

REQUEST FOR PROPOSAL

For

Laptops



Issue Date: 5th July 2017

Last Date for submission of Proposals: 12th July 2017

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1.0 Introduction and Scope

Shivalik Mercantile Cooperative Bank Ltd. (“Bank”) is carrying its Banking business in Uttar Pradesh and Madhya Pradesh states. As part of supporting its operations and processes, Bank is looking for procurement of laptops for which this RFP is being issued. Bank seeks proposals from the Original Equipment Manufacturer / authorized channel partner only to participate for this requirement.

1.1 Purpose

The purpose of this RFP is to inform potential Bidders of a business opportunity and to solicit proposals for purchase of Laptops. Based upon the review and evaluation of proposals offered in response to this RFP, Bank may at its sole discretion negotiate and enter into rate contract for one year with one or more successful Bidders. The successful bidder has to Supply, Install, Test, and Commission the hardware and also maintain the Laptop with Licensed OS along with other necessary software and accessories installed in the hardware, with onsite comprehensive warranty for 3/5 years.

Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. Price will be a consideration but will not be the sole factor in Bank's decision to award a contractual relationship. Bank reserves the right to accept or reject any or all bids from a specific or multiple Bidders for any reason at any time. Bank also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

Request for Proposal Definitions

Throughout this Request for Proposal, the following definitions are used:

- “Bidder” means an Company incorporated under the Companies Act 1956, that submits, or intends to submit, a proposal in response to this “Request for Proposal”;
- “Vendor” means the Bidder(s) awarded a Contract resulting from this RFP;
- “Contract” means the agreement formed between the Bank and the successful bidder as evidenced by an Agreement issued to the Company;
- “Contract Documents” means the Agreement, the Bidders proposal document, the RFP and such other documents as listed in the Agreement, including all amendments or addenda agreed between the parties;
- “Must”, “mandatory” or “required” means an absolute minimum function or capacity, which, if not satisfied in the proposal, may result in disqualification in the final evaluation;

- “De-identification” is the process of removing from data any information from electronic media that identifies a particular individual.
- “RFP” means this request for proposal including any amendments, attachments, and/or clarifications pertaining to this RFP that may be issued prior to the closing date; and,
- “Should”, “may” or “is desirable” means desirable but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

2.0 Terms of the RFP

2.1 Acknowledgement

Bank is releasing the RFP for purchase of laptops with the sole aim of making the process free, fair & transparent and user friendly. The Bid (as per attached formats) duly sealed and super scribed “RFP – Laptops should be addressed to **Sr. Manager & Deputy Manager – IT Hardware, Shivalik Mercantile Co-operative Bank Ltd, Plot No- 5A & 5B, 2nd Floor, Fusion Square, Sector-126, Noida- 201301, Uttar Pradesh** and in email form to **vkumar1@shivalikbank.com & pkillan@shivalikbank.com**. Please note that the Technical and Commercial bid has to be in sealed envelopes duly marked. Bank is not responsible for non-receipt of quotations by the specified date and time due to any reason including holidays. All questions / clarifications should be communicated only on email addresses as mentioned above. Last date for receipt of any query is 10th July 2017. Quotations received after the stipulated time or the Due date or incomplete in any respect are liable to be rejected.

2.2 Proposal Deadlines

Bank must receive duly completed and signed proposals no later than 10th July 2017

2.3 Bank’s Obligations

The submission and receipt of proposals does not obligate Bank in any way. Bank shall not be liable for any costs incurred by Bidders in the preparation, presentation or any other aspect of the proposals received by reason of this request, nor is Bank obligated to negotiate separately with any sources whatsoever in any manner necessary to serve Bidder's best interests. Bank makes no representation, implied or express, that it will accept and approve any proposal submitted. Any and all Contracts which result from this RFP shall be non-exclusive, non-commitment, as ordered agreements. Bank shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. Bank will also be not responsible for any damages, including damages that result from, but are not limited to

negligence. Also Bank will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

2.4 Proposal Evaluation

Proposals submitted may be reviewed and evaluated by any person at the discretion of Bank's internal evaluation team, including non-allied and independent consultants retained by Bank now or in the future for the sole purpose of obtaining evaluations to proposals.

