

Request for Proposal (RFP)

For

Selection of Vendor for supply of LAPTOPS

Year 2011 – 2012



Baroda Rajasthan Gramin Bank

Head Office: Ajmer



Baroda Rajasthan Gramin Bank

[A] Important Dates:

1	Issuance of RFP Document by Bank from	29.06.2011
2	Last Date of Submission of Response by the Bidder	16.07.2011 by 2.00 pm
3	Opening of Technical Bid	On 18.07.2011 at 3.00 pm in our office

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BRGB means "Baroda Rajasthan Gramin Bank".
2. RFP means this "RFP document"
3. Recipient, Respondent and Bidder means "Respondent to the RFP document".
4. OEMs means "Original Equipment Manufacturers"
5. Tender means RFP response documents prepared by the bidder and submitted to Baroda Rajasthan Gramin Bank

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Baroda Rajasthan Gramin Bank expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank. In the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

Confidentiality



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Section – I

1. Baroda Rajasthan Gramin Bank

Baroda Rajasthan Gramin Bank is the largest Gramin Bank in Rajasthan with a branch network of 275 branches in 13 districts in Rajasthan , having its Head Office at Citi Plaza,First Floor,Vaishali Nagar,Ajmer .

2. Introduction and Disclaimer

This Request for Proposal document (“RFP document” or “RFP”) has been prepared solely for the purpose of enabling Baroda Rajasthan Gramin Bank (“Bank”) to select a vendor for supply of computer hardware, software and Peripherals at our branches in India.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.

3. Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information



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that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

4. For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") i.e. Government Organization, PSU, limited Company or a partnership firm and no other person or organization.

5. Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

6. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.



7. Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

8. Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organisations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

9. Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

10. Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

Section - II

1. Existing Setup

Baroda Rajasthan Gramin Bank is the largest Gramin Bank in Rajasthan with a branch network of 275 branches in 13 districts in Rajasthan situated in Sawaimadhopur, Karuali, Dausa, Tonk, Bundi, Ajmer, Bhilwara, Banswara, Dungarpur, Chittorgarh, Pratapgarh, Churu and Bikaner Districts.

2. Requirements

Baroda Rajasthan Gramin Bank desires to select a vendor for supply of LAPTOPS.

Bidder who is interested in participating in this RFP must fulfill the eligibility criteria mentioned under Section -IV and also in a position to comply the technical specification of Computer Hardware, Software & Peripherals mentioned in Appendix

Apart from the above the bidder must also agree to all our terms & conditions mentioned under Section – V



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Section – III

1. Project & Objective:

Baroda Rajasthan Gramin Bank desires to select a vendor for supply of LAPTOPS

2. Scope of work & delivery of service

Bank will award the contract to the Bidder for a period of one year i.e. financial year from 01.04.2011 to 31.03.2012 and the Bidder should deliver the service with the following scope 1. Bidder should be capable of providing all the equipments that are specified under the Technical Specifications 2. The system must be capable of upgrading at a later stage as and when required by the Bank.

3. Bidder needs to have a co-ordination with the existing software vendor for integrating with present system for the branches to function smoothly.

4. Bank desire to procure LAPTOPS for the Head Office and Regional Offices, hence the selected bidder should work seamlessly throughout the area.

Section - IV

Eligibility Criteria:

Eligibility Criteria for Secelction of vendor for supply of computer hardware, software & it's Peripherals

S.No	Eligibility Criteria	Supporting documents
1.A	<p>Interested Original Equipment Manufacturers (OEMs)/ Principal HW / SW vendors are required to submit their Technical offer</p> <p>Should be in Core Computer Hardware Business, at least for a period of last three years.</p> <p>Should have made Net Profits during last three financial years</p> <p>ISO 9001: 2008 & 14001:2004 certification for manufacturing facility from where the equipments will originate.</p> <p>Minimum turnover out of Indian operations should be not less than Five crores from Computer hardware / Software alone as per last three years audited financial statement.</p>	<p>A self-certified letter in compliance of the Terms & conditions,</p> <p>Copy of the last three years audited financial statements</p> <p>Copy of ISO certification</p> <p>A self-certified letter in compliance</p>



