, Printers & Scanners 2 years in the Commercial Bid separately for Comprehensive maintenance contract.

- 49.2 The Bank, at its discretion may enter into Annual Maintenance Contract (AMC), with the Bidder after completion of respective warranty periods. Bank however, reserves the right to enter into Annual Maintenance Contract (AMC) agreement Regional Office-wise or from a single centralized location.
- 49.3 Support for maintenance of Desktop PCs, Printers & Scanners supplied should be available for a minimum period of 2 years, covering all parts, maintenance and support, after expiry of warranty period.
- 49.4 The Bank will pay AMC charges 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. All applicable Taxes will be paid at actual.
- 49.5 The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 days, without assigning any reason thereof. However, the selected bidder shall commit himself to service for a minimum period of 5 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.
- 49.6 The Bidder has to submit an under taking to the effect that Maintenance Service for the Hardware will be provided for a minimum period of 2 years after the completion of warranty period at a rate not more than specified in the Bid Document. During the Maintenance period, the "Desktop PCs, Printers & Scanners" that needs services will be kept at the Regional Offices concerned.
- 49.7 During the Warranty and AMC (if contracted) period, the Bidder should extend the On Site Service Support. The scope of Warranty and AMC (if contracted) shall include:-
- 46.7.3. Rectification of defects if any.
 - 46.7.4. Preventive Maintenance quarterly.
 - 46.7.5. Maintenance of Desktop PCs, Printers & Scanners
 - 46.7.6. Replacement of all Printer and Scanner spares without any extra cost to Bank covering all parts & labour.
- 49.8 It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee to the tune of 10% of the value of the Purchase Order, if AMC charges quoted by the bidder are abnormally low (below 4% of the cost). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC obligations of the bidder. Bidder shall quote the charges of AMC as per the Bill of Material (**ANNEXURE-17**). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC period with a claim period of 3 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified in clause 46.1. 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.
- 49.9 Selected Bidder has to provide the list of spares and consumable not covered under Warranty & AMC.

50. Scope Involved During Warranty and AMC Period (if contracted)

During the period of contract up to completion of Warranty and also during annual maintenance (if contracted), the bidder shall perform the following:

- 50.1 If any software and Hardware upgrades and updates provided by the OEM as free of cost, it should be provided and installed & configured by the selected bidder during Warranty and AMC support [If contracted].
- 50.2 Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Bank.
- 50.3 The system spare parts/services, as and when required, and complete maintenance of the hardware Items during warranty period and AMC (if contracted), shall be supported for a period to be specified by the bank.
- 50.4 The support shall be given in person or through telephone, FAX, letter and E-mail within a reasonable time as the case may be.
- 50.5 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.
- 50.6 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 E-mail, Toll-free no, on line portal, web, etc.
- 52.6.1. Escalation matrix should be provided for support, technical, project, etc. as per **ANNEXURE-14.**
- 52.6.2. During AMC period [If contracted] Bank may, by notice of not less than 30 days in writing to the bidder, modify or delete either any location or all location, either partial items or all items of the contract.

51. Spare Parts

- 54.1 The vendor shall make available the spare parts, components etc., for the systems for a period to be specified by the Bank, during warranty and AMC period.
- 54.2 If any of the peripherals / components is not available during the warranty /AMC period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity.

52. Mean Time between Failures (MTBF).

If during the warranty period, any hardware items fails (hardware) on four or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the vendor at no additional cost to the Bank.

53. 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 and AMC period (if contracted) of the contract and 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.

E. GENERAL CONDITIONS

54. Intellectual Property Rights

- 54.1 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.

54.2 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.

54.3 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.

54.4 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.

55. Roles & Responsibility during Project Implementation

55.1 All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, 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.

55.2 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 theirs sub-bidders.

55.3 In case any damage of Bank's property during execution of work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

55.4 The selected vendor has to execute an Undertaking of Authenticity for Hardware Items as per (Annexure-11).

55.5 The product quoted should have been in satisfactory use in CBS environment using Finacle at a Public Sector Bank for a minimum period of last 6 months.

56. Indemnity

- 56.1 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:
- 56.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
 - 56.1.2. Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 56.2 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 Desktop PCs, Printers & Scanners supplied by them.
- 56.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - 56.2.2. The limits specified above said 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 of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
 - 56.2.3. 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 be Bank be liable for any payment or claim 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.
- 56.3 Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

57. 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.

58. Assignment

- 58.1 The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent.
- 58.2 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 of the Vendor under this RFP.

59. 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

60. 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 Desktop PCs, Printers and Scanners. 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 Desktop PCs, Printers & Scanners.

61. 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, upgrades/ updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

62. Confidentiality and Non-Disclosure

62.1 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-8.

62.2 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 is strictly prohibited.

63. Amendments to Purchase Order

One purchase order is accepted by the bidder, no amendments or modifications of order and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

64. Amendments to the Agreement

Once contract agreement and AMC agreement [If AMC contracted] are 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.

65. General Order Terms

Normally, the Order will be placed on the successful 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 of the Bank to place orders or otherwise under such situation shall rests with the Bank and the decision of the Bank is final.

66. 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.

67. Responsibility for Completeness:

- 67.1 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.
- 67.2 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 installing, customizing and testing the system without any further charge, expense and costing to Bank.
- 67.3 Any supplies and services which might not have been specifically mentioned in this tender but are necessary for installation, testing, commissioning, performance or completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian condition.
- 67.4 The Bidder shall be responsible for any discrepancies, errors and omissions in the drawings 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 in drawings and other information as mentioned above within the time schedule and without extra cost to the bank.

68. Responsibilities of the Bidder

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

- 68.1 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.
- 68.2 The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 68.3 No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 68.4 Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Bank. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.

68.5 The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill 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 proposed Bidder solution requirements. 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 fulfill all the terms and conditions of this RFP.

69. Force Majeure

- 69.1 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.
- 69.2 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.
- 69.3 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.
- 69.4 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 endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

70. Corrupt And Fraudulent Practices

- 70.1 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:
- 70.2 "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
- 70.3 "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.

- 70.4 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.
- 70.5 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.
- 70.6 The decision of Bank in determining the above aspects will be final and binding on the 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.
- 70.7 Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in not 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.
- 70.8 The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for supply, installation and maintenance of Desktop PCs, Printers & Scanners by the Bank.

71. Resolution of Disputes

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (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 absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Bangalore, INDIA.

72. 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.

73. Responsibilities of Selected Bidder

- 73.1 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 and AMC period.
- 73.2 The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during warranty and AMC period and the selected Bidder shall provide the same.
- 73.3 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 and AMC period

74. Legal Disputes & Jurisdiction of the Court

- 74.1 All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Bangalore and the parties agree to submit themselves to the jurisdiction of such court this RFP/contract agreement shall be governed by the laws of India.
- 74.2 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.

75. Government of India Guidelines On Purchase Preference

75.1 Procurement through Micro & Small Enterprises [MSEs]:

Procurement through MSEs will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises from time to time.

Following are the conditions applicable as per the Government of India Guidelines.

75.1.1 This MSEs should have registered with :

- 75.1.1.1. District Industries Centers or
- 75.1.1.2. Khadi Village Industries Commission or
- 75.1.1.3. Khadi & Village Industries Board or
- 75.1.1.4. Coir Board or National Small Industries Corporation or
- 75.1.1.5. Directorate of Handicrafts & Handloom or
- 75.1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

75.1.2 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 & such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately according to the tendered quantity.

- 75.1.3 Bank shall procure minimum 20% of their annual value of goods or services from MSEs.
- 75.1.4 **Special provisions for MSEs owned by SC or ST-**
 - Out of the 20% annual target from MSE, a sub-target of 20% [i.e. 4% out of 20%] shall be earmarked for procurement from MSE owned by SC or ST entrepreneurs.
- 75.1.5 MSEs are also exempted from paying Application fee/cost & EMD.
- 75.1.6 MSEs should submit the relevant documentary proof for claiming the exemptions.
- 75.1.7 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.
- 75.2 The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 (six) working days from the date of communication from the Bank to avail the Purchase preference.
- 75.3 The details are available on the website www.dcmse.gov.in. Interested vendors are requested to go through the same details.