Bidders may be asked to further explain or clarify areas of their proposal in writing during the evaluation process.

Bidders are expected to submit their best bid in response to the RFP. The bids quoted shall be according to the Configuration as per Annexure I in this document. The detailed SOW and SLA is as per Annexure II attached

The only information regarding status of the evaluation of proposals that the team will give to any inquiring Bidder shall be whether or not that Bidder has been awarded a Contract. Bank may, at its sole discretion, inform any inquiring Bidder of the reason(s) why it was not awarded the bid.

Bank reserves the right to conduct a reverse e-auction after the completion of the RFP process, the schedule of which will be intimated later to all the pre-qualified bidders.

2.5 RFP Terms and Conditions Applied to Final Contract

The terms and conditions of the RFP, including the specifications and the completed proposal, will become, at Bank's sole discretion, part of the final Contract (the "Contract") between Bank and the selected Bidder. In the event that responses to the terms and conditions will materially impair a Bidder's ability to respond to the RFP, Bidder should notify Bank in writing of the impairment. If Bidder fails to object to any condition incorporated herein, it shall mean that Bidder agrees with, and will comply with the conditions set forth herein.

Any exceptions to the terms and conditions or any additions, which Bidder may wish to include in the RFP, should be made in writing and included in the form of an attachment to the applicable Section in the RFP.

2.6 Terms Binding on Bidder

Following the date for submission of proposals, and prior to Contract award, the RFP shall be binding upon Bidder in all respects for a period of 180 days.

2.7 Hold Harmless

In submitting a proposal, Bidder understands that Bank will determine at its sole discretion which proposal, if any, is accepted. Bidder waives any right to claim damages of any nature whatsoever based on the selection process, final selection, and any communications associated with the selection.

Bank reserves the right to award the Contract to the Bidder(s) whose proposal is deemed to be the most advantageous in meeting the specifications of the RFP. In addition, Bank reserves the right to add or waive any requirements contained in this RFP at its sole discretion with regard to proposals submitted. Bank's decision on award of Contract shall be final and binding on all the Bidders.

Bank shall be at liberty to cancel the online RFP / online reverse auction process at any time, before ordering, without assigning any reason.

2.8 Confidentiality Provision

The terms of this RFP, the information provided by Bank herein and all other information provided by Bidder in connection with the services offered to be provided by the Bidder pursuant to this RFP, are to be treated by Bidder as strictly confidential and proprietary. Such materials are to be used solely for the purpose of responding to this request. Access shall not be granted to third parties except upon prior consent of Bank and upon the written agreement of the intended recipient to treat the same as confidential. Bank may request at any time that any of Bank's material be returned or destroyed.

Should Bidder choose not to respond to this RFP, please return all materials and any duplicates thereof at:

Title: RFP for "Laptops"
Kind Attn: Sr. Manager- IT Hardware & Deputy Manager- IT Hardware
Shivalik Mercantile Co-operative Bank Ltd
Plot No- 5A & 5B, 2nd Floor, Fusion Square, Sector- 126
Noida- 201301
Uttar Pradesh

2.9 Sub-Contracting

The services offered to be undertaken in response to this RFP shall be undertaken to be provided by the Bidder directly employing their employees, and there shall not be any sub-contracting, franchisee, contract to hire, consultant etc. arrangement done by the Bidder. The deputed person should be only on bidder rolls.

2.10 Acceptance of Proposals

Bank reserves the right to modify the terms of the RFP at any time at its sole discretion and the same will be updated through an email communication. The bidders have to remain updated about the same and Bank will not be responsible for such information not being downloaded by the bidder. Subsequent to the submission of proposals, and negotiations may be conducted with one or more Bidders, but there will be no obligation to receive further information, whether written or oral, from any Bidder not to disclose the nature of any proposal received.

This RFP should not be construed as an agreement to purchase products or services. Bank is not bound to accept the lowest price or any proposal of those submitted. Proposals will be assessed in accordance with the evaluation criteria.