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	<p>Should have direct support offices at all district places in our area of operation</p> <p>No generic call centre or telephonic support is accepted. No Franchisee support is acceptable to the bank either</p>	<p>Detailed address of support offices.</p>
<p>1.B</p>	<p>The OEM / Principal HW /SW vendor satisfying the above conditions under Sr. No 1.A, may also submit through a Partner.</p> <p>In such cases the partner</p> <p>Should be in supply and support business Computer Hardware, Software & it's Peripherals at least for a period of last three years.</p> <p>Should have made Net Profits during last three financial years.</p> <p>Copy of ISO 9001:2008 & 14001:2004 certification of the products manufacturing facility from where the equipments will originate.</p> <p>Minimum turnover out of Indian operations should be not less than Five crores from Computer hardware / software for last three years as per the audited financial statement.</p> <p>Should have direct support offices at all district places in our area of operation</p>	<p>Same as above to be provided for OEM & Partner.</p> <p>A self-certified letter in compliance of the Terms & conditions</p> <p>Copy of the last three years audited financial statements</p> <p>Copy of ISO certification</p> <p>A self-certified letter in Compliance</p> <p>Detailed address of support offices</p>
	<p>No generic call centre or telephonic support is accepted. No Franchisee support is acceptable to the bank either</p> <p>Letter from OEM regarding the unconditional acceptance of terms and condition related to support for their products during warranty and subsequent AMC period if vendor fails to do so</p>	
	<p>The OEM / Partner should have technically</p>	<p>Self certified letter certifying -</p>



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	<p>qualified engineers who have expertise and certification to support the installations of Windows, Linux, and UnixWare OS Software.</p> <p>The principal vendor will be required to provide a letter of Authorization to the partner for submitting the offer on behalf of the principal.</p> <p>The Engineers at the support offices should be provided with a cell and the support/branch offices should have telephone/fax with local email facility.</p>	<p>having technically qualified engineers</p> <p>Letter of Authorization from OEM</p> <p>Details to be provided along with the support / branch offices</p>
2	<p>OEM/ Principal HW Vendor should have certification of all OS i.e. Windows, UnixWare, Software.</p>	<p>A copy of all the certifications to be submitted</p>
3	<p>While a call centre is acceptable for logging support requirements, support must be provided on site by a qualified engineer as stated above.</p>	<p>A self certified letter to be submitted</p>
4	<p>OEM/ Partner should have supplied & supported not less than 500 Laptops, & Peripherals of similar configuration at various locations/offices of PSUs preferably banks/financial institutions having a large branch network geographically spread across the country</p>	<p>A self certified letter along with details of PSU's (like name of bank/financial institutions, contact person, telephone number) and the locations where the PCs are supplied and supported</p>
5	<p>OEM/Partner should facilitate for billing</p>	<p>A self certified letter to be submitted.</p>
6	<p>Banking is 24 hours service oriented sector and hence any technical problem should be resolved within maximum of 24 hours of call reported which includes time for procuring spare parts also.</p> <p>OEM/Partner should stock adequate spares of all items supplied.</p>	<p>A self certified letter to be submitted.</p> <p>To provide the logistics of spares available in warehouses and policy of stocking the spares.</p>
7	<p>Should be able to deliver the Hardware, Software & Peripherals within 4 weeks from the date of purchase order.</p> <p>For late delivery the LD clause would be</p>	<p>A self certified letter to be submitted for meeting the delivery schedule and accepting the LD clause along with a copy</p>



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	applicable @1% of the contract value inclusive of all taxes, duties, levies etc., per week or part thereof subject to a maximum of 5%.	of the respective OEM's confirming to adhere the delivery schedules
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Please note that all the documents requested should be arranged in the same order as mentioned in the Checklist.

Please note that any response which does not provide any / all of the above information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard.

For any further clarifications you may contact the following officers:

Name: Shri A K Asthana, Chief Manager(Coordination), Head Office, Vaishali Nagar Ajmer

Phone No: 0145-2642902

Email: brgbrb@bankofbaroda.com



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Section – V

TERMS & CONDITIONS FOR THE SELECTION OF VENDOR TO SUPPLY LAPTOP

GENERAL TERMS

The terms and conditions presented are indicative in nature and not exhaustive. Bidders should note that these conditions and the responses are expected to form the basis of the contract between Baroda Rajasthan Gramin Bank and the Bidder.