General Manager

ANNEXURE-1

Checklist

Vendors to verify the checkpoints and ensure accuracy of the same before submission of the bid.

ANNEXURES (To be submitted with Part A- conformity to eligibility criteria)		
1	Checklist	
2	Bid Covering Letter	
3	Eligibility Criteria Declaration	
4	Applicant's Profile	
5	Details of Offices/Branches/Service Centers	
6	Authorization Letter Format	
7	Non-Disclosure Agreement	
ANNEXURES (To be submitted with Part B-Technical Proposal)		
8	Technical Bid Covering Letter	
9	Technical Specifications for Desktop PCs, Printers & Scanners	
10	Undertaking of Authenticity for Desktop PCs, Printers & Scanners	
11	Compliance Statement	
12	Undertaking Letter Format	
13	Escalation Matrix	
14	Manufacturer/Authorized Distributor in India Form	
ANNEXURES (To be submitted with Part-C -Commercial Bid)		
15	Covering Letter for Commercial Bid	
16	Bill of Material(Indicative)	

Vendors to verify the checkpoint and ensure accuracy of the same before submission of the bid

Date:

Signature with Seal:.....

Name:

Designation:.....

No	Annexure-1: Other Clauses	Vendor Response [Yes/No]
1	Whether Cost of the Tender document (Demand Draft payable at Ballari) is submitted along with the Part A-Conformity to Eligibility Criteria?	
2	Whether EMD / Bank guarantee Submitted in the Part A- Conformity to Eligibility Criteria?	
3	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria	
4	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated?	
5	Whether Call log in Procedure, Preventive and Break down / Corrective Maintenance is provided?	
6	Whether address of Office on which order has to be placed is indicated in ANNEXURE-4	
7	Whether ensured that, the Desktop Computers /Software Items /Printers quoted are not End Of Life in one year from the date of Submission of Bid	
8	Whether ensured that, the Hardware Items quoted are not End Of Support for a minimum period of 6 (six) years from the date of submission of Bids	
9	Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, Part B-Technical Proposal and Commercial Bid for Supply, Installation &Maintenance of Desktop PCs, and Printers & Scanners at Various Branches are placed and sealed in another big envelope super scribed as per RFP instructions. The Name of the Bidder and Due date of the RFP is specified on the top of the envelope.	
10	Whether ensured Indexing of all Documents submitted with page numbers?	
11	Whether replica of Price Bid (Masked price bid) as per Bill of Material is submitted in Technical-Part-B.	
12	Whether Integrity Pact as per as per Clause 74 and Appendix-H has been submitted?	

Vendors to verify the above checklist and ensure accuracy of the same before submission of the
Checked for accuracy

Date:

Signature with Seal

Name:

Designation:.....

The Authorization letter as per format ANNEXURE-6 is to be carried in person and shall not be placed inside any of the bid covers.	Ensure
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ANNEXURE -2
Bid Covering Letter Format

Reference No:

Date:

The General Manager,

Pragathi Krishna Gramin Bank,

Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24th Main Road,
1st Phase, J P Nagar, Bengaluru -560 078

Dear Sir,

SUB: RFP for "Supply, Installation & Maintenance of Desktop PCs, Printers & Scanners"

Ref: Your RFP: PKGB/PMO/RFP/01/2017-18 Dated: 26/04/2017

Having examined the tender document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply Desktop PCs, Printers & Scanners 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 delivery within Five weeks for non-road permit locations and Six weeks for road permit locations and to complete installation of all the equipment as specified in the offer document within One Week from the date of delivery of the hardware to the respective locations.

If our offer is accepted, we undertake to provide Service support for the devices supplied as per the above referred RFP, during three years warranty as well as two years AMC, if contracted.

We enclose a Demand Draft /Bank Guarantee in lieu of EMD for Rs. 16,00,000/- in favour of Pragathi Krishna Gramin Bank as EMD.

We agree to abide by this offer till calendar months from the date of last day for submission of offer (Bid) and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract for reverse auction services.

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.

Dated this _____ day of _____ 2017

Signature of the Authorised Representative

Name of the company with seal

ANNEXURE-3
Eligibility Criteria Declaration

The General Manager,
Pragathi Krishna Gramin Bank,
Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24th Main Road,
1st Phase, J P Nagar, Bengaluru -560 078

Dear Sir,

SUB: RFP for "Supply, Installation& Maintenance of Desktop PCs, Printers & Scanners"

Ref: Your RFP: PKGB/PMO/RFP/01/2017-18 Dated: 26/04/2017

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

SI No	Details	BIDDRS RESPONSE	DOCCUMENTS SUBMITTED
01	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian companies Act 2013.		
02	The Bidder should be the Original Equipment Manufacturer (OEM) of proposed Hardware items OR Authorised Indian Supplier / Distributor /Partner / System Integrator(SI) of Proposed Printer items with the past 3 (three) years presence in India		
03	The Bidder should have an I T turnover of Rs.100 Crores per year during last 3 financial years i.e., 2013-14,2014-15 and 2015-16		
04	The Bidder should have a positive net worth of at least Rs.150 Crores		
05	The OEM shall have valid ISO Certificate as on date		
06	The bidder should have experience in supplying at least 2000 each of Desktop PCs, Printers (all categories put together) & Scanners in the last two years (i.e., from 01/04/2013 to 31/03/2015)		
07	The Bidder should have local Office and own personnel/ Service Support Centre at area of operation of both Banks(i.e. in the State of Karnataka & Kerala) to liaison various activities like installation and maintenance etc.,		

08	The Bidder should have supplied, installed and maintaining at least 400 Desktop PCs, Printers & Scanners in single order to at least 1 Public Sector Bank/ Public Sector Undertakings in India in Multi locations during last 2 years (up to 31/03/2016)		
09	The Bidder should not have been Black listed by any Government Authority or Public Sector undertaking (PSUs) Public Sector banks due to lack of support / Services, poor hardware quality and malpractices as on the date of Submission of Bid.		
10	Bidder /OEM should have ISO 9001 /14001/18001 or any latest ISO certificate Viz ISO 27001:2005 ISO 20000-1:2005 ISO 9001:2008		
11	OEM should provide a letter, on Equipment Support and availability of Spares during the contract Period of 6 (Six) Years		
12	The OEM also should Provide a Certificate that all the Equipments offered are not "End of Life: for Next one Year and "End of Support" for minimum of 6 (six) years from the date of submission of Bid		
13	The Bidder OEM should be Microsoft Certified Partner / Microsoft OEM Partner for the Desktop computers		

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-4

Applicant's Profile

Sl. No	Particulars	Details
A	Company / Supplier Profile- If the bidder is not manufacturer	
1.	Name of the Suppliers/Firm / Company	
2.	Constitution	
3.	Date of Establishment/Incorporation	
4.	Address (Order to be placed on which Office) Registered Office Corporate Office	
5.	Telephone No FAX No E-mail Address Website	
6.	Sales Turnover from IT related business for last Two years. 1.2015-2016 2.2016-2017	
7.	Domestic Customer Base (Number of Clients where Desktop PCs, Printers & Scanners supplied in India)	
8.	Service Net Work (Number of Service Centers in) Karnataka Kerala Our PAN number for Income Tax is _____. We are registered with the Sales Tax/Service Tax authorities and our registration numbers are as follows.	

