

The Kangra Central Cooperative Bank Ltd Dharamshala H.P. 176 215 Tender Notice Number KCCB/IT/HW/2021/01

Document Cost Rs.10,000/-

Last Date of Submission of Bid Documents:- 17.06.2022 upto 1.00 PM Bid opening:- 17.06.2022, 3.00 PM

Tender for Empanelment of Vendors for Supply & Installation of Computer Systems (Desktop and All in One) on Buy Back Basis.

IMPORTANT DATES

Sr. No	Description	Schedule
1	Date of Sale of Tender and Enquiry	From 10:00 hrs on 17/05/2022 at The Kangra Central Cooperative Bank Limited, Dharamshala (HP) 176 215.
2	Pre Bid Meeting	At 11:00 hrs on 27/05/2022 at The Kangra Central Cooperative Bank Limited, Dharamshala (HP) 176 215. Minutes of this meeting shall be uploaded to the Bank website thereafter. Queries received after stipulated date and time will not be entertained.
3	Date of Uploading of Amended Tender after Pre Bid Meeting	06/06/2022
4	Last Date of Submission of Tender	At 13:00 hrs on 17/06/2022 at The Kangra Central Cooperative Bank Limited, Dharamshala (HP) 176 215.
5	Opening of Tender Bids	At 15:00 hrs on 17/06/2022 at The Kangra Central Cooperative Bank Limited, Dharamshala (HP) 176 215.

Note: In case Pre Bid meeting or last date of submission of tender happens to be a non-working day then the activities will be scheduled on next working day.

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1. NOTICE INVITING TENDER

The Kangra Central Co-Operative Bank Limited, Dharamshala is a DCCB currently operating in five districts of Himachal Pradesh viz Kangra, Hamirpur, Una, Kullu and Lahaul & Spiti with its head office at Dharamshala and a network of 18 Zonal Offices, 216 Branches and 12 Extension Counters. The Bank has its Data Center at Dharamshala and Disaster Recovery Site at Bengaluru. The Bank is a direct member of National Financial Switch since 2014. The Bank is fully computerized and networked in order to achieve the effective and efficient customer services and back office operations.

The Kangra Central Co-operative Bank Limited invites sealed tenders for the "Empanelment of Vendors

for Supply & Installation of Computer Systems (Desktop and All-in-One) on Buy Back Basis" from Original Equipment Manufactures (OEM) / Authorized Dealer/ Distributor of OEM/ Authorized Business Partner of OEM.

Sr. No.	Items	Tentative Requirement
1	Desktop Computers	537
2	All-in-One Computers	246

The estimated tentative requirement of items will be as under:-

The above requirements are indicative and may vary as per actual requirement.

2. SCOPE OF WORK

The scope of work includes supplying and installation of computer systems (Desktop as well as All in One), as per the technical specifications provided in tender. The supply shall be made at different locations of the Bank. Other provisions as mentioned in the tender elsewhere are also included in the scope of work. The scope of work shall include but not limited to the following:

- 2.1 Supply, installation and commissioning of computer systems (Desktop as well as All in One) as per specifications at different locations of the Bank.
- 2.2 The supplied items shall strictly conform to the specifications, of good quality, and delivered free of any defects during the office hours within 14 weeks of placing supply order.
- 2.3 The delivered items shall be installed and commissioned by the bidder.
- 2.4 Delivery: The material shall be supplied at various locations of the Bank free of cost including installation and commissioning.
- 2.5 No additional charges whatsoever shall be payable for delivery, installation and commissioning of the computer systems.
- 2.6 In case of delayed delivery without valid reason, a penalty of an amount equal to 0.5% of the undelivered items will be imposed up to 15 days. Thereafter, a penalty at the rate of 1% of the undelivered items up to one month will be imposed. The penalty may be deducted from EMD. Besides, the purchase order for remaining quantity may be canceled.
- 2.7 All the material shall be supplied with the requisite licensed software along with installation media, manuals, etc.
- 2.8 The bidder/OEM/Manufacturers shall provide for Comprehensive Onsite Warranty for a period of five years for Desktop/ All-in-One Computers. The period of comprehensive onsite warranty will start from the date of installation of items.
- 2.9 During warranty period after loging of complaint Service Provider has to deliver the system in 100% working condition, and if the service provider fails to repair the particular system or needs to take system for repair, standby system of equivalent configuration should be provided with in resolution time.
- 2.10 During warranty period if any part of system(e.g. Motherboard, RAM, Hard disk, SNPS, NIC, etc) become faulty and needs to be changed same of equivalent or higher configuration may be provided with no extra cost.
- 2.11 The, hardware, software and the overall system shall be supported by the successful bidder for the entire period of warranty. The bidder is required to submit an undertaking to this effect along with the technical offer. Absence of the undertaking shall make the offer liable for rejection.
- 2.12 The bidder shall maintain the supplied items free of charge during warranty.
- 2.13 The bidder or his OEM shall provide a convenient mode of lodging the complaint and redressal thereof. The complaint should invariably be resolved as per SLA
- 2.14 The bidder shall indemnify the Bank against all damages/charges and expenses on account of the negligence of the firm or his servants or damages to the property of any member of the public or any person or in executing the work or otherwise.
- 2.15 The number of desktop computers mentioned in the tender is indicative, and the actual number may vary depending on the requirement. While placing the order, the Bank may increase or decrease the number of computers and the bidder shall be bound to supply the number of computer systems so ordered.
- 2.16 The Bank reserves the right to place the order for entire required quantity in one or multiple orders within one year after the signing of agreement and the bidder shall agree to execute such single or multiple orders.
- 2.17 The Bank may purchase Computer System with or without Buyback option. The successful bidder shall purchase hardware **as is where is basis** and produce certificate to the bank that it has been disposed off strictly in accordance with GOI "e-waste (Management) Rules, 2016".
- 2.18 The model of desktop computers under Buyback is: HCL Infinity 1230, HCL Infinity 1280, HCL MA-330, HCL MA-350, HP 3330, Acer Veriton 3220 and Acer Veriton 4130.
- 2.19 In case of Buy Back, the Bidder should completely format the Computer System in Bank premises in the presence of Bank Official and undertaking in this regard should be given. In case system is non repairable Hard Disk Drive should be surrendered to the custody of Branch Manager.