1. *Information Provided*

The TENDER document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Baroda Rajasthan Gramin Bank in relation to the provision of services. Neither Baroda Rajasthan Gramin Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this TENDER document. Neither Baroda Rajasthan Gramin Bank nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the TENDER document.

2. *For Respondent Only*

The TENDER document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.

3. *Costs Borne by Respondents*

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Baroda Rajasthan Gramin Bank, will be borne entirely and exclusively by the Recipient / Respondent.

4. *Errors and Omissions:*

Each Recipient should notify Baroda Rajasthan Gramin Bank of any error, omission, or discrepancy found in this tender document or seek any clarification on the TENDER document or part thereof not later than five business days prior to the last date for submission of bids.

5. *Standards:*

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.



6. Language of Tender

The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English language only.

7. Formats of Bids:

The bidders should use the formats prescribed by the Bank in the TENDER for submitting both technical and commercial bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

8. Timeframe

The following is an indicative timeframe for the overall selection process. Baroda Rajasthan Gramin Bank reserves the right to vary this timeframe at its absolute and sole discretion should the need arise. Changes to the timeframe will be relayed to the affected Respondents during the process.

Tender Issuance	Date	29.06.2011
Last Date for submission of bids		16.07.2011 at 02.00 P.M.
Technical Bid Opening		18.07.2011 at 3.00 P. M.

9. Submission of Tender:

The Tender documents should be submitted in duplicate i.e. in Two Sets (Set 1 Marked as – Original Set and Set 2 Marked as – Duplicate Set) Each Set should contain one copy of Technical Tender and one copy of Commercial Bid (to be kept in separate sealed envelopes) super scribing as under:

“Technical proposal for the selection of Vendor for supply of LAPTOPS”

“Commercial proposal for the selection of Vendor for supply of LAPTOPS”

The proposal should be addressed to:

**Chairman
Baroda Rajasthan Gramin Bank
Head Office, Citi Plaza
Aana Sagar Circular Road
Ajmer-305004**

Only one model, which meets the specification, needs to be quoted in the tender. If it is found that the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the whole tender submitted by the bidder is liable to be rejected.

Only one submission of response to tender by each bidder will be permitted
Format for Technical specification of Hardware, Software & Peripherals are enclosed as Appendix



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The bidders shall submit the proposals properly filed so that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as “ Page ____ (current page) of ____ (Total pages)” and be signed by authorized signatory (except literatures, datasheets and brochures). The current page number should be a unique running serial number across the entire proposal.

In case of delay or non-delivery of tenders, Bank will not assume any responsibility.

Mere response to the tender will not entitle nor confer any right on the

Bidders for supply/sale to the bank

10. Compliance to bank's all terms and conditions:

Bidder has to submit a letter of undertaking along with the Tender that they will abide by all the terms and conditions stated in our Tender. The OEM / Principal, Hardware / Software Vendor will have the responsibility of the equipment's supplied through the partner and should take the responsibility in case of any sales / service support issue arises at any point of time for which Separate undertaking is to be obtained from the OEM and enclosed with technical tender document. The Bidder should be in a position to supply the Laptops and software as per the requirement of Baroda Rajasthan Gramin Bank, Head Office, Ajmer.

The Bank will have the right to decide on the hardware configuration and the quantity thereof to be ordered.

The Laptops to be provided should be field upgradeable in terms of memory, hard disk capacity, etc.

11. Late Tender submission policy:

Bidders are to provide detailed evidence to substantiate the reasons for a late Tender submission.

Tenders lodged after the deadline for lodgment of Tenders may be registered by Baroda Rajasthan Gramin Bank and may be considered and evaluated by the evaluation team at the absolute discretion of Baroda Rajasthan Gramin Bank. It should be clearly noted that Baroda Rajasthan Gramin Bank has no obligation to accept or act on any reason for a late submitted response to tender.

Baroda Rajasthan Gramin Bank has no liability to any person who lodges a late Tender for any reason whatsoever, including tenders taken to be late only because of another condition of responding.