2.11 Evaluation and Selection

A committee will evaluate proposals against the mandatory criteria as detailed herein. Proposals meeting all the mandatory criteria will then be assessed and scored against the evaluation criteria. Bank's decision on evaluation shall be final and binding on all the bidders. Bidders who qualify the evaluation criteria will be empanelled for services. Commercial bids will be opened for the empanelled bidders post technical evaluation. Any deviations from the/ prerequisites/ requirements and/or the terms and conditions of the Tender Document shall be submitted explicitly along with convincing reasons in the format attached (refer Clause 5.1). Bank will not provide any justification in case rejects deviation and Bank reserves all rights to reject or accept any deviation.

2.12 Liability for Errors

While Bank has used considerable efforts to ensure an accurate representation of outsourced, the information contained in this RFP is supplied as a guideline for Bidders. The information is not guaranteed or warranted accurate by Bank, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve information in this RFP as per its current understanding of the requirements under various activities to be Bidders from forming their own opinions and conclusions with respect to the matters addressed in this RFP. In the event Bank finds that the objectives of the intended outsourcing is better achieved by processes/procedures other than those mentioned in this document, Bank shall have the right irrespective of the fact whether it has already received proposals from intending bidders or not, to effect such changes and enter into negotiations with one or more Bidders at its sole discretion for such changed/modified processes.

2.13 Acceptance of Terms

All the terms and conditions of this RFP shall be deemed to be accepted by the Bidder and incorporated in its proposal unless specifically notified otherwise.

2.14 Ownership of Proposals

All documentation, including proposals, submitted to Bank will become the property of Bank.

2.15 Use of Request for Proposal

This document or any portion thereof, is the property of Bank and may not be used or copied for any purpose other than the submission of the Bidder's proposal.

2.16 RFP Schedule

Bank invited RFP through email	5 th July 2017
All inquiries regarding RFP due by close of business	10 th July 2017
Bidders' deadline for submitting responses to RFP	12 th July 2017

The RFP will also be circulated to the vendors that have already been in touch with the Bank.

3.0 Proposal Preparation

This section defines the proposal preparation and submission procedures, which are to be followed by all Bidders. Bidders are cautioned to carefully read and follow the procedures required by this RFP. Please note that deviations may be cause for rejection of your proposal.

3.1 Proposal Format

- a) Bidder's name and address, Bidder's telephone number, email address and a contact person.
- b) One page letter of introduction identifying the Bidder and signed by the person or persons authorized to sign and bind the Bidder to statements made in the proposal. The returned RFP will be referenced as an attachment if/when a contractual agreement is executed. This document has to be uploaded and mapped with this corresponding schedule.
- c) Please follow the format of this RFP, placing answers in the text box immediately after sections requiring responses. Please do not enter any information into any part of this document other than the boxes provided. The boxes will expand to accommodate responses of any length.
- d) Price for each item to be submitted separately.
- e) **NO CHANGES TO THE LINES, FORMAT OR STRUCTURE OF ANY SPREADSHEETS IS PERMITTED. CHANGING THE SPREADSHEETS IN ANY WAY, OTHER THAN INSERTING THE REQUIRED INFORMATION, SHALL BE CONSIDERED CAUSE FOR YOUR BANK'S DISQUALIFICATION FROM FURTHER ANALYSIS AND PARTICIPATION IN THE RFP PROCESS.**

f) Any additional information, brochures, etc., can be provided at the discretion of the Bidder and should be clearly labeled and uploaded.

3.2 Notification of Changes

All recipients of this RFP will be notified of any changes if any made to this document prior to the due date of submission of proposals.

3.3 Changes to Proposed Wording

The Bidder will not be permitted to change the wording of its proposal after submission to Bank. No words or comments will be added to the general conditions or detailed specifications unless requested by Bank for the purposes of clarification.

3.4 Bidder's Expenses

Bidders are solely responsible for their own expenses in preparing and submitting a proposal to Bank, if any.