3. INSTRUCTIONS TO BIDDERS

The Bidder is expected to have read and examined all the instructions, forms, terms and specifications in the Tender Document with full understanding of its implications. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid. **The Bidders are advised to strictly adhere to the proformae provided for that purpose in this document.** Any deviation in this matter will lead to **disqualification of the Bid.**

DEFINITIONS: The following definitions shall govern for the respective terms as hereinafter mentioned in this document:

Bank:	The Kangra Central Cooperative Bank Limited, Dharamshala H.P. 176 215.	
Bidder:	The prospective tenderer who has duly purchased the Tender Document and intends to offer the goods and services mentioned in this document.	

Original Equipment Manufacturer (OEM): Original equipment manufacturer in case of hardware and original developer in case of software.

3.1 COST OF THE TENDER DOCUMENT: The Bidder shall deposit Rs. 10,000/- (Rupees Ten Thousand Only) in the form of a Demand Draft favoring Managing Director, The Kangra Central Cooperative Bank Limited payable at Dharamshala being the cost of the tender document along with the Bid. Payment made through any other mode will not be accepted and decision of the Bank in this regard shall be final, conclusive and binding on the Bidder. The Bidders which had already participated in the Tender process previously are exempted for tender fee.

3.2 SCHEDULE OF TENDER

- 3.2.1 The sealed bids will be accepted till 13:00 hrs on 17/06/2022. The Bank may at their discretion extend the bid submission date. The modified target date & time will be notified on the web site of Bank.
- 3.2.2 The Technical Bids will be opened at 15:00 hrs on 17/06/2022. The Bidders or their authorized representatives may be present if they so desire.
- 3.2.3 The Commercial Bids of only technically qualified Bidders will be opened at a date announced by the Bank at the time of opening of the Technical Bids. The Bidders who have been declared eligible after evaluation of the technical bids or their authorized representatives may be present if they so desire.
- 3.2.4 The address for all the above activities is:

The Kangra Central Cooperative Bank Limited, DHARAMSHALA. H.P., 176 215. PHONE 01892-224969/223280/229346 FAX 01892-222386/225600 http://www.kccb.in/ E-mail: it@kccb.in,

- **3.3 PROCEDURE FOR SUBMISSION OF BIDS:** It is proposed to have a two-bid system (Technical and Commercial) in five separate sealed covers for this tender.
 - a) Earnest Money Deposit & Tender Fee.
 - b) Technical Bid.
 - c) Commercial Bid.
 - d) Copy of Technical Bid.
 - e) Copy of Commercial Bid.

Please note that rates should not be indicated in the Technical Bid. Only Commercial Bid should indicate rates.

All the documents viz. Earnest Money Deposit, Tender Fee, Technical Bid and Commercial Bid prepared and sealed as hereinafter directed along with the Bid Covering Letter as per the proforma given in section 7.1 post typed and signed on the Bidder's letterhead are to be kept in a single sealed cover super-scribed

with your reference number, date of submission and the words "Tender for Empanelment of Vendors for Supply & Installation of Computer Systems (Desktop and All-in-One) on Buy Back Basis, due on ______, NOT TO BE OPENED BEFORE TIME".

The cover thus prepared should also indicate clearly the name and address of the Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

The Bid shall be in the prescribed format and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. Relevant certificates / documents should be attached.

All pages of the bid except un-amended printed literature shall be initialed by the person(s) signing the Bid. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person(s) signing the bid.

The Bids prepared by the Bidders shall thus comprise of following components:

- a. Earnest Money Deposit, Tender Fee and Covering Letter neatly typed on the letterhead of the Bidder and duly signed by the authorized signatory in the proforma given in Section 7.1, and kept in a sealed cover super-scribed "EARNEST MONEY, TENDER FEE & COVERING LETTER" as detailed in Section 3.3.1 below.
- b. Technical Bid, as directed below in Section 3.3.2 below and kept in a sealed cover super-scribed "TECHNICAL BID".
- c. Commercial Bid, as directed below in Section 3.3.3 below and kept in a sealed cover super-scribed "COMMERCIAL BID".
- d. Xerox copy of the technical bid without any cuttings, erasures or modifications, as directed below in Section 3.3.4 and kept in sealed cover super-scribed "COPY of TECHNICAL BID".
- e. Xerox copy of the commercial bid without any cuttings, erasures or modifications, as directed below in Section 3.3.5 and kept in sealed cover super-scribed "COPY of COMMERCIAL BID".

3.3.1 Earnest Money Deposit:

- i. The Bidder shall furnish, as part of its bid, bid security of an amount equal to Rs.10,00,000/- (Rupees Ten Lakh Only). The bid security is required to protect the Bank against the risk of Bidder's conduct.
- ii. The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Demand Draft issued by an Indian Bank not earlier than the date of issue of this Tender, payable to The Managing Director, The Kangra Central Cooperative Bank Limited at Dharamshala, H.P. Any bid not secured in accordance with the above will be rejected as non-responsive.
- iii. Unsuccessful Bidder's bid security will be returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Bank.
- iv. The EMD of successful bidders will be released after successful execution of first Purchase Order and submission of performance guarantee.
- v. No claim shall lie against the KCCB in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- vi. The bid security may be forfeited:
 - 1. if a Bidder withdraws its bid during the period of bid validity; Or
 - 2. if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time and / or conceals or suppresses material information; Or
 - 3. in case of the successful Bidder, if the Bidder fails to sign the agreement.