12. Validity of Tender:

The Tender will remain valid and open for evaluation according to the terms for a period of at least six (6) months from the date the tender submission date closes.



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13. Request for Information:

Recipients are required to direct all communications related to this tender, including notification of late tender submission, through the Nominated Point of Contact person i.e. The General Manager, Baroda Rajasthan Gramin Bank, Head Office, Ajmer. All questions relating to the tender, technical or otherwise must be in writing only to the Nominated Point of Contact.

Baroda Rajasthan Gramin Bank will not answer any communication initiated by Bidder later than five business days prior to the due date for lodgment of tender. However, Baroda Rajasthan Gramin Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidder after the tender closes and all such information and material provided must be taken to form part of that tender.

Bidder should invariably provide details of their email address(es) as responses to queries will only be provided to the Bidder via e-mail. If bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then bank reserves the right to communicate such response to all Bidders participating the tender.

Baroda Rajasthan Gramin Bank may in its absolute discretion engage in discussion with any Bidder (or simultaneously with more than one Bidder) after the tender closes to improve or clarify any response.

14. Evaluation of Tender

The Technical Proposal will be evaluated only for those respondents who are fulfilling the eligibility criteria as given under Section IV. The Technical Proposal will be evaluated for technical suitability.

The Bank reserves the right to modify the configuration of Hardware thereof to be ordered.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank's reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof.

The bank's decision will be final & bank will not entertain any correspondence in this regard.

15. Validity of Rate Contract:

The Rate Contract with selected vendor will be valid up to a period of One Year i.e. upto 31/03/2012 as an approved vendor for supply of Laptops

16. Notification

Baroda Rajasthan Gramin Bank will notify the Respondents as soon as practicable about the outcome of the TENDER evaluation process, including whether the Respondent's



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TENDER response has been accepted or rejected. Baroda Rajasthan Gramin Bank is not obliged to provide any reasons for any such acceptance or rejection.

17. Authorised signatory:

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank. The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

18. Baroda Rajasthan Gramin Bank reserves the right to:

- Reject any and all responses received in response to the RFP
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- To negotiate any aspect of proposal with any Bidder and negotiate with more than one Bidder at a time
- Extend the time for submission of the tender
- Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality)
- Share the information/ clarifications provided in response to tender by any Bidder, with any other Bidder(s) /others, in any form.
- Cancel the tender at any stage, without assigning any reason whatsoever

19. Cancellation of contract and compensation:

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances. The Bank would provide 30 days notice to rectify any breach/ unsatisfactory progress:

- I. The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.
- II. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- III. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- IV. If the delivery of hardware and software delayed by more than two weeks from the due date of delivery / If deductions on account of liquidated Damages exceeds more than 5% of the total contract value.
- V. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions
- VI. An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.



20. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Baroda Rajasthan Gramin Bank until execution of a contractual agreement.

21. Disqualification:

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

22. Force Majeure:

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

23. Arbitration:

In the event of a dispute or difference of any nature whatsoever between Bank and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. Bank and Bidder will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at Bank's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

24. Indemnity:

The Bidder shall indemnify, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trade marks, copyrights etc. by the Bidder. The Bidder shall always remain liable to the bank for any losses suffered by the Bank due to any technical error and negligence or fault on the part of the Bidder and the Bidder also indemnifies the Bank for the same in respect of the hardware and software supplied by him by executing an instrument to the effect on a Non-Judicial stamp paper that Bank may sustain on account of violation of patent, trademarks etc. by the Bidders.

25. Confidentiality:

The Bidder shall keep confidential any information obtained under the contract and shall not divulge the same to any other person without consent in writing by Baroda Rajasthan Gramin Bank. In case of non-compliance of the confidentiality agreement, the contract is



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liable to be cancelled by Baroda Rajasthan Gramin Bank. Further, Baroda Rajasthan Gramin Bank shall have right to regulate Bidder staff.

26. Publicity:

The Bidder shall not advertise or publicly announce that he is undertaking work for Baroda Rajasthan Gramin Bank without written consent of Baroda Rajasthan Gramin Bank. In case of noncompliance of this clause the Bidder will be debarred for participating any future tender / contract for a period of three years.