	Sales Tax/VAT Registration Number is _____. Service Tax Registration Number is _____. <u>Bank Details</u> Name and Style of Bank Account Name of the Bank and Branch address Account Number RTGS / NEFT/IFS Code	
B.	Manufacturer's Profile-if bidder is manufacturer	
1.	Name of the Manufacturing Company	
2.	Constitution of the Manufacturing Company	
3.	Date of Establishment/Incorporation of the Manufacturing Company	
4.	Address of the Manufacturing Company Registered Office Corporate Office	
5.	Telephone No FAX No E-mail Address Website	
6.	Nature of Relationship of your company with the Manufacturing Company. Subsidiary of the Manufacturing Company/Division of Manufacturing Company/Sole Distributor/Non Exclusive Distributor/Agent/Others Please Specify	
7.	Experience of the Manufacturing Company in Supply of Desktop PCs, Printers & Scanners	

8.	<p>PAN number for Income Tax is _____.</p> <p>We are registered with the Sales Tax/Service Tax authorities and our registration numbers are as follows.</p> <p>Sales Tax/VAT Registration Number is _____.</p> <p>Service Tax Registration Number is _____.</p> <p><u>Bank Details</u></p> <p>Name and Style of Bank Account</p> <p>Name of the Bank and Branch address</p> <p>Account Number</p> <p>RTGS / NEFT/IFS Code</p>	
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Date:

Signature with seal:

Name:

Designation:

[Note: These details should be on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company]

ANNEXURE - 5

Details of Offices/ Branches /Service Centers

(Specifically in the states of Karnataka & Kerala)

Sl. No	Place	Postal Address	Contact Details (including Name of In charge and his contact no. email etc.,)	Service Facilities Available (Describe)	No. of Engineers	Jurisdiction
1						
2						
3						
4						
5						
6						
7						
...						
...						
...						

Date:

Signature with Seal

Name:

Designation:

ANNEXURE - 6

Authorization Letter Format

(To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company)

Ref No:

Date:

The General Manager,
Pragathi Krishna Gramin Bank,
Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24th Main Road,
1st Phase, J P Nagar, Bengaluru -560 078

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

REF: Your RFP PKGB/PMO/RFP/01/2017-18 Dated: 26/04/2017

This has reference to your above RFP for Supply of Desktop PCs, Printers & Scanners.

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

Signature of Attesting Authority

Name of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

ANNEXURE-7

Track Record of Past Delivery & Installation of Desktop Computers

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

Ref: Your PKGB/PMO/RFP 01/2017-18 dated 26/04/2017

Name of the Bidder _____

Sl. No.	Name of the Client/s where Desktop Computers were delivered	Contact Person's Name	Telephone No.	Address
1.				
2.				
3.				
4.				
...				
....				

(Enclose necessary documentary proof)

Date

Signature with seal

Name :

Designation :

NOTE

Track record for Printer Scanners to furnishes on the above lines separately

ANNEXURE -8

Non-Disclosure Agreement

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide IT Infrastructure services to Pragathi Krishna Gramin Bank, having its Head office at 32, Sangankal Road, Gandhinagar, Ballari and Kerala Gramin Bank having its Head Office and Malappuram, Kerala hereinafter referred to as the BANKS and,

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

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

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

The Bidder shall not, without the Bank's 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-9

Technical Bid Covering letter Format

The General Manager,
Pragathi Krishna Gramin Bank,
Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24th Main Road,
1st Phase, J P Nagar, Bengaluru -560 078

Dear Sir,

SUB: RFP for "Supply, Installation & Maintenance of Desktop PCs, Printers & Scanners"

Ref: Your RFP PKGB/PMO/RFP/xx/2017-18 Dated: XX/xx/2017

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification:-

SI No	Particulars	Details to be furnished by the Bidder
1	Technical specification as per ANNEXURE-9	
2	Name of the Bidder	
3	E-mail address of contact persons	
4	Details of: Description of business and business background Service profile & Client profile	
5	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
6	Details of similar assignments executed by the bidder during the last three years in India (Name of the Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished)	
7	List of applicants major customers in last 3 years and details as below may be taken: i) Name and complete postal Address of the customer. ii) Name, designation, Telephone , Fax, Nos., e-mails and address of the contact person(customer) iii) Whether reference letter enclosed.	
8	Details of inputs/requirements required by the bidder to execute this assignment.	
9	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP	
10	Conformity regarding back to back arrangements with third party hardware software for providing continuous and un-interrupted support to meet SLA obligations as per RFP Terms.	

Declaration:

- a. We confirm that we will abide by all the terms and conditions contained in the RFP.
- b. 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 shortlisting of bidders.
- c. 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.
- d. 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 -10

Technical Specifications for Desktop PCs, Printers and Scanners

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 adopt the modifications / superior features suggested/offered.
3. The Bidder shall provide all other required equipment's 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.
5. **The Product quoted should have been in satisfactory use in CBS environment using Finacle at a Public Sector Bank for a minimum period of last 6 months.**
6. Model launched on or after 2014 shall be preferred.
7. The Product quoted should be windows 7 (32 Bit) compatible or higher versions.

1. Technical Specifications Desktop Computers:

Sl. No.	Components	Required Configurations	Bidder's Response
a.	Make & Model	Specify Make & Model	
b.	Processor	Intel i3 – 7100	
c.	Cache	3 MB cache or higher	
d.	Clock Speed	Specify	
e.	Chipset	Intel i3-7100	
f.	Motherboard	OEM Motherboard	
g.	Memory	4 GB DDR 4 RAM expandable up to 8 GB with minimum 2 DIMMs or better (SAMSUN / Hynix / Transcend / Kingston / Micron)	
h.	Hard Disk Drive	500 GB SATA HDD, 7.2K RPM or Higher – integrated on board Hard Disk controller supporting 3 minimum serial ATA Ports (Seagate / Hitachi/ WDC or equivalent)	
i.	Display Controller	Intel® HD Graphics 630 or better	
j.	DVD Writer	With DVD Writer	

k.	Audio	High Definition Integrated Audio	
l.	Ethernet	Integrated Gigabit (100/1000 64 bit PCI Ethernet Card (UTP). Shall be supported for IPv6 IP Address Protocol	
m.	Slots	Minimum 2 PCI/PCI express slots	
n.	Bays	Minimum 1 3.5"/2.5" HDD bay. Minimum 1 slim ODD bay	
o.	Cabinet	SFF Micro ATX Tower Cabinet	
p.	Ports	Minimum 2 USB 3.0 Port and minimum 4 USB 2.0 ports, 1 audio line in, 1 audio line out/ Combo port, 1 Display Port/DVI-D/HDMI Port, 1 VGA, 1 RJ-45 or more	
q.	Form Factor	Small Form Factor/Mini Tower/Tower	
r.	Power Supply	Power supply SMPS Surge protected	
s.	Keyboard	104 Keys Mechanical or more with Rupee Symbol, having key life of 50 million keystrokes (Authentic proof of keys life must be attached along with the offer)	
t.	Mouse	PS/2 or USB OEM optical scroll Mouse with Mouse Pad	
u.	Operating System	Genuine Microsoft Windows 10 Pro 64-bit down gradable to Microsoft Windows 10 Pro 32 bit. It should be down gradable to Windows 7 Professional 32 bits or 64 bits with Internet Explorer version 10 to be preloaded	
v.	Monitor	18.5" LED Back Lit Monitor with TCO 06 (LG / Samsung/View Sonic/ AOC/Innolux or equivalent)	
w.	Utilities	Single Utility for complete System Protection & recovery OS Application, Data recovery, Secure Data removal option, Asset & Health Management Capability	
x.	BIOS	Flash upgradable	
y.	Compliance And Certification	Energy Star Certified for the quoted form factor	
z.	Warranty	3 years Onsite Comprehensive warranty	
aa.	Accessories	Good Quality Dust Covers Key Skin	
bb.	Other Configurations	System should be pre-configured with all the configuration required at the Branches including SEP configurations (CD will be provided to the Selected Bidder)	
cc.	Additional Requirements	Bank Name & Logo should be Embossed / Printed / Pasted with tamper proof stickers on All in One PCs / Keyboard.	
dd.	Accessories	Good quality dust covers, key skin and mouse pad	

Specifications for Passbook Printers:

Sl. No.	Specification		Compliance (Y/N)
1.	Make and model must be specified		
2.	Print Head	24 Pin	
3.	Print Width	90 Column or more at 10 CPI	
4.	Print Matrix	24 x 12 draft, 24 x 36 NLQ	
5.	Character pitch	10, 12, 15, 17.1 CPI	
6.	Line pitch	6, 8 lpi incremental	
7.	Print Speed	Minimum 400 CPS (draft), 150 CPS (NLQ) at 10 CPI	
8.	Print Method	Horizontal / Vertical	
9.	Print Modes	Draft and NLQ Condensed, Double h/w, graphics, bit-image mode	
10.	Print attributes	Bold, Italic, Underline, wide-font, super and sub scripting	
11.	Paper handling	Automatic front feed for handling average size passbook with Automatic document alignment	
12.	Interface	Getronics0000 Parallel & RS 232C Serial with cable	
13.	Noise Level	54 dB or less	
14.	Cable	USB connector	
15.	Make	OLIVETTI / EPSON / /Lipi /TVSE or any other equivalent OEM	

Note :

1. The Pass Book Printer must support at least 2 sets of Parameters (Templates) and user friendly options for switching between the two Templates.
2. Printers quoted should be compatible to windows 7 (32bit) or its higher versions
3. Device interface for printer shall be USB2.0 or higher

2. Specification for High Speed Network Dot Matrix Printer 24 pin :

Sl. No.	Specification		Compliance (Y/N)
01	Make and model must be specified		
02	Print Head	24 Pin	
03	Print Modes	Draft and LQ	
04	Print Width	Minimum 136 Column	
05	Print Speed	Minimum 480 CPS @ 10 CPI in Standard Draft mode	
06	Print Method	Impact Dot Matrix	
07	Paper feed	Both Friction and Tractor feed with push tractors.	
08	Paper Type	60-120 gsm for continuous stationary	
09	Print head life	400 million characters or more	
10	Ribbon life	Minimum 5 million characters	
11	Data Buffer	64 KB (Minimum)	
12	Print attributes	Bold, Italic, Underline, wide-font, super and subscribing	
13	Standard Interface	Parallel & Serial/USB	
14	MTBF	Minimum 10,000 POH	
15	Ethernet Interface	10/100/1000 MBPS. Support for network printing	
16	Number of copies	At least 1 + 4 with carbon in normal mode	
17	Noise level	Less than or equal to 60 dB	
18	Workload	Minimum 600 pages/day on draft mode (Day means Bank Business Hours)	
19	Cable	USB connector cable	
20	Make	LIPI /Wep /TVS/ EPSON or any other equivalent OEM	

1. The Printer must support at least 2 sets of Parameters (Templates) and user friendly options for switching between the two Templates.
2. Printers quoted should be compatible to windows 7 (32bit) or its higher versions
3. Device interface for printer shall be USB 2.0 or higher

3. Specifications for Flatbed Scanner:

Sl. No.	Specification		Compliance (Y/N)
1.	Make and model must be specified		
2.	Scanner Type	Flatbed with Preview option, Single pass Scanning at Maximum Resolution in colour, Feature of a “Single Button Press” scanning, Scan size up to A4	
3.	H/W based Resolution & color bit depth	2400 x 4800 dpi at 48 bit colour	
4.	Device Interface	USB 2.0 or higher	
5.	Interface cable	Appropriate cable must be included in the offer	
6.	Document size	Standard A4 Size	
7	Software	Suitable software for Image and Document scanning, editing and should be able to save in standard formats e.g. BMP, TIF, JPG, PDF, RTF. Software to be compatible with Windows 7, 8.1, 10, RHEL and required drivers. OCR software. Searchable PDF. Should be compatible with Finacle 7 and later	
8	Make	HP/ Epson/Canon <i>or any other equivalent OEM</i>	

ANNEXURE 11

Sub: Undertaking of Authenticity for Desktop PCs, Printers & Scanners Supplies.

Ref: Your RFP: PKGB/PMO/RFP/01/2017-18 Dated: 26/04/2017

With reference to the Desktop PCs, Printers & Scanners being supplied/quoted to you vide our
Invoice no/Quotation no/Order no cited above,

We hereby undertake that all the components/parts/assembly/software used in the Desktop PCs, Printers & Scanners under the above shall be original new components /parts/assembly/software only from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.

We also undertake that in respect of licensed operating system 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) and also that it shall be sourced from the authorized source (e.g. Authorised Microsoft Channel in case of Microsoft Operating System)

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

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

We (System OEM name) also take full responsibility of both parts and service SLA as per the content even if there is any defect by our authorized service centre/Reseller/SI etc.

Authorized Signatory (Not less than Company Secretary of the Organization)

Date:

Signature with seal:

Name:

Designation:

ANNEXURE-12

COMPLIANCE STATEMENT

SUB: RFP for “Supply, Installation & Maintenance of Desktop PCs, Printers & Scanners”

Ref: Your RFP PKGB/PMO/RFP/01/2017-18 Dated: 26/04/2017

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.

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Technical Specifications		
Scope of Work		

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

Date:

Signature with Seal

Name:

Designation:

ANNEXURE-13

Undertaking Letter Format

We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only and that all applicable Taxes like CST/VST/VAT/Service Tax will be paid at actual to the maximum of taxes indicated in this Bill of Material against production of invoice / bills.

We understand that Bank will pay VAT only for Goods Component of Hardware/ Software and Service Taxes for Service Component of Hardware/Software. We also understand that the Goods Component + Services Component should be limited to 100% of the Cost Price.

We confirm that we have quoted for post warranty AMC rates (as per terms and conditions of the tender), giving the rates/price in our Commercial Offer.

We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date:

Signature with Seal

Name:

Designation:

ANNEXURE-14

ESCALATION MATRIX

Name of the Company:

Delivery Related Issues:

Sl No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
		First Level Contact					
		Second level contact (If response not received in 24Hours)					
		Regional/Zonal Head (If response not received in 48Hours)					
		Country Head (If response not received in One week)					

Service Related Issues:

Sl No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
		First Level Contact					
		Second level contact (If response not received in 4 Hours)					
		Regional/Zonal Head (If response not received in 24Hours)					
		Country Head (If response not received in 48Hours)					

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

Signature:

Name of representative:

Designation:

Company Seal:

ANNEXURE-15

Manufacturer/Authorised Distributor in India Authorization Form

[Note: This Format Letter should be on the letterhead of the manufacturing concern/Distributor and should be signed by an Authorised Signatory of the manufacturer/Authorised Distributor. This Format is for reference only. However should contain the Para 1, 2 & 3]

No. _____ dated _____

The General Manager,
Pragathi Krishna Gramin Bank,
Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24th Main Road,
1st Phase, J P Nagar, Bengaluru -560 078

Dear Sir,

SUB: RFP for "Supply, Installation & Maintenance of Desktop PCs, Printers & Scanners"

Ref: Your RFP: PKGB/PMO/RFP/01/2017-18 Dated: 26/04/2017

We _____ who are established and reputed manufacturers of _____ having factories/development facilities at 1) _____ and 2) _____ do hereby authorise 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 for our products for a period of 8 years from the date of submission of this tender.

We (Manufacturer/Indian Distributor) also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the bank during the three year product warranty period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the upgrades within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and upgrades and any new product releases at the bank's premises.

Yours faithfully

(Name)

For and on behalf of

M/s-----

ANNEXURE-16

Covering letter format for Commercial Bid

[Note: This Covering letter should be on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company]

Reference No:

Date:

The General Manager,
Pragathi Krishna Gramin Bank,
Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24th Main Road,
1st Phase, J P Nagar, Bengaluru -560 078

Dear Sir,

SUB: RFP for "Supply, Installation & Maintenance of Desktop PCs, Printers & Scanners"

Ref: Your RFP: PKGB/PMO/RFP/01/2017-18 Dated: 26/04/2017

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per **ANNEXURE- 16** Commercial bid format of the subject RFP along with this covering letter.

We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

Dated this _____ day of _____ 2017

Signature with Seal

Name:

Designation:

Annexure –17**Bill of Material**

[Note: 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]

Price Details of Hardware / Software items required for Supply, Installation & Maintenance Desktop PCs, Printers and Scanners.