3.3.2 Technical Bid:

- i. The Technical Bid should be submitted in a bound form and all pages continuously and serially numbered in one lot as one document. Brochures/leaflets etc. should be submitted in the bound document and not in a loose form. Bidders must ensure that all the documents are sealed and signed by the authorized signatory.
- ii. Technical bid proposal should be as given in Section 7.2 post, neatly typed on the letterhead of the Bidder, duly filled in, signed and complete in all respect. The bids shall inter alia include detailed

technical specifications of all the equipment/components in brochure or written form. The Bidders shall enclose certificates from the OEMs for all the goods and services they are intending to offer Service Support to the Bank for 5 years(warranty).

iii. The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the Bank.

3.3.3 Commercial Bid:

- **i.** Bid Rates for the fine-tuned Technical Specifications neatly typed on the letter head of the Bidder, duly filled in, signed and complete as per the Prescribed Quotation Proforma as given in Section 7.4 post. The Bidder shall indicate the Rates, the Terms of Reference which are given in the Technical Specifications.
- ii. The details of Rate Schedule for all the goods and services under all the components of this Tender for which the Bidder is intending to quote, as given in Section 7.4 post. The rates in these schedules shall be applicable in case the quantities of a particular order vary from those mentioned in relevant Technical Specifications. The L1 bidder will be decided on the basis of the price quoted as per "Commercial Bid" for each item i.e. Desktop Computers and All-in-One Computers as given in Section 7.3 post. The Bank may opt to empanel more than one vendor, at L-1 price in each item, if agreed upon by other bidders.

3.3.4 Copy of Technical Bid:

Xerox copy of unmodified Technical Bid (exact replica) but duly signed and sealed.

3.3.5 Copy of Commercial Bid:

Xerox copy of unmodified Commercial Bid (exact replica) but duly signed and sealed.

3.4 COSTS INCURRED WITH TENDERING

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the Bank and the Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

3.5 AMENDMENT IN TENDER DOCUMENT

- 3.5.1 At any time upto the last date of receipt of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment. All such amendments shall be binding on all the Bidder's.
- 3.5.2 In order to afford prospective Bidder's reasonable time to take the amendment into account in preparing their Bids, the Bank may, at its discretion, extend the last date for the receipt of Bids.

3.6 LANGUAGE OF BIDS

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the Bank, shall be written in the English Language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.

3.7 BID CURRENCY

The prices in the bid document shall be expressed in Indian Rupees only.

3.8 VALIDITY

Bids shall remain valid for 180 days from the last date of submission. The Bidders may be required to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the Bank in writing or by email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the Bidder to revise / modify the bid. The decision of the Bank in this behalf will be final, conclusive and binding on the Bidder.

3.9 MODIFICATIONS & WITHDRAWAL

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the Managing Director of the Bank to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

3.10 BID EVALUATION PROCESS

3.10.1 Bid evaluation process will be as follows:

- **i.** After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank. Bank will determine to its satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard.
- **ii.** The determination will take into account bidder's financial, technical and support capabilities, based on an examination of documentary evidence submitted by bidders.
- iii. Technical Evaluation:-

Bank will examine the bids to determine whether they are complete, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bid documents are generally in order. Compliance to Bidder's Qualification Criteria stipulated in Section 4 of the Tender. Review of written reply, if any, submitted in response to the clarification sought by the Bank. Technical skill set available, availability of customer support personnel etc., would be considered. Only those bidders who satisfy the technical requirements, accept the terms and conditions of this tender document and submit the certificate/ documents as per Section 4, shall be short-listed for further evaluation.

iv. Commercial Evaluation:

The commercial bids for only those bidders will be opened who have qualified on the basis of technical evaluation and reviewed to determine whether the commercial bids are substantially responsive. Commercial bids that are not substantially responsive or incomplete in any manner are liable to be disqualified. Evaluation will be done based on prices quoted as mentioned in commercial offer as per Post 7.3. The L1 bidder will be decided on the basis of the price quoted as per "Commercial Bid" for each item i.e. Desktop Computers and All-in-One Computers. The Bank may opt to empanel more than one vendor, at L-1 price in each item, if agreed upon by other bidders.

v. The Bank is under no obligation to accept the lowest or any other offer received in response to this tender and reserves the right to reject any or all the offers including incomplete offers without assigning any reason whatsoever.