27. Variation:

Baroda Rajasthan Gramin Bank may at any time during the contract require the Bidder to revise the Equipment, Services or Supplies including Completion Date. In an event of such nature, Baroda Rajasthan Gramin Bank will request the Bidder to state in writing the effect such variation will have on the work schedule. The Bidder shall furnish these details, in writing, in two weeks from the receipt of such request.

28. Applicable Law and Jurisdiction of Court:

The Contract with the selected bidder 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 at Ajmer jurisdiction (with the exclusion of all other Courts).

29. Disclaimer:

Subject to any law to the contrary, and to the maximum extent permitted by law, Baroda Rajasthan Gramin Bank and its directors, officers, employees, contractors, agents, and advisers disclaim all liability from any loss claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any presumptions/ information (whether oral or written and whether express or implied information, including forecasts, statements, estimates, or projections contained in this tender document or conduct ancillary to it whether or not the losses or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Baroda Rajasthan Gramin Bank or any of its directors, officers, employees, contractors, agents, or advisers.



Commercial Terms & Conditions Earnest Money Deposit (EMD):

Earnest Money Deposit of Rs.25,000/- (Rupees Twenty Five thousand only) has to be submitted by way of Demand Draft / Banker's Cheque / Pay Order drawn in favour of "Baroda Rajasthan Gramin Bank" payable at Ajmer. Earnest Money Deposit will not carry any interest.

The Earnest Money Deposit of unsuccessful bidders will be refunded while intimating the rejection of the bid.

The Earnest Money Deposit of the successful bidder will be refunded one month after successful installation of equipments of the last such purchase order during the contract period.

Earnest Money Deposit should be kept in a separate sealed envelope and to be delivered along with the TENDER responses.

The Earnest Money Deposit will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank
- The selected bidder withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this TENDER.
- The bidder violates any of the provisions of the terms and conditions of this TENDER specification

Earnest Money Deposit will be refunded for the unsuccessful bidders within two weeks from the date of issue of letter of indent to the successful bidder.

1. Submission of commercial quotes

Commercial quote should be submitted as per format of Annexure- C in sealed envelope. Price should be inclusive of all taxes, duties, levies except Octroi /entry tax which will be payable on actual on production of original receipt.

2. Evaluation of Commercial quotes

L1 (Lowest Bidder) will be arrived on the basis of - 5 – (Five) Years TCO (i.e. Price of 3 Years Warranty + 2 Years AMC Rate). – As mentioned in Annexure C. L1 will be arrived on the basis of total cost of all the equipment required including service charges as specified in the commercial sheet.



3. Place of Order

Our office will place the orders and delivery will be at our offices. Bidder shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc.

4. Transportation and Insurance:

All the costs should include cost, insurance and freight (c.i.f). However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the Bidder till the acceptance of the equipments by Bank. The Bidders should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

5. Pre-shipment Inspections:

Baroda Rajasthan Gramin Bank reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Baroda Rajasthan Gramin Bank 's personnel may have to visit the factory site which shall be provided at the Bidder's cost.

6. Delivery:

Hardware, Software & Peripherals should be delivered within 4 weeks from the date of purchase order.

Bidder will have to pay liquidated damages (LD) to Baroda Rajasthan Gramin Bank @ 1% of the contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5%. If delay exceeds two weeks from due date of delivery, Baroda Rajasthan Gramin Bank reserves the right to cancel the entire order.

If LD exceeds the maximum of 5%, Bank may de-list the Bidder from participating any of our banks tender in future for a period of two years.

Bidder will be responsible for ensuring proper packing, delivery and receipt of the hardware and software at the site(s). Sealed packs will be opened in the presence of Baroda Rajasthan Gramin Bank officials.

The software (systems software, language compilers, utilities, packaged software, etc., including complete sets of manuals, Driver CD, Antivirus CD) should be delivered together with the Laptops

Any component has not been delivered or if delivered is not operational, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment would be released as per terms only after full delivery and installation.



7. Installation:

Installation at our office, including unpacking of cartons/ boxes, will be the responsibility of the Bidder. Bidder will have to install the system and hand it over to Bank for acceptance testing within two working days of the Bank from the date of receipt of the system at our office.