TABLE – A

Sl. No	Item Details	Cost Price				AMC *				Total Cost per unit with AMC (Incl. Of tax)	Quantity	Total Cost (Incl. of tax)
		Unit Price with 3 years Comprehensive onsite warranty (Excl. of Tax)	Tax for Column A		Unit Price Incl. of tax	2years AMC / ATS charges per item after warranty period (Excl. of tax)	Tax for Column E		Total AMC for 2 years incl. of tax			
A	B	C	D	E	F	G	H	I	J	K		
	% of tax	Tax Amt	=A+C		% of Tax	Tax Amt	=E+G	=D+H		=(IxJ)		
1	Desktop PCs									650		
2	Pass Book Printers									205		
3	Fast Dot Matrix									68		
4	Flat Bed Scanners									190		
5	Total cost of Ownership TCO											

*Year wise breakup of AMC charges should be furnished in Table A1.

Date:

Signature with seal:

Name :

Designation :

COMMERCIAL VERSION – POST WARRANTY AMC CALCULATION TABLE

TABLE – A1

Sl No	Description	AMC Charges year wise after warranty period of three years								
		5th Year				6 th Year				Tot. AMC per unit (incl. of Tax)**
		AMC Per unit (Excl. of tax)	Tax %	Tax Amt.	Total AMC Per unit (Incl. of tax)	AMC Per unit (Excl. of tax)	Tax %	Tax Amt. .	Total AMC Per unit (Incl. of tax)	
		1	2	3	4 (1+3)	5	6	7	8 (5+7)	
1	Desktop PCs									
2	Pass Book Printers									
3	Fast Dot Matrix Printers									
4	Flat Bed Scanners									

Note

1. The Charges mentioned in column “g” of Table-C should tally with the charges mentioned under Price Details in column “H” of Table -A of Bill of Material.
2. The Charges mentioned in column “i” of Table-D should tally with the charges mentioned under Price Details in column “H” of Table –B of Bill of Material.

Undertaking

1. Bill of material is submitted on the letter head and is signed by an Authorised 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 reject such bid.
5. If the deliverable product mentioned above has both VAT and Service Tax, the bidder has to indicate the Goods component with percentage of VAT and Service Component with service Tax. The Goods Component + Service Component should be limited to 100% of the Cost Price. For example, if Goods Component is 60% then, the Service Component cannot be more than 40%.
6. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date:

Signature with seal

Name :

Designation :

**** Note:** The Charges mentioned above in column 9 should tally with the charges mentioned under Price Details in column H of Table -A.

Date:

Signature with seal:

Name :

Designation :

APPENDIX –A

Instructions 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 of the authorized signatory.

- 1) Index of all the document submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Ballari
- 3) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
- 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) Checklist as per ANNEXURE - 1
- 6) Bidder's Covering letter as per ANNEXURE -2
- 7) Eligibility Criteria declaration as per ANNEXURE -3 with documentary proof in support of the Eligibility Criteria.
- 8) Profile of the Company / Firm as per ANNEXURE -4
- 9) Details of Offices / Branches/service centers as per ANNEXURE- 5.
- 10) Non-Disclosure Agreement as per ANNEXURE -8
- 11) Write up on the Work experience / Expertise of supply, installation and commissioning of Desktop PCs, Printers & Scanners.

APPENDIX-B

Instructions 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 of the authorized signatory. Technical Offer for this RFP shall be made as under:

- 1) Index of all the document submitted with page numbers.
- 2) Technical Bid Covering Letter as per Annexure -9.
- 3) Compliance to Technical specifications should be complete with all the columns filled in as per Annexure -10.
- 4) Undertaking of Authenticity for Desktop PCs, Printers & Scanners as per Annexure – 11.
- 5) Compliance Statement as per Annexure -12.
- 6) Under Taking Letter as per Annexure – 13.
- 7) Escalation Matrix as per Annexure – 14.
- 8) Manufacture / Authorised Distributor in India Authorization Form as per Annexure -15.
- 9) Masked price bid of Bill of Material as per Annexure -17.
- 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 filed and paginated (serially numbered) with seal and signature of the authorized signatory.

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

1. Bidder's Covering letter as per ANNEXURE -16.
2. Commercial Version of Bill of Materials as per ANNEXURE -17.

APPENDIX-D

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: Name and Address of the PURCHASER

WHEREAS (Name and address of the selected bidder)(hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery, storage and installation and maintenance and also includes documentation, warranty, annual maintenance, if contracted, of Desktop PCs, Printers and Scanners as per the Purchase Order dated _____ placed by the PURCHASER with you (hereinafter referred to as "the CONTRACT")

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

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

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

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

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

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish

your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

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

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

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part 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 uncanceled 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 up to _____ 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).

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 to him by the Bank.

Dated this _____ day of _____ 2017

For and on behalf of

BRANCH MANAGER

SEAL

ADDRESS

PLACE

APPENDIX - E

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To

.....

.....

.....

.....

WHEREAS _____(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract)_____ (hereinafter called "the Tender") in favour of _____ hereinafter called the "Employer";

KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the _____having its Head Office at _____amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the employer for the sum of Rs_____ (Rupees_____ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity;
 - i) fails or refuses to execute the Agreement, if required; or
 - ii) fails or refuses to furnish the performance security, in accordance with clause _____ of conditions of Contract.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

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

Dated _____ day of _____ 2017

SIGNATURE OF THE BANK

Appendix – F

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 & 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, commissioning and integration, acceptance testing and also includes documentation, warranty, annual maintenance, if interacted, and training of your personnel related to High Definition video conference solution (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 5 years that is ----- from the date of acceptance of the project i.e. -----.

Now this letter of Guarantee witnesseth:

That is 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 obligation 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 disputes 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 liability
under this guarantee, and that your right against us shall remain in full force and effect, not
withstanding 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 ----- (Place) on or before ---
----- (mention period of the Guarantee as found under clause (ii) above plus claim
Period)

Dated this -----day of -----2017

For and on behalf of

Branch Manager

SEAL

Address

Place:

APPENDIX-G

Location Details

Proposed Locations for Supply, Installation and Maintenance of Desktop PCs, Printers & Scanners at the Various Branches/Offices under the jurisdiction of the Regional Offices:

Name of State & Bank	Regional Offices	District
Karnataka	Ballari	Ballari
Pragathi Krishna Gramin Bank	Chitradurga	Chitradurga
	Davangere	Davangere
	Kolar	Kolar
		Chikkaballapur
	Koppal	Koppal
	Raichur	Raichur
	Shivamogga	Shivamogga
	Kalaburgi	Kalaburgi
	Bidar	Bidar
	Yadgir	Yadgir
2. Kerala	Malappuram	Malappuram
Kerala Gramin Bank	Calicut (Kozhikode)	Calicut (Kozhikode)
		Malappuram
	Kalpetta	Wynad,
		Calicut (Kozhikode)
	Thrissur	Thrissur
		Palakkad
	Thiruvananthapuram	Thiruvananthapuram
		Quilon (Kollam)
	Kasaragod	Kasaragod
	Kannur	Kannur
	Kottayam	Kottayam
		Pathanamthitta
		Idukki
	Ernakulam	Ernakulam
		Allappuzha
		Idukki
	Thalassery	Kannur
		Calicut (Kozhikode)

Addresses of Branches/Offices to be installed under each of the above Offices will be provided to the selected bidder.

Appendix-H

Format for Sending Pre-Bid Queries

Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query
1				
2				
3				
...				
...				

APPENDIX-I

BUSINESS RULES AND TERMS & CONDITIONS OF REVERSE AUCTION

Reverse Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated

A) Definitions:

- 1) "Bank" means Pragathi Krishna Gramin Bank
- 2) "Service Provider" means the third party agency / company who have been selected by the Bank for conducting Reverse Auction. [M/s e-Procurement Technologies Ltd (abc procure),]
- 3) "L1" means the Bidder who has quoted lowest price in the Reverse Auction process.
- 4) "L2" means the Bidder who has quoted second lowest price in the Reverse Auction process.