3.5 Currency and Taxes

Prices quoted are to be:

- In Indian rupees;
- Inclusive of all taxes.

3.6 Completeness of Proposal

By submission of a proposal, the Bidder warrants that all components required to manage the program have been identified in the proposal or will be provided by the Bank at no charge.

4.0 Scope

4.1 Criteria

The purpose of this section is for Bidders to provide information to demonstrate to Bank that its services offering satisfy Bank's requirements. The bidder should also demonstrate that it has the financial and organizational infrastructure to fulfil the fundamental requirements set out in this RFP. Bidders not meeting them or not demonstrating that they do meet them may not receive further consideration during the evaluation process. A complete listing of the specific bid evaluation criteria is included in below attached file(Annexure IV, information to be provided by bidder).

4.2 Pricing Model

The prices have to be submitted as per the format given in Annexure III

5.0 Intent

Please find attached the detail scope of activities proposed to be outsourced, as per Bank's current understanding of the processes.

5.1 Deviation Sheet

Deviations from Technical Specifications and Terms and Conditions of the Tender

S. No.	RFP Document Clause	Technical Specification or Terms and Condition in the RFP document	Deviation offered	Reasons and whether deviation adds to the operational efficiency in case of the systems
1	HP Metallic Laptops	i5 (latest Gen)/8GB RAM/500GB or 1TB HDD/14" Screen/Bluetooth/W-Fi/3Years ADP		
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

Deviations from any of the terms and conditions of the tender document should be specified. If any deviations from the technical specifications are warranted, reasons for such variations should be specified and if such deviations/ variations add to improvement of the overall performance of the systems, those should be specifically mentioned and supported by relevant technical documentation as specified above.

6.0 Force Majeure

No Party (Bidder and Bank) shall be liable to the other nor be in default if, & to the extent, that the performance or delay in performance of any of its obligations under this RFP is prevented, restricted, delayed or interfered with due to circumstance beyond the reasonable control of such party, including but not limited to applicable laws, fires, floods, tsunami, explosions, epidemics, diseases, accidents, acts of god, threat of wars, riots, strikes, and/or industrial emergency, terrorist attacks ('FORCE MAJEURE'). The Party claiming an event of Force Majeure shall promptly notify the other party in writing and in any event not later than fifteen (15) business days and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other party informed of any further development. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder when such clause is removed.

6.1 Governing law and Dispute Resolution:

This RFP shall be governed by and construed in accordance with laws of India and without regard to conflict of law principles.

In the event any dispute or difference arises out of or in connection with the interpretation or implementation of this RFP (hereinafter referred to as the "Dispute") between the Parties, both of them shall attempt in the first instance to resolve the dispute through friendly consultations. If the dispute is not resolved through friendly consultations within thirty (30) days after either of the party informing the other party in writing of the existence of the Dispute, then either party may refer the dispute for resolution by arbitration. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act of 1996 or any statutory re-enactment or modification for the time being in force. Either party shall be entitled to apply to the competent courts for interim or interlocutory relief in respect of such arbitration. The arbitration shall be held at Saharanpur in the following manner:

All proceedings in such arbitration shall be conducted in English language.

There shall be a sole arbitrator mutually appointed by the Parties, however if the Parties are unable to agree on a sole arbitrator within fifteen (15) days of reference of Dispute to arbitration then the arbitrator shall be appointed in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory re- enactment or modification for the time being in force.

The arbitrator so appointed shall be fluent in English language.

The arbitration award made by the sole arbitrator shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The award shall be enforceable in any competent court of law.

The award shall be reasoned and shall be in writing.

The sole arbitrator may (but shall not be required to) award to the Party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees to its counsel). When any Dispute is under arbitration, except for the matters under Dispute the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this agreement during the pendency of arbitration proceedings. Subject to clause 2.2, the courts at Saharanpur shall have exclusive jurisdiction over any of the Disputes arising out of or in connection with this agreement.

6.2 Severability

All the provisions of this RPF shall be severable and none of its provisions shall be affected by the invalidity of any other provision to the extent that such invalidity does not render such other provision invalid. In the event of the invalidity of any provision of this RPF, it shall be interpreted and enforced as if all the provisions thereby rendered invalid were not contained herein. If any provision of this Proposal shall be susceptible of two interpretations, one of which would render the provisions invalid and the other of which would cause the provision to be valid, such provision shall be deemed to have the meaning which would cause it to be valid. If any of the Proposal shall be prohibited by or adjudicated by a Court to be unlawful, void or unenforceable such provision shall to the extent required severed from this Proposal and rendered ineffective as far as possible without modifying the remaining provisions of this agreement and shall not in any way affect any other provisions or the validity or enforcement of this proposal and the parties shall replace such invalid, illegal or unenforceable provisions(s) with such valid, legal or enforceable provision that reflect the intent of the Parties.

6.3 Notices

Any notices or communications required to be given or served by a Party on the other in respect of this RFP, shall be given in writing in English language to the other and shall be deemed to have been duly served, if sent by registered mail with acknowledgement due or courier at the address specified in the title to this Proposal or at such other address as may have been notified to the other Party in accordance with the clause or by email process to the Bank on Email vkaushik@shivalikbank.com and arpit.sharma@shivalikbank.com for the attention of 'Head-IT' OFFICER. All the notices shall be deemed to have been validly given on (i) the business date of receipt, if sent by courier, or (ii) the business date, if transmitted by email transmission and delivery not failed or (iii) the expiry of 10 (Ten) days after posting if sent by registered post.

6.4 Termination

This RFP shall be immediately terminable by Bank, at any time during the term if the bidder violates or breaches any of the terms, conditions or obligations contained in this RFP and in the event such default is not rectified within the time specified in this regard in a notice of default issued by company which period of time shall not be less than 30 days from the date of the aforesaid notice of default.

Bank reserves the right to terminate the RFP without assigning any reason by giving a notice of 30 (thirty) days. Bank may terminate this RFP at any time during the term, in the event Bank is not satisfied with the performance of the Bidder. In case of such termination Bank shall issue a notice of 30 (thirty) days to the other stating therein the reasons for such dissatisfaction.

Those provisions of this RFP that are intended to survive termination shall continue to be in force upon termination.

6.5 Penalty

Penalties arising out of incompleteness of the activities from the date of placement of orders for delivery, installation and operation (Annexure ii) shall not exceed more than 4 (four) weeks, if the bidder exceeds the specified time limit then bidder shall be liable to pay 24% percent of interest on the whole amount.

In case Bidder is found to use misuse of Confidential Information (clause 2.8) then in this event, Bank will be free to claim suitable damages for the same from the bidder depending on the nature of such misuse.

ANNEXURE I – Technical Specifications

Estimated Quantity: 50 Nos (to be delivered and paid for in one go)

Minimum Specification for Laptop		
1	Processor	Latest 7th Generation Intel Core i5 7200U
2	Chipset	System on Chip
3	Wireless	Integrated wireless 802.11 b/g/n with Bluetooth 4.0
4	Memory	8 GB DDR4 SDRAM upgradable to 16GB/32 GB.
5	Hard Disk Drive	500 GB/1 TB 7200 rpm
6	Graphics	Integrated Graphics HD 620
7	Display	Not more than 14-inch diagonal LED-backlit (1366 x 768 resolution)
8	Locks	Kensington Lock and lockable docking station
9	Webcam	Minimum integrated 720p HD webcam
10	Keyboard	Full size spill resistant keyboard with gesture support
11	Ethernet Interface	Integrated Ethernet 10/100/1000 NIC
12	Ports	VGA - One(1) HDMI 1.4a- One(1) Headphone / microphone Combo : One (1) Power connector -One(1) RJ-45/Ethernet -One(1) Minimum 4 USB 3.0 Ports
13	Integrated Media Card Reader	1 multi-format digital media reader
14	Weight	not more than 2.2 Kgs with battery
15	Security	Integrated Fingerprint Reader, TPM 2.0
16	Speaker / Microphones	Integrated stereo speakers; HD audio Integrated dual array microphone
17	Battery	Internal 40 Whr battery with minimum 6 Hours of battery back-up time
18	Operating System	Preloaded Genuine Windows 10 Professional Edition 64.
19	OS Certification	Must be certified for Windows 10 Pro (64 Bit)
20	Warranty	3 Years Accidental Damage Product Warranty including battery
21	AC Adapter	Standard Indian Adaptor
22	Logo	Bank Logo on LCD back panel
23	Bag	Laptop bag with Bank logo
24	Mandatory Industry Standard Certifications	UL, FCC Compliance, EPEAT-Silver, Energy Star

Hardware Tagging Software and Management

- Serialized tracking of each hardware linked to user / employee ID
- Ability to remotely remove / recover data
- Centralized data repository for each piece of hardware
- Admin console to implement IT data security policies and for monitoring purposes

ANNEXURE II

A -Time Schedule:

1. Bank would like to have the following time schedule for completion of the activities from the date of placement of orders for each phase separately.
 - a.) Delivery: within 4 weeks.
 - b.) Installation and Operations
2. The delivery of the computer systems will be deemed complete when the hardware equipment/ components/ software as specified are received in good working condition at the designated locations.
3. The installation will be deemed to be complete, when all the hardware, accessories, hardware components, system software, and other software products specified have been supplied, installed and put to operational as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank . The Bidder has to resolve any hardware, system software, etc. problems during installation and put to operation. In addition, supply of all associated documentation relating to the hardware, system software, etc should have been completed.
4. The software (operating system/s, system software) supplied by the Bidder, if any, shall be legal and the Bidder shall give indemnity to that effect.

B-Warranty

1. After the expiry of the warranty period, the Bank may opt for AMC with the selected Bidder, or may elect for alternatives.
2. The selected Bidder shall give warranty for a minimum period of three/five years from the date of acceptance of the systems by the Bank
3. During the warranty period, the selected Bidder will have to undertake comprehensive maintenance of the entire hardware/components/software supplied by the Bidder at no cost to the Bank. The selected bidder has to provide warranty support of the hardware at all the PAN India locations of the Bank.

4. During the warranty, Bidder should provide, at no cost to CANH, new version/s, releases, upgrades, updates, etc. of all application software supplied by the Bidder.
5. Besides the above, the Bidder will have to confirm the terms and conditions of warranty.
6. Bidder's comprehensive maintenance and administration / management of hardware equipment/components/ software during and after warranty period
7. Comprehensive Maintenance shall include, among other things, day to day maintenance of the system, reloading of software etc. when required or in the event of system crashes/malfunctioning.
8. In case of failure of hardware, system software the Bidder shall ensure that system is made operational in 48 hours in case of replacement. The onsite support has to be available in 12 hours after the call is logged.
9. The selected Bidder shall provide preventive maintenance schedules per quarter, which shall be specified in advance.
10. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - Diagnostics for identification of systems failures
 - Protection of data/ Configuration
 - Recovery/ restart facility
 - Backup of system software/ Configuration

C -Delay in performance of the obligations by the Bidder

The selected bidder has to provide standby equipment of the same configuration if the laptop is not repaired to satisfaction within the time mentioned above.

ANNEXURE III

Price Schedule

S.No.	Particulars	Price in INR	Total Price in INR
	Laptop Model I		
1	Cost of Hardware		
2	Support Cost of 3 Years		
3	Support Cost of 5 Years		
	Laptop Model II		
1	Cost of Hardware		
2	Support Cost of 3 Years		
3	Support Cost of 5 Years		

Annexure IV

Service	Yes/No	Remarks
100 % adherence to Configuration.		
Support setup in India, specifically UP & MP		
Local technical & installation support for PAN India level		
Spares availability locally -Pan India		
Provide Onsite support of Units		
Availability of Helpdesk support 0800-1800 min.		
Whether technology refresh options are offered		
Offer PC support & diagnostic tools along with Quick recovery tools.		
Presence in India		
Provide options for Bank's branding on computer, such as Bank logo etc. Offer ergonomic options		