Bidder will have to pay liquidated damages to Bank @ 1% of the contract value per day or part thereof subject to maximum of 5%, for delay in installation, if the delay is caused owing to reasons attributable to the Bidder.

Bank reserves the right to shift Laptop to new location/s and warranty / AMC will continue to be in force at the new location.

8. Documentation:

Bidder will have to supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English only.

9. Training:

The Bidder shall provide training to officials of Baroda Rajasthan Gramin Bank. The training should cover hands-on training up to a comfort level of user. Training will have to be provided at Bank's premises or external sites acceptable to Bank, at Bidder's cost.

10. Uptime Guarantee:

Bidder will have to guarantee a minimum uptime of 99%, calculated on a monthly basis.

Uptime percentage will be calculated as (100% less Downtime Percentage). Downtime percentage will be calculated as Unavailable Time divided by Total Available Time, calculated on a monthly basis. Total Available Time is two shifts a day for six days a week. Unavailable Time is the time involved while any part of the core configuration or system software component is inoperative or operates inconsistently or erratically.

If Bidder fails to meet the uptime guarantee in any month then the Bidder will have to pay 1% of cost of the hardware as damages OR the warranty period will have to be extended by one month. The Bidder should immediately provide Bank with an equivalent standby system in case of failures.

12. Warranty:

The entire hardware equipment including system software will remain under, onsite, comprehensive maintenance warranty for a period of three years. The service support during warranty period shall be for Laptops including OS. Antivirus software supplied.

Bidder will have to provide a post-installation warranty as per the terms mentioned below:



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Laptops -

Comprehensive Warranty for 36 Months from the date of installation or 37 months from the date of the delivery which ever is earlier. Bidder will have to upgrade the system software during warranty period at no cost to Bank. The service support during warranty period includes for all hardware equipment, Operating System Software, Anti Virus Software (wherever applicable)

In event of any equipment is replaced or any defect in respect of any equipment is corrected during the warranty period, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the equipment which is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.

Anti Virus (Wherever applicable) – Bidder is required to provide adequate support for Anti Virus, which includes installation, and Anti Virus signature update during the warranty period. Anti Virus signature update has to be carried out by the Bidder periodically once in every month.

Patch updation, security updates etc of operating system, software and antivirus to be done regularly in coordination with the banks team

In case of significant failures of specific component Viz. Motherboard, HDD, CD Drives, any other controller, entire system has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal Vendor is required to ensure that this kind of situation never arises

13. Single point of contact for Support:

Bidder has to provide details of single point of contact viz. designation, address, email address, telephone /mobile No. for Hardware, Software & Peripherals supplied to the bank. Escalation matrix for support should also be provided with full details as per annexure E.

The Bidder should have local service support office at all districts under our area of operations in the state of Rajasthan.

14. Payment Terms: - Payment terms will be as follows:

- 70% of the total cost on delivery & successful installation of hardware and software plus 100% of Octroi /entry tax as per actuals on production of original receipt.
- 20% of total cost after one month of successful installation and satisfactory functioning.
- Balance amount of 10% will be released after one month on completion of warranty period or against a Performance Bank Guarantee of public sector bank,



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other than Baroda Rajasthan Gramin Bank, for three years and one month (i.e. one month beyond the warranty period).

The Bank will pay invoices within a period of 15 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

15. Annual Maintenance Contract (AMC) after expiry of warranty period:

The Bidder will enter into an AMC agreement with the bank at the discretion of the Bank, after the expiry of warranty period to support the Hardware & Software supplied for a minimum period of – 2- (two) years at the rate quoted in “Commercial Proposal”.

16. Maintenance:

Bidder shall carry out preventive maintenance at least once in quarter in consultation with the banks team during the warranty period as well as the subsequent AMC period. Preventive Maintenance will include replacement of worn-out parts, checking through diagnostic software etc. Bidder will have to maintain hardware software after the warranty period, for a minimum period of 2 years.

In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration), so that the work of the Bank is not affected.



ANNEXURE- A

Following documents are to be enclosed, in the same order, while submitting Technical Bid in response to the RFP

Sr No.	Particulars (Ensure whether the following have been enclosed)	Yes	No	Page No. of your Response
1	Self Certified letter of unconditional acceptance of all Terms & Conditions			
2	If submitting technical bid as a partner - letter of authorisation from the OEM			
3	If submitting technical bid as a partner - letter from OEM regarding the unconditional acceptance of terms and condition as regards to support for their products during warranty and subsequent AMC period if Partner fails to do so			
4	Copies of valid ISO 9001:2008 & 14001:2004 certifications for the products for which the technical bid submitted			
5	Documentary proof relates to being in Computer Hardware business atleast for a period of last 3 years.			
6	Self certified letter that branches/offices to log calls for support only with direct support offices			
7	Documentary evidence of satisfactory completion of Project. (With detail like name of institutions, contact person, Telephone No) and the locations where the similar configurations of Computer Hardware are installed, supplied and supported.			
8	Self certified letter along with details of branches/offices, which has a facility for billing respective locations			



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9	Self certified letter certifying - having technically qualified engineers at all locations, who has expertise to install and support.			
10	Self certified letter that any technical problem would be resolved within 24 hrs. Of call reported (including time for procuring spare parts)			
11	Self certified letter to be submitted for meeting the delivery schedule and accepting the LD clause along with the copy of the respective OEM's confirming to adhere the delivery schedules			
12	Audited copies of the financial statements of last 3 years. i.e for 2008-09 & 2009-2010 & 2010-11*			
13	*Self certified copies of financial statements for the financial year 31.03.2011 ended if yet to be audited			
14	Audited copies of the financial statements of last 3 years i.e for 2008-09 & 2009-2010 & 2010-2011*, of the principal (OEM) whose Systems / Products are quoted. (not applicable for OEM supplying Peripherals)			
15	*Self certified financial statements of the principal (OEM) whose Systems/ Products are quoted, for the financial year ended 31-03-2011, if yet to be audited. (not applicable for OEM supplying Peripherals)			
16	Details of Technical Specifications (Section VI)			
17	Escalation Matrix (Annexure E)			
18	Soft copy of Technical Bid on CD along with Original Set Only.			



ANNEXURE- B

Particulars to be provided by the bidder with technical proposal –

No	Particulars	Details to be furnished by the bidder	Page No. of your Response to indicated
1	Name of the bidder		
2	Year of establishment and constitution. Certified copy of “Partnership Deed” or “Certificate of Incorporation/commencement of business”, Memorandum of Association, Articles of Association should be submitted as the case may be.		
3	Location of Registered office /Corporate office and address		
4	Mailing address of the bidder		
5	Names and designations of the persons authorized to make commitments to the Bank.		
6	Telephone and fax numbers of contact persons		
7	E-mail addresses of contact persons		
8	Details of: Description of business and business background Service Profile & client profile Domestic & Int’l presence Alliance and joint ventures		
9	Whether the bidder is in to Computer Hardware manufacturing / Supplier business, if yes then mention the period (evidence to be enclosed). Whether the consulting process conforms to ISO standards and if so, furnish details of compliance.		



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10	Gross annual revenue of the bidder (not of the group) Year 2008-2009 Year 2009-2010 Year 2010-2011* (Copy of audited financial statements for above years to be submitted) (Self certified copies of financial statements for the financial year ended 31-03-2011, if yet to be audited)	Figures to be indicated From the Financial Statements	
11	Net Profit of the bidder (not of the group) Year 2008-2009 Year 2009-2010 Year 2010-2011* (Copy of audited financial statements for above years to be submitted) (Self certified copies of financial statements for the financial year ended 31-03-2011, if yet to be audited)	Figures to be indicated From the Financial Statements	

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Place:

Date :

Seal & Signature of the bidder



Commercial Bid Format

Sr. No.	HW Particulars	Qty (Req to be mentioned)	Unit Cost of equipment in Rs. inclusive of all taxes with 3 Years Comprehensive Warranty	Total Amount in Rs.	AMC (%)	AMC Amount for two Years	Total Cost of Ownership for - 5-Years (Price for 3 Years + 2 Years AMC Rate)
LAPTOP							
1	Laptop						
Software particulars							
1	Preloaded MS Windows 7 Professional/SP2 OS with Recovery CD						
2	ANTI VIRUS SW-Trend Micro Office Scan client version 10.0(Service pack 1) or equivalent						
Total Cost							
Taxes							
Total Cost of Ownership Inclusive of all taxes							

PI Note-

Approximate requirement of the Computer hardware and peripherals will be provided in the pre-bid meeting to be held on -----
Interested vendors should attend the pre-bid meeting without fail.