B) Eligibility of Bidders to participate in Reverse Auction:

1) Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reverse Auction and submit the undertakings as per **APPENDIX-G(1)** , can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments there to, will be disqualified from further evaluation / participation in the process of relevant procurement.

2) 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.

C) Training:

1) Selected vendors shall coordinate with our Bank/Our Service Provider M/s e-Procurement Technologies Ltd (abcProcure) for getting necessary details and reverse auction demos before commencement of live reverse auction process. Else, bidder not getting the required clarification / demos will do so at his own risk. The service provider for Reverse Auction and their contact details shall be shared with the selected bidders.

D) Reverse Auction Schedule:

1) The date & time of start of Reverse Auction and its duration of time will be informed to the eligible Bidders well in advance before the Reverse Auction date.

2) Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons therefor.

E) Bidding Currency:

Bidding will be conducted in Indian Rupees (INR).

F) Start Price:

Bank will determine the Start Price for Reverse Auction –

- 1) On its own and / or
- 2) Evaluating the price band information called for separately from each eligible Bidder at appropriate time and / or
- 3) Based on the price bids received and if opened, Bank may determine the start price on the basis of the lower quote received.

G) Decremental Bid Value:

- 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.
- 2) Bidder is required to quote his bid price only at a decremental value.
- 3) Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 level of next available lower level .

H) Conduct of Reverse Auction event:

- 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.[M/s e-Procurement Technologies Ltd (abc Procure)]
- 2) Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training/demo to eligible Bidders etc., and finally conduct of Reverse Auction.
- 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) 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.
- 5) 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 eligible Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. The format of the agreement is as per the **APPENDIX–G(3)**.
- 6) Bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.
- 7) Bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. Bidder/his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned Bidder/his company.

8) Reverse auction will be conducted as per English Reverse Auction with no tie where more than one Bidder cannot have identical bid price.

9) Any bid once made by the Bidder through registered Login ID & Password, the same cannot be cancelled. The Bidder is bound to supplies as per the RFP at the bid price of Reverse Auction.

10) Reverse Auction will normally, be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for 1 ½ hour only. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.

(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.)

11) 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.

12) During Reverse Auction, if no bid price is received within the specified time, Bank, at its discretion, may decide to revise Start Price / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

I) Reverse Auction Process:

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.

2) Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder.

3) Successful Bidder has to fax the duly signed filled-in prescribed format **APPENDIX -G(2)** as provided on case-to-case basis to Bank within 4 hours of Reverse Auction without fail. The Original signed **APPENDIX-G(2)** should be couriered so as to reach us within 48 hours of Reverse Auction without fail.

4) Any variation between the on-line Reverse Auction bid price and signed 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.

5) Successful 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 3 working days without fail.

6) Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not 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

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.

J) Bidder's Obligation:

1) Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders

2) Bidder will not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

K) Change in Business Rules, Terms & Conditions of Reverse Auction:

1) Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.

2) Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.

3) Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.

APPENDIX-I(1)

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

To,

Pragathi Krishna Gramin Bank, I T Department, Head Office, Ballari

Date : -----

Acceptance of Reverse Auction Business Rules and Terms & conditions in respect of Tender / RFP

Ref. No. _____ Dated _____ For procurement of

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We refer to the captioned subject and confirm that –

- 1) The undersigned is our authorized representative.
- 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 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 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 will participate in Reverse Auction conducted by _____ (name of 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 will fax duly signed filled-in prescribed format (**APPENDIX G(2)**) as provided on case-to-case basis, to Bank within 24 hours of end of 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:

----- Signature with
company seal :

Name of Authorized Representative :

Designation:

Email :

Mobile :

Tel. No:

Fax No.:

APPENDIX-I(2)

(To be submitted / faxed by Successful Bidder of Reverse Auction within 24 hours from the end of Reverse Auction event)

To, Pragathi Krishna Gramin Bank, I T Department, Head Office, Ballari

Date : -----

Sir,

Final / Lowest Bid Price quoted in Reverse held on _____ in respect of Tender / RFP Ref.

No. _____ Dated _____ For procurement of

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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) :

We confirm that - 1) ☐ We enclose herewith the detailed break-up of above price as per Bill of Material OR ☐ 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 him 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 him from participating in future

Signature with company seal :

Name of Authorized Representative :

Designation :

Email :

Mobile :

Tel. No:

Fax No:

APPENDIX I(3)

Process Compliance Form

(The Bidders are required to print this on their company's letter head and sign, stamp before faxing to Service Provider)

To

(Name& Address of Service Provider)

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This

has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for procurement of Hardware against the RFP/Tender No. _____

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that ____ (Bank) and ____ (Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform 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.
- 5) 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 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 instructions.
- 6) I/we do understand that ____ (Service Provider) may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per **APPENDIX-G(2)** as requested by ____ (Bank) / ____ (Service Provider) within the stipulated time.

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal Name – Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

APPENDIX J.

(Agreement to be signed by the Successful Bidder with both the Gramin Banks)

CONTRACT AGREEMENT FOR SUPPLY, INSTALLATION AND MAINTENANCE OF ALL DESKTOP PCs, PRINTERS & SCANNERS

The Contract Agreement (herein after referred to as “the Contract”) is entered as of the last date of signature below:-

BETWEEN

Pragathi Krishna Gramin Bank a body corporate, constituted under the Regional Rural Banks Act 1976, having its Head Office at Gandhinagar, Ballari, Karnataka, . PIN. 583103 in India (hereinafter referred to as “**PKGB**”), which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, **OF THE ONE PART**, PKGB hereinafter referred as ‘Bank’ individually.

AND

M/s(Vendor)a company registered under the Companies Act, 1956 and having its Registered Office at -----iBengaluru-560XXX in India (hereinafter referred to as the “**CONTRACTOR**”) which term or expression unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors and permitted assigns, **OF THE OTHER PART**

WHEREAS

- A. PKGB has called for an offer from the CONTRACTOR for Supply, Installation and Maintenance of Desktop PCs in various branches/offices of the Banks distributed in Karnataka & Kerala vide RFP No: PKGB/PMO/RFP/01/2017-18 dated XX.XX.2017(hereinafter referred to as the “RFP”).
- B. The CONTRACTOR has offered to Supply, Installation and Maintenance of Desktop Pcs for Banks as per terms and conditions of this contract.
- C. The BANK has decided to accept the offer and enter into the contract with the CONTRACTOR as per the terms and conditions detailed herein and applicable to Purchaser's Purchase Order No. ----- dated xx.xx2017 and all future orders proposed to be placed by the purchaser under RFP No: PKGB/PMO/RFP/01/2017-18 dated XX/XX/XXXX
- D. The Contractor and the Banks are hereby entering into this Agreement for the purpose of laying down the terms and conditions in accordance with which the contractor shall perform its obligations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Relationship between the Banks themselves

PKGB shall co-ordinate for smooth implementation of the Project and shall liaise with the Contractor, on behalf of PKGB and the Contractor is responsible and liable to PKGB.

Obligations of the Contractor to Each of the Banks

Contractor agrees and acknowledges that its obligations to the Bank under this Agreement shall be sole. Nothing contained under this Agreement shall limit the right of the Bank (PKGB) to individually enforce any of the provisions of this Agreement against Contractor.