4. **BIDDER'S QUALIFICATIONS**

4.1 GENERAL

- 4.1.1 The Bidder should be a Registered Company in India.
- 4.1.2 The bidder should have PAN and GST numbers.
- 4.1.3 The Bidder Company should be in existence for minimum five years in India.
- 4.1.4 The Bidder should have a cumulative turnover of more than Rs. 10 Crore in the last three financial years.
- 4.1.5 The Bidder or the OEM concerned should not have been blacklisted / debarred by the Government of India or their undertakings, any State Governments or their undertakings during the currency of this bid. In such cases the bid will be summarily rejected and no correspondence in this matter shall be replied by the Bank.
- 4.1.6 The bidder/OEM should have undertaken such activities for atleast 3 Government/ Semi Govt./ PSUs/ Autonomous bodies of Central/ State Govt/Public Sector Banks/Private Sector Banks/ Cooperative Banks/Regional Rural Banks/Financial Institutions/E-Governance in India.
- 4.1.7 The bidder should give an undertaking that the hardware and software will be licensed in the name of the Bank.
- 4.1.8 Bidders not complying with above terms and conditions or not providing complete information as described shall not be considered.
- 4.1.9 The Bidder should be either Original Equipment Manufacturer (OEM) or one of their authorized representatives in India. In case of authorized representative, a letter of authorization to this effect from OEM should be furnished. The authorization letter should mention that if authorized representative fails to meet the obligations for items supplied and/or to be supplied under this tender, then OEM would be responsible for all obligations for their items.
- 4.1.10 The bidder should have supplied Desktop Computers during the last 3 accounting years (2018-19, 2019-20, 2020-21) to Government/ Semi Govt./ PSUs/ Autonomous bodies of Central/ State Govt/Public Sector Banks/Private Sector Banks/ Cooperative Banks/Regional Rural Banks/Financial Institutions/E-Governance in India.
- 4.1.11 Bidders, who have not satisfactorily completed any of the earlier contracts with the Bank and/or who have been debarred by the Bank from participating in future tenders, will not be eligible for this tender. Bidder to submit an undertaking in this regard.

Documentary evidence in support of all the above eligibility criteria should be furnished with the technical bid.

5. TERMS & CONDITIONS OF THE TENDER

5.1 GENERAL CONDITIONS

- 5.1.1 Minimum validity of the Tender must be 180 days from the date of opening of the Tender.
- 5.1.2 The Bank will neither provide nor shall pay any charges for boarding, lodging and transportation facilities for the Bidder or their Representative.
- 5.1.3 The products / services offered should strictly conform to the specifications in tender. The models proposed / marked for withdrawal from the market or models under quality testing should not be offered.
- 5.1.4 Equipment/services offered should be capable of being fully integrated with the existing system of the Bank.
- 5.1.5 The Bidders are required not to impose their own terms and conditions to the bid.
- 5.1.6 In case the services / products delivered or delivered and installed are not having the equipment and software as specified in the Purchase Order/Agreement, found in the testing by Bank, the Bidder will have to replace the service / product or upgrade it as per specifications in the purchase order. All the expenses in this regard for transportation of equipment or for up-gradation shall be entirely borne by the Bidder.
- 5.1.7 It is implicit that the Bidder has guaranteed that all the equipment supplied are original & new including all its components and as per the technical specifications. All the hardware and software supplied are licensed and legally obtained in the name of the Bank.
- 5.1.8 The Bidder shall ensure that the entire IT infrastructure to be provided as part of this tender shall be in conformity with the requirements of applicable ISO standards, applicable provisions of Information Technology Act, 2000 and additions/ amendments thereof, Reserve Bank of India guidelines and other statutory and regulatory authorities.
- 5.1.9 The Bidder shall attend to and put forth the best efforts to rectify any problem to the supplied components irrespective of the holidays.
- 5.1.10The Bidder shall replace free of charge all the hardware components any part thereof in case is not working/found damaged etc during the warranty period of 5 years.
- 5.1.11The offer may not be evaluated and may be rejected by the Bank without any further reference in case of nonadherence to the format or partial submission of information as per the format given in the offer.
- 5.1.12If 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.
- 5.1.13If there is a discrepancy between words and figures, the rate/ amount in words shall prevail.

5.2 PURCHASER'S RIGHT TO ACCEPT / REJECT ANY / ALL BIDS

- 5.2.1 The Bank reserves the right to accept or reject any bid in part/full or annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, without thereby incurring any liability to the affected Bidder's or any obligation to inform the affected Bidder's of the ground for its action. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder's.
- 5.2.2 The Bank in its best interest reserves the right to accept or reject any technology / make proposed by the Bidder without assigning any reason thereof.
- 5.2.3 The Bank reserves the right to re-issue the tender and or any part thereof without assigning any reason whatsoever, at the sole discretion of the Bank. Any decision in this regard shall be final, conclusive and binding on the Bidder's.
- 5.2.4 The Bank reserves the right to issue Purchase Order in phases or to alter the quantities specified in the offer. The Bank also reserves the right to delete one or more items from the list of items specified in offer. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

5.3 BID REJECTION CRITERIA

The bid(s) will be rejected in case of any one or more of the following conditions:

- 5.3.1 Bids not substantive and in strict compliance with the proforma given in this document.
- 5.3.2 Bids not made in compliance with the procedure mentioned in this document.

- 5.3.3 Failure on part of the Bidder to provide appropriate information as required in the bid proposal or any additional information as requested by the Bank, including any supporting document.
- 5.3.4 Incomplete or conditional bids or bids that do not fulfill all or any of the conditions as specified in this document.
- 5.3.5 Bids without earnest money deposit.
- 5.3.6 The submission of more than one bid under different names by one Bidder. If the same is found at any stage, all the bids by that Bidder will be rejected.
- 5.3.7 Material inconsistencies in the information submitted.
- 5.3.8 Misrepresentations in the bid proposal or any supporting documentation.
- 5.3.9 Bid proposal received after the last date and time specified in this document.
- 5.3.10 Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.
- 5.3.11 Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons signing the bid.
- 5.3.12 In case the selected Bidder declines to make commercially reasonable efforts to work in collaboration with the agency employed by the Bank for the project management during execution and system maintenance thereafter.

