

Ref: KGB/ITW/RFP/4/AIOPC/2018

15.10.2018

Request for Proposal for All-in-One Computer Systems

Kerala Gramin Bank, a Bank constituted under Regional Rural Bank Act, 1976, having its head office at KGB Towers, A K Road, Malappuram, Kerala-676505 (hereinafter referred to as 'The Bank') invites proposal from interested vendors (herein after referred to as 'Bidders') for the supply of 100 Nos. of All-in-personal computers with the specifications given in Annexure-I.

The Bidder, finally selected for entering into the purchase contract are referred to as 'Successful Bidder' in this Request for Proposal (RFP).

Terms and conditions:

1. General Terms and conditions for Bidding:

- 1.1 The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act 2013.
- 1.2 The Bidder should be the Original Equipment Manufacturer (OEM) OR Authorised Indian Supplier / Distributor /Partner / System Integrator(SI) of proposed hardware items.
- 1.3 The annual IT business turnover of the Bidder during each of the last two financial years should be more than Rs.5Crore.
- 1.4 The Bidder should have supplied and installed at least 1000 computers in Financial institutions in India, which should include at least 1 Public Sector Bank or Public Sector Undertaking during the last 3 years (from 01/04/2015 to 31/03/2018).
- 1.5 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.
- 1.6 The OEM also should provide an assurance that the items offered or components thereof will not encounter "End of Life" within the next one year and "End of Support" within a minimum period of 6 (six) years from the date of submission of the Bid.
- 1.7 The Bidder shall have direct service centres or service arrangements in the state of Kerala with other reputed firms. In case of third party service arrangements, the bidder shall provide documentary proof of service arrangements made with such parties for the RFP items. Even if the service centres are not owned by the Successful Bidder, the ultimate responsibility of service will rest with the Successful Bidder.

2. Submission of Bids:

- 2.1 The Technical bid and related documents shall be enclosed in an envelope super-scribed as "Technical Proposals for 100 AIO PCs" and Commercial bid shall be enclosed in a separate envelope super-scribed as "Commercial Proposal for 100 AIO PCs". Both these envelopes shall be enclosed in a large cover super-scribed as "Proposal for supply of 100 AIO PCs for KGB".

- 2.2 The Technical bids shall contain the following documents:
- 2.2.1 Technical Specification-cum-offer form as per Annexure-I
 - 2.2.2 Demand Draft for Rs.50000 towards bid security
 - 2.2.3 Company details as per Annexure-II
 - 2.2.4 Letter from the CEO/CFO/India Head authorizing the signatory to represent the company on behalf of the company in the bidding process
 - 2.2.5 Attested copy of Certificate of Incorporation
 - 2.2.6 Attested copy of Certificate of Commencement of business
 - 2.2.7 Attested copies of balance sheets for the FY 2016-17 and 2017-18
 - 2.2.8 Attested copies of Income Tax Returns for the last two Financial Years
 - 2.2.9 Attested copy of authorization certificate from OEM, in case the Bidder is not an OEM vendor
 - 2.2.10 Client list with no. of computers installed in each client's locations during the last three financial years.
 - 2.2.11 An undertaking from the Bidder to the effect that the company is not blacklisted by any Government authority, public sector banks or other public sector undertakings (PSUs) due to lack of support / services, poor hardware quality and malpractices as on the date of submission of the bid.
 - 2.2.12 Undertaking from the signatory to the effect that the company agree to all the terms and conditions of the RFP Ref: KGB/ITW/RFP/4/AIOPC/2018 dated 15/10/2018.
 - 2.2.13 Certificate obtained from the OEM to the effect that the items offered or components thereof will not encounter "End of Support" within a minimum period of 6 (six) years from the date of submission of the Bid.
 - 2.2.14 The list of service centres in Kerala. (In the case of third party service arrangements, documentary proof of service arrangements made with such parties for the RFP items, along with the list of service centres of the third party.)
- 2.3 The commercial bids shall contain the following document:
- 2.3.1 Duly filled in and signed Commercial proposal in the format given in Annexure-III
- 2.4 No change is permitted in the format of the technical and commercial bids. Bids differing from the given format are liable to be rejected by the Bank.
- 2.5 The technical proposals will be opened at the Head Office of the Bank at 11 a.m. on 02/11/2018, in the presence of the representatives of the bidders who ever chose to be present on the occasion. The Bank may, in case of any exigency, change the date and time of opening of the technical bids, informing the matter through our website.
- 2.6 The bidders will be shortlisted on the basis of the technical proposals submitted by them. The intimation regarding technical shortlisting will be sent to the respective bidders through e-mail.
- 2.7 The commercial proposals of the technically shortlisted bidders will be opened under intimation to the technically shortlisted bidders, in the presence of the representatives of the bidders, who ever chose to be present during the occasion.
- 2.8 Bid security of the bidders who are not shortlisted technically will be returned within two weeks of opening of the technical bids.