TERMS AND CONDITIONS OF THE CONTRACT:

1. Scope of Work

- 1.1. The Contractor hereby agrees to Supply, Install and maintain all Desktop PCs as per the conditions of RFP.
- 1.2. The Contractor's obligations as per the condition of RFP shall include supply, transportation, local delivery, storage, installation and maintenance of Desktop PC's at various locations and also includes transit insurance and storage insurance up to Installation, documentation, warranty, annual maintenance.
- 1.3. The Contractor shall arrange Road Permit and transit insurance for the locations applicable at free of cost to the Bank.
- 1.4. The Contractor shall provide Service and Maintenance for a period of Five years from the date of Installation.
- 1.5. The contractor should maintain the Desktop PC's during warranty period of three years and post-warranty AMC for minimum two years. During the warranty and AMC period, the Bidder is bound to do all Desktops PCs spares replacement without extra cost to Bank covering all parts & labour from the date of acceptance by the Bank at the respective locations i.e., on-site comprehensive warranty. The Bank however, reserves right to enter into Annual Maintenance Contract (AMC) agreement either location-wise / Regional Office – wise or from a single centralized location. The Contractor shall ensure that configuration as per the technical and other specifications of the All in One PCs must be functional and installed from the day one.
- 1.6. The Contractor has to install new Software related to Desktop PCs if required during installation without any cost where the licenses of the software are with the Bank.
- 1.7. The Contractor shall provide all necessary cables and other accessories required for successful installation of Desktop PCs as per the Scope of Work.
- 1.8. The Contractor shall provide the Desktop PCs with Bank logo as stickers along with installation.

2. General Terms

- 2.1. The Contractor shall take all steps to ensure safety of their personnel and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the Contractor or their sub-Contractors. The Contractor shall also ensure cleanliness of the site (work area) during execution of the contract.
- 2.2. In case the Desktop PC is delivered at the site and the site is not ready for installation, then at the request of the Bank, Contractor has to re-deploy the Desktop PC at an alternate site identified by the Bank. However, the Bank will bear the shifting charges.
- 2.3. The Contractor should take all care not to hamper the working of the Branches and Offices. Any interruption in the Branches/Offices has to be foreseen by the Contractor and the same has to be brought to the notice of the Bank in writing and only on approval by the Bank, the Contractor shall proceed ahead. The Contractor shall always take prior permission of the premise in-charge of the Bank before starting any work. The Contractor shall supply identity cards to all their employees scheduled to work in the Bank's premises and formally submit request letter to the Bank's officials for permitting access. The Contractor shall abide by the security rules & procedures of the Bank. Any requirement of working after office-hours and on holidays of the Bank shall be foreseen and a request in writing shall be made to the Bank in advance and permission to be obtained from the Bank.
- 2.4. In case any damage to the Bank's property during execution of work is attributable to the Contractor, Contractor has to replace the damaged property at his own cost.
- 2.5. The Contractor shall be fully responsible for installation and maintenance of the Desktop PCs and other related activities such as unpacking, uncrating, inspection etc. for which the Bank shall provide the required space. While unpacking and installation the Contractor shall check physical availability of items as per the packing list.

3 Price Break up is as under :-

Cost Price		AMC			Price inclusive of AMC	Qty.	Total Cost
Unit Price	Price + Tax	AMC for 2 years	Tax Amt. (14.27%)	Total AMC per Unit			

The price indicated above is inclusive of all Taxes. No other cost or escalation is payable by the Banks in respect of the order.

4 Effective Date

The Contract shall come in to effect from the date of acceptance of the order.

5 Delivery, Installation & Maintenance

Contractor shall deliver, install and maintain the required Desktop PC's as per the terms of Purchase Order by Contractor upon issuance of the Purchase Order to the various locations as specified in the Purchase Order.

- 5.1** It will be the sole responsibility of the Contractor to submit any form required for release of shipment from the check post.
- 5.2** The Desktop PC's shall be delivered with intact tamper-proof packing from the OEM. In case the packing indicates sign(s) of any tampering / damage to tamper-proof packing and/or if packing is not found intact, the Bank reserves its right to reject such Desktop PC's. The rejected Desktop PCs will have to be taken back by the Contractor at its own cost. Contractor should provide replacement of rejected Desktop PC at no extra cost to the Bank at the earliest. Delivery should be within Five to Six weeks from the date of receipt of the Purchase Order for both non-road permit locations and Road Permit required locations. Please note that no extra charge / tax will be paid for those locations where road permit is required. Vendor only has to arrange for road permit at his cost.
- 5.3** Part delivery of Desktop PCs is not permitted unless explicitly agreed to by the Bank. Different parts of same Desktop PCs should be delivered in one lot only and part delivery of the Desktop PCs shall not be construed as "delivery of the Desktop PCs" unless otherwise explicitly agreed by the Bank. Delivery for the above purpose is deemed to be completed only when the Desktop PCs is delivered in full and date on which the last item of the Desktop PCs received shall be construed as date of delivery of the said Desktop PCs.
- 5.4** The Installation will be deemed as incomplete if any component of Desktop PCs is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after Installation / testing / examination. In such an event, the supply and installation will be termed as incomplete and Desktop PCs will not be accepted and the warranty period will not commence. The installation will be accepted only after complete installation of Desktop PCs.
- 5.5** The Contractor shall submit a consolidated delivery report incorporating the location-wise, date-wise details of delivery of Desktop PCs to the respective Branch / Offices.
- 5.6** In case the particular site is not ready for installation, the same has to be recorded and site non-readiness certificate is to be obtained from the Branch / Office In-charge in this regard. However, the Contractor shall install all the Desktop PCs soon as the site becomes ready.
- 5.7** The Contractor is responsible for all unpacking, assemblies, installation, connecting to power supplies and System/s. The Contractor will test all Desktop PCs operations and accomplish all configuration necessary for successful and continuous operation of the Desktop PCs at all installation sites.

6 Payment Terms And Taxes

- 6.1** The Contractor shall submit invoice and other documents necessary as per the terms duly authenticating on each document, site-wise, along with the request letter for delivery

payment. For other payments, the Contractor shall submit documents necessary as per the terms duly authenticating on each document other than invoice, site-wise, along with the payment request letter. On receiving each payment, the Contractor shall submit a stamped receipt for the payment received including TDS. The payment after deducting applicable TDS (if applicable) will be released by Pragathi Krishna Gramin Bank. The Total cost or Total Contract Price as defined in the RFP/Purchase Order shall mean the total cost or price or value or charge towards the Desktop PCs ordered excluding AMC. The total cost of AMC is the total AMC charges payable annually.

6.2 The following are the payment Schedule :-

Payment % of the total	Stages (On completion of the activities)
70%	On delivery of all Desktop PCs on production of Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.
20%	After successful installation Desktop PCs supplied as per Scope of Work. On submission of installation reports duly signed by the Bank officials of the respective Branch/offices. The invoice and installation report should contain the product serial number of the items supplied. For locations where site is not ready, the vendor has to submit an undertaking that the item would be installed on later date as and when intimated by the Bank without any additional cost to the Bank
10%	After completion of warranty period of Three years or on submission of a bank guarantee for equivalent amount by the vendor after releasing 90% payment.

7 Local Support

7.1 The Contractor should be capable of meeting the service & support standards as specified in this tender.

7.2 The Contractor shall provide Warranty and AMC support [if contracted] during office Hours on all Bank Working days of the year for all the locations.

7.3 Response Time and Meantime to Restore (MTTR)

7.4 Response Time shall be 6 hours for Urban Branches and 8 hours for other locations.

7.5 It is expected that the average downtime of an item will be maximum of less than 48 Hours in a month. In case an item is not usable beyond the stipulated maximum downtime continuously beyond 48Hours in a month, the Supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair / replacement will be liable for penalty of Rs 250/- per day per item. The amount of penalty will be recovered from Bank guarantee or the deposit made by the Supplier, during warranty and/or annual maintenance charges and/or by lodging a

claim against the Supplier, as the case may be. In the event of Deposit or Bank Guarantee amount not sufficient to set off the liability of the Supplier under this head the Bank shall be at liberty to proceed against the Supplier for recovery of the balance as may be advised.

8 Scope Involved During Warranty and AMC Period

8.1 During the period of contract up to completion of Warranty and also during annual maintenance (if contracted), the Contractor shall perform the following:-

8.1.1 If any software and Hardware upgrades and updates provided by the OEM as free of cost, it should be provided and installed & configured by the Contractor during Warranty and AMC support [If contracted].

8.1.2 Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Bank.