Terms and Conditions-

- All the commercial value should be quoted in Indian Rupees
- The amount quoted is inclusive of all taxes - present & future, duties, levies, etc.
- Bank will deduct applicable TDS, if any, as per the law of the land
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document

Place:

Date:

Seal & Signature of the bidder



Baroda Rajasthan Gramin Bank

ANNEXURE –D– Compliance Sheet & Technical specifications

Compliance Certificate
(On companies letter Head)
To

Date:

General Manager,
Baroda Rajasthan Gramin Bank,

Dear Sir,

Ref: -

1. Having examined the Request for Proposal (RFP) including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the end to end services in conformity with the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this bid.
2. If our Bid is accepted, we undertake to deliver the equipment within the scheduled time lines.
3. We confirm that this offer is valid for six months from the last date for submission of RFP to the BANK (RFP closing date).
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We have not been barred/black-listed by any regulatory / statutory authority and we have the required approval to be appointed as a service provider to provide the services to Bank.
8. We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

Seal & Signature of the bidder Phone No.:

Fax:

E-mail:

Place:

Date:



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ANNEXURE –E

ESCALATION MATRIX

Name of Company :

Delivery Related Issues

Sr. No	Name	Designation	Full Office Address	Phone No	Mobile No	Fax	email address
		First level Contact					
		Second level Contact (If response not recd in 24 Hours)					
		Regional / Zonal Head(If response not recd in 48 Hours)					
		Country Head(If response not recd in One week)					

Service related Issues

Sr. No	Name	Designation	Full Office Address	Phone No	Mobile No	Fax	email address
		First level Support					
		Second level Contact (If response not recd in 4 Hours)					
		Regional / Zonal Head(If response not recd in 24 Hours)					
		Country Head(If response not recd in 48 Hours)					

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

Signature
Name of representative
Designation
Company Seal



LAPTOP Quantity Required - 12

Specifications LAPTOP

A	HARDWARE
1	CPU – @ Core i3 2.53 GHz or higher GHz
	CACHE - 3MB L2 Cache
	CHIPSET - Intel HM 57 Express Chipset or equivalent
	BIOS - PnP Flash BIOS
	MEMORY – 4 GB DDR3 or Higher
	MEMORY EXPANDABILITY - Expandable to 8 GB
	MEMORY SLOT – Min. 2 Nos DDR2 DIMM Slot
	HDD – 320 GB 7.2k SATA HD or Higher
	DVD-8x DVD+RW Combo drive
	NIC - 10/100 /1000Mb/s PCI Ethernet Card with WOL Support (Intel/3Com/OEM)
	GRAPHICS – Intel HD Graphics with
	MULTIMEDIA - Integrated Multimedia with Built-in Audio Speakers & Microphone
	Network connector optional Modem Connector USB 2.0(4) Microphone JACk, Headphone/speaker out, IEEE1394,3 in 1 card reader VGA Connector, Docking Connector
	SLOT –PCMCIA CARD AND Multiple Card Reader
	KEYPAD - 84 Keys Keypad
	POINTING DEVICE - Built-in Touchpad with integrated Button & Scroll Key
	Min 1.3 Mega Pixel integrated web camera
	External Device - USB Mouse with scroll button (OEM)
	Wireless - Intel @ PRO/Wireless Network Connection
	Display 14.1” WXGA LCD or equivalent
	COMPLIANCE - Mobile PC 2001, NSTL Y2K, ACPI
2	BATTERY -Li-ion Battery pack with minimum 2 hours backup
3	AC Adapter - 3 pin AC Adapter (200V/50Hz)
	Accessories - Carrying case
	SOFTWARE - 1. OS - Preloaded MS Windows 7 Professional/SP2 (or latest)OS with Recovery CD
	2. ANTI VIRUS SW-Trend Micro Office Scan client version 10.0(Service pack 1) or equivalent