- 2.9 The Successful Bidder will be selected based on the commercial bids. The commercial evaluation will be based on the total cost of ownership (TCO) for the first five years (3 year warranty and two year AMC periods.)
- 2.10 The bid security of the Successful Bidder will be retained till the completion of delivery and installation of the computer systems and the bid securities of other technically shortlisted bidders will be returned within two weeks of opening of the commercial bids.
- 2.11 The last date for receipt of the proposals is 31.10.2018 (5 p.m.)
- 2.12 The address to which the proposals are to be submitted is given below:

**The General Manager,
Kerala Gramin Bank,
Head Office, IT Wing,
A K Road, Malappuram-676505**

3. Delivery, Installation & Commissioning:

- 3.1 One computer system shall be delivered to the address specified by The Bank for checking software compatibility within 3 weeks from the date of acceptance of the Purchase Order.
- 3.2 Delivery of other computer systems should be made within 2 weeks from the date of confirmation of software compatibility by The Bank to the locations specified by The Bank in the delivery order. No extra charge / tax will be paid for those locations where road permit is required. The Successful Bidder has to arrange for road permit at its cost. It will be the sole responsibility of The Successful Bidder to submit any form required for release of shipment from the check post.
- 3.3 The Bank will provide softcopy of the applications to be installed in the computer systems to the Successful Bidder, which shall be pre-loaded in the systems by the Successful Bidder before delivery to the respective locations.
- 3.4 The Successful Bidder should ensure installation, configuration and commissioning of the delivered items within 1 week from the date of delivery.
- 3.5 Non-compliance of the above delivery & installation clauses [(2.1) and (2.2)] 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. Bank reserves the right to change/modify locations for supply of the items.
- 3.6 The Bank may, at its discretion, transfer the items supplied by the Successful Bidder from the site where it was originally supplied/installed to any other branch or office and the maintenance and the warranty/AMC will continue to be applicable for such items in the new site as well.
- 3.7 The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to The Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be

- accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.
- 3.8 The Bank will not arrange for any RoadPermit / Sales Tax clearance for delivery of hardware to different locations and The Successful Bidder 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.
- 3.9 Commissioning 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.
- 3.10 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.
- 3.11 The Bank may keep some of the supplied computer systems as buffer stock at a convenient location and transport the same to other locations at a later date. In such cases, the Successful Bidder shall arrange for the installation of the systems at the new location without any extra cost to The Bank.

4. Pricing & Payment Terms

- 4.1 The price offered to The Bank must be in Indian Rupees and **exclusive of GST**. The Successful Bidder has to mention the applicable GST separately in the Bill of Material.
- 4.2 The price quoted should be inclusive of the cost of the computer systems and accessories supplied, costs for transportation, delivery, transit insurance, installation and warranty period services.
- 4.3 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.
- 4.4 No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the offer validity period.
- 4.5 The Payment for the computer systems will be made as follows:
- 4.5.1 70% of the payment will be on Delivery of Computer systems, on production of delivery documents and invoice. Originals of Invoices, along with a copy thereof, reflecting taxes and 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.
- 4.5.2 20% of the payment will be released after successful installation, configuration & commissioning of Computer systems supplied only on production of original invoices & installation report duly signed by The Bank officials of the respective Branch / office.

- 4.5.3 Final 10% will be released after the 3 year warranty period or after installation and commissioning of the items and on production of a performance bank guarantee of equal amount for a period of 36 months (3 years). Specimen of performance guarantee will be provided by The Bank.
- 4.5.4 The invoice and installation report should contain the delivery location and product serial number of the items supplied.
- 4.5.5 The invoices shall to be submitted to The General Manager, Kerala Gramin Bank, Head Office, KGB Towers, AK Road, Malappuram, Kerala: 676 505.
- 4.5.6 The payments, after deducting applicable Taxes, penalty and LD if any, will be released through NEFT / RGTS and The Successful Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
- 4.6 The payment of the AMC charges will be made quarterly in arrears.

5. Pre-despatch Inspection:

- 5.1 The Bank and / or its nominated officials / consultants may at its discretion carry out pre- despatch inspection of all the items or any part thereof before delivery.
- 5.2 The Successful Bidder shall provide all necessary assistance to the persons entrusted to conduct pre-despatch inspection.

6. Warranty and AMC

- 6.1 The Bidder has to provide comprehensive Onsite replacement warranty for 3 (three) years.
- 6.2 The warranty will cover all the supplied components including software and start from the date of installation of the systems in the respective sites.
- 6.3 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/Commissioning.
- 6.4 The Bank, at its sole discretion, may enter into Annual Maintenance Contract (AMC), with the Successful Bidder after the completion of the warranty period at mutually agreed rates and other terms and conditions. However, the Successful Bidder should be ready to undertake the AMC at the rates quoted in their original commercial proposal, if the Bank so desires.
- 6.5 **Responsibilities of the Successful Bidder during the Warranty and AMC Periods**

The scope of Warranty and AMC shall include:-

- 6.5.1 Provision of spare parts/services, as and when required, and complete maintenance of the systems.
- 6.5.2 Rectification of defects, if any.
- 6.5.3 During the period of warranty, the successful Bidder shall ensure preventive maintenance is carried out once in a quarter. 1% of the cost of the respective system will be levied as penalty from the Successful Bidder for non-conduct of preventive maintenance in any quarter.
- 6.5.4 Replacement of all spares without any extra cost to Bank covering all parts & labor.
- 6.5.5 Any corruption in the software or media shall be rectified, at no extra cost to The Bank.
- 6.5.5 Only licensed copies of software shall be supplied and ported in the systems. The bidder shall grant an irrevocable perpetual license to The Bank to use the software.
- 6.5.6 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.
- 6.5.7 Escalation matrix should be provided for support, technical, project, etc.
- 6.5.8 If during the warranty and AMC periods, any computer system fails on four or more occasions in a quarter, it shall be replaced by equivalent or superior new computer system by The Successful Bidder at no additional cost to The Bank.

6.6 Uptime:

- 6.6.1 The bidder shall guarantee availability of the computer systems with quarterly uptime of 98% for the computer systems during the warranty and AMC periods, which shall be calculated on quarterly basis.
- 6.6.2 The "Uptime" is, for calculation purposes, equals to the Total contracted hours in a quarter less Downtime. The "Downtime" is the time between the time of Failure and time of Restoration within the contracted hours. "Failure" is the condition that renders The Bank unable to perform any of the defined functions on the systems. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and The Bank acknowledges the same.
- 6.6.3 If the Bidder is not able to attend the troubleshooting calls due to closure of the office/ non-availability of access to the systems, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation. The Bidder shall provide the quarterly uptime reports during the warranty and AMC periods.
- 6.6.4 The Downtime calculated shall not include any failure on the part of The Bank, third party and Force Majeure.
- 6.6.5 The percentage of uptime is calculated on quarterly basis as follows:

$$\frac{(\text{Total working hours in the quarter} - \text{Downtime hours in the quarter})}{\text{Total working hours in the quarter}} \times 100$$

6.6.6 The total working hours will be taken as 12 hours in every working day.

6.6.7 If the Bidder fails to maintain the guaranteed uptime of 98% calculated on a quarterly basis, penalty for downtime will be calculated at the rate of 0.25% of the price of the affected item per every 0.5% down time below 98% and it has to be paid by the Successful Bidder before the release of the performance bank guarantee.

7. Software, Drivers and Manuals

7.1 The Successful Bidder shall supply along with each item ordered all the related documentation and software. Recovery media shall be provided for Operating system for each and every computer system.

7.2 All related documents, manuals, catalogues and information furnished by the bidder shall become the property of The Bank.

8. 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 periods 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.

9. Intellectual Property Rights

9.1 The 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.

9.2 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.

9.3 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.

9.4 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.

10. Indemnity

10.1 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:

10.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;

10.1.2 Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder.

10.2 Further, 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 the computer systems or software supplied by them.

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

10.4 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.

10.5 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.

10.6 Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

11. 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 premises to the location and such insurance cover should be available till installation of the computer systems and software. 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 computer systems and software.

12. 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.

13. Confidentiality and Non-Disclosure

13.1 The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend; indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information.

13.2 No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of The Bank, by photographic, electronic or other means is strictly prohibited.

14. Amendments to Purchase Order/Purchase Contract

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

15. Amendments to the Agreement

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

16. 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.

17. Force Majeure

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 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 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.

18. Corrupt and Fraudulent Practices

- 18.1 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:
- 18.2 "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
- 18.3 "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.
- 18.4 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.
- 18.5 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.

- 18.6 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.
- 18.7 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.
- 18.8 The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time by The Bank for the selection of vendor for supply, installation and maintenance of computer systems and software.

19. Other Responsibilities of Selected Bidder

- 19.1 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 the warranty and AMC periods.
- 19.2 The selected bidder basis as at the end of 31st March and 30th September during warranty and AMC shall submit updated Escalation Matrix for the product/services on a Half-yearly period.

20. Order Cancellation / Termination of Contract

- 20.1 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:
- 20.1.1 Delay in delivery beyond the specified period for delivery.
 - 20.1.2 Serious discrepancies noted in the items delivered.
 - 20.1.3 Breaches in the terms and conditions of the Order.
- 20.2 The Bank reserves its right to cancel the contract placed on the selected bidder and recover expenditure incurred by The Bank on the circumstances.

21. 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 Malappuram, Kerala.

22. Modification/Cancellation of RFP

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

23. Legal Disputes and Jurisdiction of the court

23.1 Without limitation a right for recovery of any amounts and related costs and 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 a right for damages.

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

Chief Manager

Annexure-I to RFP No. Ref: KGB/ITW/RFP/4/AIOPC/2018 dated 15.10.2018

Technical specification-cum-Offer format

Bidders Ref. No: Date:

KGB Ref. No: KGB/ITW/RFP/4/AIOPC/2018 dated 15.10.2018

Name of the Bidder:

Sl. No	Components	Required Configurations	Bidder's Response/Compliance
1	Brand and model	(Specify)	
2	Processor	Intel® Core™ i5-7 th Generation or higher with cooling solution	
3	Chipset	INTEL® B250/H110/H170/Q270/Q370/Z370	
4	Memory	4 GB 1600 MHz DDR 3 SDRAM Memory Expandable up to 32 GB with minimum 2 DIMMS or better (Transcend /Samsung /Hynix /Kingston /Micron or equivalent)	
5	Hard Disk	500 GB or Higher capacity SATA HARD DISK - (7200 RPM or higher) – Integrated On Board Hard Disk Controller (Seagate/Hitachi/WDC or equivalent of reputed make)	
6	Display Controller	Intel® HD Graphics 530 or better	
7	Monitor	19.5" or larger Response Time =< 5 ms, Contrast ratio 800:1 or better Resolution 1366 x 768 @ 60 Hz or higher resolution Should meet safety & Standards Like, Non-Glare etc. Make: LG/Samsung/View Sonic / AOC / Innolux or Equivalent OEM make	
8	Ports	One PS2/USB port for Key Board, One PS2/USB port for Mouse and a minimum of 2 free USB ports after providing for Key board & Mouse, Gigabit Ethernet RJ45 port -1.	
9	Mouse	OEM Optical Mouse (wired) with Scroll and with one left and one right click button. Mouse pad suitable for mouse to be provided.	
10	Key Board	104 Keys Mechanical Keyboard (Wired). Should have keystroke life of 50 million characters	

11	Ethernet Interface	Integrated Gigabit Ethernet	
12	Power Supply	Energy efficient, ENERGY STAR 6.0 qualified external/ internal power supply with 200W EPA Platinum. EPEAT registered	
13	BIOS	Flash upgradeable	
14	Additional Requirement	Bank Name & Logo should be Embossed / Printed / Pasted with tamper proof stickers on All in One PCs / Keyboard.	
15	Utilities	Single Utility for Complete System Protection & Recovery and Secure data Removal option, Asset Health management Capability.	
16	Operating System	Windows 10 Professional License (with media), down gradable to lower versions with Internet Explorer 10 or 11.	
17	Accessories	Good quality dust covers, key skin and mouse pad	

Place:.....

Date: **Signature of the Authorised signatory with seal**

Annexure-II to RFP No. Ref: KGB/ITW/RFP/4/AIOPC/2018 dated 15.10.2018**Basic Information**

Sl. No.	Particulars	Response
1	Name of the Bidder (Company)	
2	Address of the Registered office with PIN and Phone No.	
3	Phone Numbers	
4	e-mail ID	
5	Date and Year of establishment	
6	Name of the Managing Director	
7	No. of years of experience in IT field.	
8	Permanent Account No	
9	GSTIN	
10	Address of offices through which the proposed work of the Bank will be handled	
11	Yearly turnover of the Organization during last two years (Fin. year wise) 2016-2017 2017-2018	
12	Name of the Bankers	
13	Authorized Signatories with name and designation	
14	Whether any Civil Suit/litigation /Arbitration arisen in the contracts executed during the last 5 years/being executed now.	

All the documents/papers as per the checklist given in the RFP are attached.

Place:.....

Date: **Signature of the Authorised signatory with seal**

Annexure-III to RFP No. Ref: KGB/ITW/RFP/4/AIOPC/2018 dated 15.10.2018

Format of Commercial Proposal

Company Ref: Date:

KGB Ref: KGB/ITW/RFP/4/AIOPC/2018 dated 15.10.2018

Name of the Bidding Company:

(Amount in Rs.)

Sl. No	Particulars	Unit price (Excluding GST)	Quantity (Nos.)	Total Price (Excluding GST)
1	Price of All-in-PCs as per the specifications given in Annexure-I of KGB RFP Ref: KGB/ITW/RFP/4/AIOPC/2018 dated 15.10.2018, with 3 year warranty [A]		100	
2	AMC charges for the first year after the warranty period (4 th year after delivery) [B]		100	
3	AMC charges for the second year after the warranty period (5 th year after delivery) [C]		100	
4	Total cost of ownership for the first 5 years [D]= [A]+[B]+[C]	***	***	

Place:.....

Date:

Signature of the Authorised signatory with seal