5.4 RESPONSIBILITIES OF THE BIDDER

- 5.4.1 The Bidder(s) shall Supply & Install Computer Systems (Desktop and All in One) on Buy Back Basis. The rates must include all the charges e.g. spare, OEM support, repair & maintenance, manpower deployment, handling, packing, forwarding, insurance, freight, commissioning, demonstration, etc. if any.
- 5.4.2 They shall install, implement, configure and commission the software as per the requirements specified in this document.
- 5.4.3 The Bidder(s) shall maintain the infrastructure provided by the bank for the implementation and operation of the project and allied services flawlessly.
- 5.4.4 Bidder shall be responsible for the discipline and conduct of the staff deployed. The staff deployed by the Bidder shall be the responsibility of the Bidder at all times and it is expressly understood that such staff shall be the employees of the Bidder. KCCB should not be held responsible for any default and obligation at any time.

5.5 **RESPONSIBILITIES OF THE BANK**

The bank shall provide necessary environment to the staff deputed by the service provider to Supply & Install Computer Systems (Desktop and All in One). Beside this, the bank may ask any of the staff of the vendor to perform and carry out any or all the activities or works as warranted under the contract agreement or tender.

5.6 SCHEDULE OF PAYMENT

- 5.6.1 50% Payment shall be released after delivery of material at respective locations. All such payment requests shall be accompanied by receipts from the concerned branch managers or other officials of the Bank as the case may be.
- 5.6.2 40% Payment will be released on submission of:

a) Invoice/Bill duly completed in all respect and accompanied with Installation report duly signed and stamped by the concerned office Incharge of The Kangra Central Co – Operative Bank Ltd.

b) Documentary proof from OEM or on OEM website of having 5 years warranty for computer desktops.

5.6.3 Remaining 10% will be released after the warranty period subject to deduction of penalty, if any.

5.7 EARNEST MONEY

Earnest Money @ Rs. 10,00,000/- (Rupees Ten Lakhs Only) should be submitted along with the Tender in the form of Demand Draft payable in favour of the Managing Director, The Kangra Central Cooperative Bank Limited at Dharamshala. Tenders without Earnest Money shall be out rightly rejected.

- 5.8 **RATES:** The rates quoted shall remain firm for the period of **one year** after signing of contract and shall not be subject to any upward modification whatsoever.
- 5.9 **PENALTIES:** In case the complaints lodged by the KCCB is not resolved, the penalty as per SLA shall be charged. The decision of the KCCB in this regard shall be final, conclusive and binding.
- 5.10 **TAXES AND DUTIES:** The Bidder shall be solely responsible for the payment of all taxes including GST, license fees, octroi etc. incurred until completion of the project.
- 5.11 **PERFORMANCE GUARANTEE:** Performance Bank guarantee @ 3% of the purchase value should be submitted as Bank Guarantee in favour of the Managing Director, The Kangra Central Cooperative Bank Ltd, Dharamshala valid for a period of 66 months beyond the date of placement of purchase order.
- 5.12 **INSURANCE:** The Bank will not pay for any insurance charges against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery on all risks basis, including war Risks and strike clauses etc. during transit. The insurance shall be the responsibility of the Bidder up to the delivery at site.

5.13 **INDEMNITY**

- 5.13.1 The Bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the unaltered proprietary products or any part thereof in India or abroad.
- 5.13.2 The Bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees.
- 5.13.3 The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- 5.13.4 The Bidder shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use of all the software supplied by the Bidder, including-all inventions, designs and marks embodied therein in perpetuity for their own use.

5.14 CONFIDENTIALITY

- 5.14.1 The Bidder shall not, and without the Bank's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.14.2 The Bidder shall not without the Bank's prior written consent, make use of any document or information.
- 5.14.3 Any document other than the contract itself shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Bidder's performance under the contract if so required by the Bank.
- 5.15 **LIMITATION OF LIABILITY:** Notwithstanding anything to the contrary contained in the contract, the Bidder's aggregate liability arising out of or in connection with the contract, whether based on contract, tort, statutory warranty or otherwise, be limited to a maximum of 100% of the contract value. The Bidder shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim.
- 5.16 **FORCE MAJEURE DURING THE PENDENCY:** During the pendency of the contract if the performance in whole or part thereof by either party is prevented / delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material, and other consumables, or any other causes including breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to

Perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after resumption of normalcy.

- 5.17 **ARBITRATION:** All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by the Managing Director, Kangra Central Cooperative Bank Limited, Dharamshala, H.P. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1966 or by statutory modification/re-enactment thereof for the time being in force. Such arbitration shall be held at Dharamshala.
- 5.18 **APPLICABLE LAWS & JURISDICTION OF COURTS:** In all matters and disputes arising here under, shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of courts having jurisdiction in Himachal Pradesh.

6. MINIMUM SPECIFICATION OF DESKTOP AND ALL IN ONE COMPUTERS & TERMS AND CONDITIONS

Item	em Specifications		
Form Factor	Small Form Factor	537	
Chipset	Chipset Commercial Class Intel® Q470 Chipset		
Processor	Processor Intel 10th Generation Core i5 10500 Processor with 3.1 GHz base frequency 12 MB cache, 6 cores, 12 threads Should Supports Intel® vPro Technology		
Memory	8 GB DDR4-2666 Memory expandability up to 64 GB with 2 DIMM Slots		
Storage	1 TB SSD		
Graphics	Intel® UHD Graphics630		
Audio	Integrated audio controller with internal speaker of at least 2W		
Operating System	Microsoft Windows 10 Professional with OEM Recovery DVD or option of Cloud Recovery		
Networking	Integrated Intel Gigabit 10/100/1000 Ethernet Controller		
	Intel® Wi-Fi 6 AX201 802.11ax 2×2 with Bluetooth® M.2 Combo		
Ports	Video Display: DP/ HDMI/VGA ports		
	USB: Minimum four (04) USB ports out of which at least two should be in front for easy access.		
Slots	1 PCI Express v3.0 x1,1 PCI Express v3.0 x16 2 M.2		
	Integrated SD card reader		
Bays	2 Internal, 1 External bay		
Keyboard	USB Wired Keyboard,		
Mouse	USB Optical Wired Mouse		
Security			
Certifications	Microsoft Windows 10 FCC, CE, RoHS, UL, EPEAT, Energy Star ISO 9001,14001 for OEM.		
Display	21.5" with Minimum resolution of 1920X1080, with VGA, HDMI, Display Ports, TCO 8.0 Certified (Same OEM as desktop)		
Warranty	5 Years onsite		

6.1.1 Desktop Computer System (Make: HP / Dell / Lenovo or Equivalent).

6.1.2. Computer System, All in One (Make: HP / Dell / Lenovo or Equivalent).

Item	Specification	Tentative Qty.
Processor Make	Intel	246
Processor Generation	10	
Number of Cores per Processor	8	
Processor Base Frequency (GHz)	2.9	
Processor Description	10th Generation Intel® Core™ i7 2.9GHz to 4.8GHz, 16MB Cache	
Motherboard		
Chipset Series	Intel Q Series	
Graphics		
Graphics Type	Integrated	
Operating System		
Operating System (Factory Pre- Loaded)	Windows 10 Professional	
Recovery Image Media	Included	
OS Certification	Windows	
Memory		
Type of RAM	DDR4	
RAM Size (GB)	16GB	
RAM Speed (MHz)	2933 MHz or higher	
RAM Expandability up to(using spare DIMM Slots in GB)	64	
Storage		
Type of Drives used to populate the Internal Bays	HDD	
Number of Internal Bays populated with HDD	1	
Capacity of each HDD (GB)	1 TB	
Display		
Display Size (INCHES)	23.8	
Display Type	Non Touch	
Panel Technology	IPS/VA /WVA	
Display Resolution (PIXELS)	1920×1080	
Availability of Webcam integrated with Display	Yes	
If yes, Resolution of Webcam	FHD Camera	
Availability of Speakers integrated with Display	Yes	
If Yes, Number of Speakers available	2	

Connectivity		
Wireless Connectivity	Intel Wi-Fi 6 AX201, 802.11ax, Bluetooth 5.0	
Number of Ethernet Ports	1	
Type of Ethernet Ports	10/100/1000 on board Integrated Gigabit Port	
Ports	3 x USB 2.0, 2 x USB 3.2,1 x HDMI-out, 1 x HDMI-in	
Generic		
Audio-out	Universal Audio combo jack or 35 mm jack	
Headphone out	Yes	
Microphone-in	Yes	
Stand	Basic Stand with height adjustable stand	
Power		
Power Supply	External/Internal	
Input Devices		
Mouse Connectivity	Wired	
Keyboard Connectivity	Wired	
Keyboard Mouse should be from s	same OEM make	
Warranty		
On Site OEM Warranty (Year)	5	

6.2 **TERMS AND CONDITIONS**

- 6.2.1 Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender shall be the governing document for agreement between the Bank and the bidder.
- 6.2.2 The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:
 - i. Delay in delivery/ installation/ implementation beyond the specified period that is agreed in the contract that will be signed with the successful bidder.
 - ii. Serious discrepancy in the quality of service / hardware / software expected during the implementation, roll-out and subsequent maintenance process.
- 6.2.3 The Bank reserves the right to increase / decrease the number of items mentioned in P.O or place order in phased manner.
- 6.2.4 Service: The entire hardware equipment including system software will remain under comprehensive service agreement for a period of five years. In addition service support should be made available to the Bank on 24×7×365 basis. The service support includes support for hardware/software as were any other component supplied as part of this tender.
- 6.2.5 **Single Point of Contact**: The Bidder has to provide details of single point of contact viz. designation, address, telephone / mobile number.
- 6.2.6 **Preventive Maintenance (PM):** Bidder has to carryout preventive maintenance on half yearly basis. Preventive Maintenance report has to be submitted to the Bank.
- 6.2.7 Service engineers of Bidder shall invariably carry their ID cards with them, without which, the said engineer(s) / representative(s) will not be allowed to access the systems.
- 6.2.8 Service engineers of the Bidder shall have access to the computer systems / peripherals only after obtaining clearance of Bank's authorised officials. No data / log information will be taken out of Bank without clearance from Bank's authorised officials.
- 6.2.9 In the event of replacement of any part of the system, it should be done with a part of equivalent or higher configuration of same brand which is compatible with the system.
- 6.2.10 **Complaint Booking :**Complaint(s) can be booked by any official / officer of the Bank. Breakdown / failure / fault calls will be intimated by the Bank to the Bidder by telephone / fax / email etc. The downtime /

breakdown period will be reckoned from the date and time of logging of the complaint by Bank's authorized official.

- 6.2.11 Record of down time for hardware/software etc. whenever they occur will be maintained by the Bank or any other Agency authorized by the Bank for this purpose and will be final, conclusive and binding on the Bidder.
- 6.2.12 Whenever any equipment is taken out of Bank premises for repair then all expenses towards this shall be borne by the Bidder including transportation and insurance etc.

7. BID PROPOSAL PROFORMA

7.1 BID COVERING LETTER

То

The Managing Director, The Kangra Central Cooperative Bank Limited, Dharamshala. H.P. 176 215.

Dear Sir,

Subject: Tender for Empanelment of Vendors for Supply & Installation of Computer Systems (Desktop and <u>All-in-One) on buy Back Basis.</u>

1 Terms & Conditions

- I / We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect of this Request for Proposal do hereby propose to provide goods and services as specified in the bidding document.
- I / We, the undersigned Bidder(s) having submitted the qualifying data as required in your Request for Proposal, do hereby bind ourselves to the conditions of your Request for Proposal. In case any further information/documentary proof in this regard before evaluation of our bid is required, I / We agree to furnish the same on demand to your satisfaction.

2 Rates & Validity

- All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of 180 days from the date of opening of the bid.
- I / We have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I / we shall pay the same.

3 Bid Pricing

I / We further declare that the rates stated in our proposal are in accordance with your terms and conditions in the bidding document.

4 Earnest Money

I / We have enclosed the earnest money as required of the Request for Proposal Document. In case of default it is liable to be forfeited in accordance with the provisions enumerated therein.

5 Details of cost of RFP Document:

Value	Rs 10,000/- (Rupees Ten Thousand Only)
Demand Draft Number with Date	
Name and Branch of the Bank	

6 Details of Earnest Money Deposit:

Value	Rs 10,00,000/- (Rupees Ten Lacs Only)
Demand Draft Number with Date	
Name and Branch of the Bank	

7 Declaration

I / We hereby declare that my / our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my / our knowledge and belief and nothing has been concealed therefrom.

Thanking you,

Yours faithfully,

(Signatures)

Date:

Place:

Name:

Designation:

SEAL

7.2 PROFORMA TECHNICAL BID

1	Bidder's Proposal Reference No & Date	
2	Bidder's Name and Address	
3	Contact Person	
	Designation	
	Telephone Number	
	Fax Number	
	e-mail Address	
4	Name and Designation of the Person Authorized to make Commitments to the Bank	
5	Enclose Sales Tax / VAT registration copy	
6	Enclose Company's PAN Card copy and the latest Income-tax Clearance letter	
7	Please enclose printed leaflets / specification sheets of the products being offered.	
8	Please enclose Company / Firm Registration Certificate.	Annexure EG-1
9	Please enclose a list of support Centres containing office address, telephone numbers, contact person etc along with copy of agreement between bidder & franchise.	Annexure EG-2
10	Please enclose the Certificate of GST registration number.	Annexure EG-3
11	Please enclose an undertaking on the letterhead of the Bidder that they have not been blacklisted / debarred by the Government of India or their undertakings, any State Governments or their undertakings.	Annexure EG-4
12	If the Bidder is not OEM for any particular goods or services, please enclose relevant	Annexure ET-1
	Authorization Certificates from OEM as per 3.3.2(ii) and 4.1.9.	
13	Please enclose relevant ISO Certificate for the OEMs.	Annexure ET-2
14	Please enclose Copy of at least one Purchase Order for desktop sales and service business of older than five years from the date of bid submission	Annexure ET-3
15	Please enclose three Purchase Orders for past three years from the date of bid submission along with successful execution certificate of the buyer should be enclosed in India from the date of bid submission.	Annexure ET-4
16	Please enclose financial accounts (Profit and Loss account and Balance sheet for last three financial years)	Annexure EC-1

(Signatures)

Date:

Place:

Name:

Designation:

Seal

7.3 PROFORMA COMMERCIAL BID

<u>Please note that this proforma should reflect the amount per unit to be paid by the bank inclusive of all taxes and duties. In case of any mistake or discrepancy is noted in this proforma, the Bank reserves its absolute right to reject the bid without assigning any reasons.</u>

A. Commercials for Desktop Computers:

	Purchase of Desktop Computers				
S No	Particulars	Base Price per unit	GST	TOTAL Price per unit (including all taxes)	
Α	B	C	D	E=C+D	
1.	Desktops (including 5 years warranty)				
2	Buy Back Price for desktop of any model				
Total (1-2)					

B. Commercials for All-in-One Computers:

	Purchase of All in One Computers			
S No	Particulars	Base Price per unit	GST	TOTAL Price per unit (including all taxes)
Α	В	С	D	E=C+D
1.	All-in-One Computer (including 5 years warranty)			
2	Buy Back Price for desktop of any model			
Total (1-2)				

Note: Commercial Bid not in conformity with the above format or incomplete in any respect will be rejected / disqualified by the bank.

(Signatures)

Date:

Place:

Name:

Designation:

Seal

ANNEXURE A

DRAFT SERVICE LEVEL AGREEMENT

A PROFORMA SERVICE LEVEL AGREEMENT

i.1 Purpose:

The purpose of this Service Level Agreement (SLA) is to formalize an arrangement between the Supplier and the Bank to deliver specific support services, at specific levels of support, and at an agreed-upon cost. This document is intended to provide details of the provision of support services to the Bank. This SLA will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new applications and services into the support portfolio provided to the Bank.

i.2 Scope of Agreement:

The following services are provided in response to the transfer of trouble tickets from the Bank to the Supplier in accordance with the Bank's case management process:

i.2.1 Hardware Maintenance:

Supplier agrees to keep the system in 100% working condition.

i.2.2 Software Maintenance:

Software Maintenance shall include software updates, error fixes, new fix packs recommended by Supplier (on the software licensed to the Bank) of the software product (s) developed and released by Supplier or OEM during the term of the contract.

i.2.3 Services Automatically Provided Under This Agreement

- **i.2.3.1** Corrective maintenance: Defined as activities associated with root-cause analysis and bug-fix isolation and resolution:
 - **i.2.3.1.1 Root-cause analysis:** Analysis of the root causes of problems. Problems will be reviewed to determine their root causes, measures will be taken to correct the sources of the problems, and reports will be prepared and distributed in a timely fashion.
 - **i.2.3.1.2 Bug fixes:** Defined as the emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.

i.2.3.2 Requests for Support Specifically Covered Under This Agreement

- **i.2.3.2.1** System monitoring: Every effort will be made to conduct periodic monitoring of production systems to assess their health.
- **i.2.3.2.2 Preventative maintenance:** The Supplier agrees to open its office at Dharamshala and to depute competent engineers to man it on 24×7 basis. Periodically(at least once a half year) they will physically inspect the systems for potential problems and shall log their visits and shall submit their report in writing to the Bank.
- **i.2.3.2.3** Level 1 and Level 2 Support: Level 1 (help desk) and level 2 (infrastructure support) shall be provided by the Supplier for each system supported, and they shall perform their assigned duties. To the extent possible by the Supplier, their support staff shall assist the Bank's level 2 support team members with diagnosing problems and working in partnership to their resolution, including configuration changes if so needed.
- **i.2.3.2.4 Status Reporting:** Monthly status reports will be compiled by the Supplier support specialists and submitted to the Bank for each production system supported. Monthly status reports will be discussed by the Supplier support manager with the Bank management to ensure that the Bank is aware of the support issues and risks faced by the support team.
- **i.2.3.2.5 Knowledge Management:** Recording, storing, and retrieval of information to assist in the resolution of problems will be established and maintained. Using this approach, the need for the Bank to transfer problems to the Supplier for level 3 support will be reduced, thus saving money and resources, and increasing satisfaction and quality.

i.2.3.3 Requests for Support NOT Covered Under This Agreement

This agreement does not cover the following requests. However, the Supplier would be pleased to provide a separate statement of work in proposing services to address any of the following:

- **i.2.3.3.1 Evaluation of new Hardware:** Evaluation or approval of new software or hardware for use within the Bank. This includes third-party systems, or systems developed by the Bank or any agency employed by them.
- **i.2.3.3.2 Specific Trainings:** The Bank will suitably compensate the Supplier if they intend to train their staff in any technologies not covered in this contract.
- **i.2.3.3.3** Adaptive maintenance: Defined as activities relating to upgrades or conversions to a system due to new technologies being adopted by the Bank.
- **i.2.3.3.4** Enhancements: Additional Services such as:
 - a New or added interfaces
 - **b** New Hardware
 - **c** Additional hardware deployments

i.3 Changes to the Agreement:

- **a** Termination of Agreement: In the event that the Bank wishes to terminate this agreement, a 30-day written notice of intent to terminate must be delivered by the Bank to the Supplier. The Supplier cannot terminate this contract.
- **b** Amendment to Agreement: Any amendment to this agreement would require the approval of the Bank and the Supplier. The amendment of the agreement would take place through an addendum to this agreement. There will be an opportunity on yearly basis to make adjustments to this SLA. The Bank and the Supplier should work together to make changes at that time.
- **c** Levels of Effort to address problem tickets will be reviewed and adjusted accordingly for all new systems implemented, or decommissioned, during the term of this agreement. All changes will be conducted by the Supplier and the Bank jointly, with an addendum made to this agreement.
- **d Renewal of Agreement:** This agreement will be renegotiated by the Bank and the Supplier at the end of the term of this contract for the following year if found appropriate by the Bank.

i.4 Call Management Process:

The Bank shall log the problem ticket to the Supplier's problem ticket management system through either of the following gateways:

- a Telephone:
- b Fax:
- c email:
- d website:
- e Postal Address:

The Supplier shall immediately acknowledge the same. The time of such acknowledgment shall be taken as the time the complaint is lodged.

i.5 Term of Agreement:

This agreement shall come into effect upon the date of acceptance of this agreement and ends at the end of five years thereafter.

i.6 Levels of Support:

There are three levels of support, Level 1, 2 and 3. These levels, which are integrated into the Bank's support process, are defined as follows:

a Level 1: This is support provided by the appropriate Supplier help desk when it receives the Support Request from the Bank. This represents generalist support. If this level of support cannot resolve the problem, the Support Request is passed to the Supplier's level 2 support, which is the infrastructure support specialists.

- b Level 2: This is support provided by an infrastructure support or subject matter specialist. This level of support does not perform system reconfiguration etc., if required to resolve the problem. Operational issues will be resolved at this level. If resolution requires system configuration etc., the Support Request is passed to the Supplier's level 3 support.
- c Level 3: This is the final expert support including that from the OEM if needed.

i.7 Service Level Definitions:

This agreement binds the Supplier to meet the following expected levels of support services: The SLA is defined below:

Description	Acknowledgment Time	Resolution Time
Computer Systems- (Installed in locations except Lahul & Spiti)	4 hours	2 Days. For non-compliance ₹ 200/- per day will be deducted thereafter.
Computer Systems (Installed at Lahul & Spiti)	4 hours	3 Days. For non-compliance ₹ 200/- per day will be deducted thereafter.

The above service levels will be applicable for $24 \times 7 \times 365$. The problems logged outside of local business hours (09:00 AM to 06:00 PM), during the whole week shall be deemed to have been logged at 09:00 AM on the next working days.

Maximum penalty shall be @10% of the purchase value of the item whose complaint has been lodged.

In WITNESS WHEREOF the parties here to have set and subscribed their respective hands and seals at Dharamshala, District Kangra (H.P.) on the day, month and year first above written in the present of the witness as hereunder: -

SIGNED FOR AND ON BEHALF OF THE SUPPLIER THE BANK

ACCEPTED FOR AND ON BEHALF OF

Authorized Signatory for Vendor

Witnesses:

1. _____

Authorized Signatory for Bank

2. _____