8.1.3 The system spare parts/services, as and when required, and complete maintenance of the hardware Items during warranty period and AMC (if contracted), shall be supported for a period to be specified by the bank.

8.1.4 The support shall be given in person or through telephone, FAX, letter and E-mail within a reasonable time as the case may be.

8.1.5 Only licensed copies of software shall be supplied. The Contractor shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.

8.1.6 The Contractor shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.

8.1.7 Escalation matrix should be provided for support, technical, project, etc.

8.1.8 During AMC period [If contracted] Bank may, by notice of not less than 30 days in writing to the Contractor, modify or delete either any location or all location, either partial items or all items of the contract.

9 Penalties / Liquidated Damages

9.1 Non-compliance of the above delivery & Installation clauses put together within 8 Weeks (For both Non Road permit Locations and Road Permit Locations) will result in imposing penalty at 0.50% per week or part thereof, on the invoice value location/office address wise. However the total LD to be recovered under this clause shall be restricted to 5% of the total value of the order.

9.2 Penalties / Liquidated Damages for non-performance: If the specifications of the RFP are not met by the Contractor during various tests, the Contractor shall rectify or replace

the same at Contractor cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items.

9.3 The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the Contractor under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from Contractor or from any other amount payable to the Contractor in respect of other Orders levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.

9.4 All the above LDs are independent of each other and are applicable separately and concurrently.

9.5 LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the Contractor to prove that the delay is attributed to the Bank and Force Majeure. The Contractor shall submit the proof authenticated by the Contractor and Bank's official that the delay is attributed to the Bank and Force Majeure at the time of requesting installation payment. If the Contractor fails to produce proof from Bank's officials for delay in installation, if any, the date of installation shall be taken for calculating the delay for LD purpose.

10 Warranty

The Contractor shall provide Onsite Warranty covering all parts including the display panel, for all the Desktop PCs procured during the period of contract for 36 months from the date of installation. All support required during the warranty on 12 hours basis (8 am to 8 pm) on 365 days of the year for all locations, for maintaining the accepted performance level, shall be provided by the Contractor at no extra cost to the Bank. The Contractor shall specify separately the Bank's and Contractor's scope, deliverables and responsibilities during warranty. The Contractor shall submit the call log-in procedures, preventive & breakdown/corrective maintenance procedures, diagnostic/test procedures and escalation procedure for maintenance during Warranty and AMC.

11 Annual Maintenance Contract (AMC)

11.1 A comprehensive Annual Maintenance support for the Desktop PCs procured during the period of contract shall be provided by the Contractor after successful completion of the warranty period.

11.2 The Contractor should offer AMC for a minimum period of 2 years, covering all parts, maintenance and support, from the date of expiry of warranty. However, the Bank reserves right to enter into AMC for one or more years after Warranty at the finalized price and terms.

11.3 The AMC payment shall be released quarterly in arrears, after satisfactory completion of service during the period and submission of reports and invoices..

11.4 The Bank reserves right to enter into AMC, Regional Office-wise or from a single centralized location centrally at Bangalore.

11.5 During the AMC period, the Contractor should extend the On Site Service Support. The scope of AMC include :-

11.6 Rectification of defects if any.

11.7 Preventive Maintenance quarterly.

11.8 Maintenance of Desktop PCs

11.9 Replacement of all Desktop PCs spares without any extra cost to Bank covering all parts & labour

11.10 The Bank reserves the right to enter into AMC with other Service Provider.

12 Insurance

The Contractor shall procure insurance coverage for the All in One PCs supplied against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at the site and hand over to the Bank / Office. The Contractor 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 Desktop PCs. 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 Desktop PCs.

13 Order Cancellation & Compensation

13.1 The Bank reserves the right to cancel the entire / unexecuted part of the purchase order at any time by assigning appropriate reasons in the event of one or more of the following conditions:-

13.1.1 Delay in delivery beyond the specified period for delivery.

13.1.2 Serious discrepancies noted in the items delivered.

13.1.3 Breaches in the terms and conditions of the Order.

13.1.4 Non satisfactory performance of the Desktop PCs during warranty

13.2 After the award of the order/contract, if the Contractor does not perform satisfactorily or delays execution of the order/contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected the Contractor is bound to make good the additional expenditure, which the Bank may have to incur to carry out 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.

13.3 In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or forfeit the Security Deposit given by the Contractor towards non

performance / non compliance of the terms and conditions of the contract, to appropriate the damages.

13.4 Bank shall serve the notice of termination to the Contractor at least 30 days prior, of its intention to terminate services during Warranty & AMC period.

14 Indemnity

14.1 The Contractor hereby agrees to indemnify, protect and save the Bank 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 Contractor.

14.1.2 Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Contractor.

14.2 The Contractor hereby agrees to 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 Desktop PCs supplied by them :-

14.2.1 All indemnities shall survive notwithstanding expiry or termination of the contract and the Contractor shall continue to be liable under the indemnities.

14.2.2 The limits specified above said 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 of 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 Contractor shall be in sole employment of the Contractor and the Contractor shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall be Bank be liable for any payment or claim 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 Contractor.

14.3 The Contractor's aggregate liability under the clause is restricted to contract value.

15 Confidentiality and Non-Disclosure

The Contractor 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. The Contractor 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.

16 Publicity – Contractor is prohibited in using the name of the Bank in any publicity material without the specific written permission of Bank.

17 Force Majeure

17.1 The Contractor 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 Contractor, i.e. Force Majeure.

17.2 For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the Contractor, 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 Contractor, resulting in such a situation.

17.3 In the event of any such intervening Force Majeure, the Contractor 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 Contractor 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.

17.4 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 Contractor shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Contractor.

18 Defect liability

In case any of the supplies Desktop PCs 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 and AMC period of the contract, the Contractor shall forthwith replace / make good such defective Desktop PC's at no extra cost to the bank without prejudice to the other remedies as may be available to the bank under the contract.

19 Spare Parts

19.1 The Contractor hereby agrees to make available, supply the spare parts, components etc., if needed for the Desktop PCs during warranty and AMC period.

19.2 If any of the peripherals / components is not available during the warranty / AMC period; the substitution shall be carried out with peripherals / components of equivalent or higher capacity.

20 Security Deposit / Performance Bank Guarantee

20.1 Within 21 working days from the date of receipt of the Purchase order the contractor must submit Security Deposit / performance guarantee, as per the format provided by the Bank (Appendix -D of the RFP), equivalent to 10% of the value of the contract price valid till completion warranty period. The period of Bank guarantee should also include the claim period of three months

20.2 The contractor shall be responsible for extending the validity date and claim period of the Bank Guarantee as and when it is due on account of incompleteness of the project and warranty period. Bank shall invoke the guarantee before expiry of the validity, in case the work is not completed and the guarantee is not extended accordingly. Bank shall notify you in writing before invoking the guarantee.

20.3 The bid guarantee will be discharged by the Bank and returned to the contractor within three months performance obligations under the contract are completed and accepted by the Bank.

21 Resolution of Disputes

21.1 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 contract 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 absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.

21.2 The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.

21.3 The venue of arbitration shall be Bengaluru, INDIA.

22 The Jurisdiction of the Court

All disputes and controversies between Bank and Contractor shall be subject to the exclusive jurisdiction of the Courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court.

23 Term of Contract

The Term of Contract shall be for the period of 5 (five) years.

24 Counterparts

The Contract Agreement is executed in English language in 1 (ONE) original, PURCHASER receiving the duly signed original and CONTRACTOR receiving the photocopy.

IN WITNESS WHEREOF the parties hereto by representatives duly authorized, have executed the Agreement on the day, month and the year written above.

FOR PRAGATHI KRISHNA GRAMIN BANK

Signature:

Name:

Designation:

Date:

Place:

In the presence of:

Signature:

Name:

Address

Date:

Place:

FOR VENDOR

Signature:

Name:

Designation:

Date:

Place:

In the presence of:

Signature:

Name:

Address:

Date:

Place: