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## **REQUEST FOR PROPOSAL (RFP)**

**For Empanelment of Vendor for Supply, Installation and Maintenance of Rack and Blade Servers with its system software and other components at its Datacenters in Noida and Navi Mumbai for a period of 3 years.**

### **Disclaimer**

The information contained in this Request for Proposal (RFP) document or subsequently provided information to bidders, whether verbally or in documentary form by or on behalf of J&K Grameen Bank (JKGB), or any of their employees, consultants or advisers, is provided to bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the JKGB to any other Party. The purpose of this RFP document is to provide interested parties with information to assist in formulation of their Proposal. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons or entities, and it is not possible for JKGB, their employees, consultants or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain bidder may have a better knowledge of the proposed project than others. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. JKGB, its representatives, their employees, consultants and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

JKGB may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Some of the activities listed to be carried out by JKGB as a part of the tendering process or the subsequent implementation are indicative only. JKGB has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, in their best interests.

## Advertisement

### TENDER NOTIFICATION

J&K Grameen Bank  
Head office, Near Fruit Complex,  
Narwal, Jammu – 180006  
[www.jkgb.in](http://www.jkgb.in)

J&K Grameen Bank hereby invites sealed Proposals from experienced Firms for the purpose of enabling J&K Grameen Bank (“the Bank”) to empanel vendors for supply, installation & maintenance of Rack and Blade Servers with its system software and other components at its Datacenters in Noida and Navi Mumbai for FY 2023-2026 (3 years). The Proposals should be submitted according to consisting of Eligibility Criteria & Technical Bid. The Request for Proposal Document can be downloaded from the Bank’s website [www.jkgb.in](http://www.jkgb.in) from 06<sup>th</sup> Sep 2023. The cost of Document is ₹ 10,000/- (Rupees Ten Thousand Only) which needs to be deposited along with the Proposal as directed in the Document.

(-sd-)  
General Manager

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## 1. Important Dates

S No	Description	Schedule
1	Date of uploading of Request for Proposal Document on Bank's website	Request for Proposal Documents can be downloaded from the Bank's website <a href="http://www.jkgb.in">www.jkgb.in</a> starting from 06 <sup>th</sup> Sep 2023. The Request for Proposal Document cost needs to be deposited along with the Proposal as directed in this document.
2	Pre bid conference with prospective Bidders	At 15.00 hrs. on 16 <sup>th</sup> Sep, 2023 at J&K Grameen Bank, Head office, Near Fruit Complex, Narwal, Jammu – 180006.
3	Last date of submission of Bid	At 17.00 hrs. on 26 <sup>th</sup> Sep, 2023 at J&K Grameen Bank, Head office, Near Fruit Complex, Narwal, Jammu – 180006.
4	Clarifications to pre-bid queries will be provided by the Bank.	All communications regarding points/queries requiring clarifications shall be given through Email/ Conference Call/ WebEx/ Telephone Call on 16-Sep-2023.
5	Date of opening of the Technical Bids	At 15.00 hrs. on 30 <sup>th</sup> Sep, 2023 at J&K Grameen Bank, Head office, Near Fruit Complex, Narwal, Jammu – 180006.
The bank reserves the right to amend the date due to unforeseen circumstances. All such changes will be duly notified on the website of the bank.		

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## 2. Preamble

J&K Grameen Bank (JKGB), was established on 30th June 2009 after amalgamation of two erstwhile RRBs viz. JRB and KRB in accordance with GOI Notification dated 30th June 2009 issued under sub- section (1) of section 23A of the RRB Act, 1976 (21 of 1976). The Bank is being sponsored by J&K Bank Ltd.

The Bank with its network of 215 branches/offices spread across 11 Districts of the UT of Jammu & Kashmir has been delivering Banking services to more than 15 Lakh customers through 6 Regional offices and 215 branches.

The Bank has put in place a robust IT infrastructure with Finacle 7.0.25 as CBS platform running in all Business Units. The Bank's servers are co-hosted at sponsor bank's Data Centre in Noida and DR Site in Mumbai.

The objective of this RFP is for the purpose of enabling J&K Grameen Bank ("the Bank") to empanel vendors supply, installation & maintenance of Rack and Blade Servers with its system software and other components at its Datacenters in Noida and Navi Mumbai for FY 2023-2026 (3 years).

The RFP document is not 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 vendor as identified by the Bank, after completion of the selection process as detailed in this document.

The successful bidder has to Supply, Install, Configure, Commission and maintain the servers and, System Software and other components, and also maintain the hardware systems with Licensed OS along with other software and accessories installed in the hardware, with comprehensive onsite warranty for five years.

Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. JKGB 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.

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### 3. Invitation to Bid

To:

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Dear Sirs,

Pursuant to your request, I, the General Manager acting for and on behalf of J&K Grameen Bank Jammu have pleasure in forwarding the Request for Proposal Document to enable you to submit your binding offers.

This request for Proposal is to:

Empanel vendors for supply, installation & maintenance of Rack and Blade Servers with its system software and other components at its Datacenters in Noida and Navi Mumbai for FY 2023-2026 (3 years).

Bidders are advised to study the Request for Proposal Document carefully. Submission of Proposal shall be deemed to have been done after careful study and examination of the Request for Proposal Document with full understanding of its implications.

Sealed offers prepared in accordance with the procedures enumerated in "Instructions to Bidders" should be submitted to the Principal of the Bank not later than the date and time laid down, at the address given in "Schedule of Request for Proposal". The bids shall be opened in the presence of those Bidders who may wish to be present as per the "Schedule of Request for Proposal".

The Bank shall not be responsible for any postal delay about non-receipt / non-delivery of the documents.

This Request for Proposal Document is not transferable; however OEMs are free to quote through their authorized distributors or system integrators.

Yours Faithfully,

General Manager,

J&K Grameen Bank  
Head office, Near Fruit Complex,  
Narwal, Jammu – 180006



#### 4. Instructions to Bidders

The Bidder is expected to have read and examined all the instructions, forms, terms and specifications in the Request for Proposal Document with full understanding of its implications. Failure to furnish all information required in the Request for Proposal Document or submission of a bid not substantially responsive to the Request for Proposal 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 proforma provided for that purpose in this document. Any deviation in this matter will lead to disqualification of the Proposal.

#### 5. Cost of the Request for Proposal Document

The Bidder shall deposit ₹ 10,000/- only (Rupees Ten Thousand Only) being the cost of the Request for Proposal Document. It can be done by way of a Demand Draft favoring The General Manager, J&K Grameen Bank payable at Jammu.

It is an absolute must that the cost of Request for Proposal Document is paid as directed; otherwise the offer shall stand summarily rejected and no correspondence in this matter shall be entertained.

#### 6. Schedule of Request for Proposal

6.1 Request for Proposal Documents can be downloaded from the Bank's website [www.jkgb.in](http://www.jkgb.in) starting from 06<sup>th</sup> Sep, 2023. The Request for Proposal Document cost needs to be paid along with the bid.

6.2 A pre bid conference with the Bidders is scheduled to be held at 15:00 hrs. on 16<sup>th</sup> Sep, 2023. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage related with the terms and conditions of this request for Proposal. A maximum of 2 (two) representatives of each prospective Bidder will be permitted to attend it.

6.3 The sealed bids will be accepted till 17:00 hrs. on 26<sup>st</sup> Sep, 2023. The Bank may at its sole discretion extend the bid submission date. The modified target date & time will be notified on the website of the Bank.

6.4 The Technical Bids will be opened at 15:00 hrs. on 30<sup>rd</sup> Sep, 2023. The Bidder(s) or their authorized representatives may be present if they so desire.

The address for the above activities is:

J&K Grameen Bank Head office,  
Near Fruit Complex, Narwal,  
Jammu – 180006

6.5 The address for all the correspondences pertaining to this Request for Proposal is:

The General Manager,  
J&K Grameen Bank Head office,  
Near Fruit Complex, Narwal,  
Jammu – 180006  
E-Mail: [it.hoj@jkgb.in](mailto:it.hoj@jkgb.in)

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## 7. Procedure for Submission of Bids & Evaluation

7.1 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 vendor, not limited to those selection criteria set out in this RFP document.

7.2 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.

7.3 It is proposed to have a two cover system for this Request for Proposal.

- Covering Letter and Cost of Request for Proposal Document.
- Technical Proposal including Eligibility Criteria & Compliance with Scope of work.

### 7.3.1 Eligibility Bid:

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in Bidder's Eligibility Criteria compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof. The Technical Proposal will also be evaluated for technical suitability.

During evaluation of the Tenders, the Bank, at its discretion, may ask the vendor 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 reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

### 7.3.2 Technical Proposal:

The Technical Bid Essentials shall be evaluated as per the criterion determined by the Bank. The Bank will evaluate technical bids on the following broad criteria.

Technical Completeness of the bid:

- 100% Compliance to Eligibility Criteria
- 100% Compliance with Scope of work i.e. Annexure A: Compliance to Scope of Work

Only Bidders qualifying the eligibility and technical evaluation stage will be eligible for further RFP and empanelment process.

The Technical Proposal should be submitted in 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 authorized signatory.

- i. Technical Bid comprising eligibility criteria and Annexure-A compliance to scope of work neatly typed on the letter head of the Bidder, duly filled in, signed and complete in all respects including annexure for detailed specifications of equipment etc. as directed. The bids shall inter alia include detailed technical specifications of all the equipment/components in brochure or written form. These brochures shall be used for technical evaluation of the bids and in their absence the bids may not be evaluated.
- ii. Manufacturer's / Developer's Authorization Certificate in specific reference to this Request for Proposal as given in Annexure E.
- iii. The Technical Bid submitted in response to this Request for Proposal Document along with the supporting material, will become the property of the Bank.

### **7.3.3 Earnest Money Deposit:**

- i. Earnest Money (bid security) of ₹ 1,00,000/- only (Rupees One Lakh Only) should be submitted along with the Request for Proposal by way of Demand Draft in favor of General Manager, J&K Grameen Bank , Head office, Narwal, Jammu payable at Jammu. However, Micro and Small enterprises (MSMEs) and startups (duly recognized by DIPP) are exempted from submitting EMD. Such bidders are required to enclose the relevant and supporting documents for the said relaxation in lieu of the EMD in their commercial bid.
- ii. It should be denominated in INDIAN RUPEES only. Bids without requisite Earnest Money shall be summarily rejected.
- iii. Unsuccessful Bidders' 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 or the date of evaluation of commercial bids whichever is earlier.
- iv. The successful Bidder's bid security will be discharged upon the Bidder accepting the purchase order and furnishing the Performance Guarantee.
- v. The bid security may be forfeited:
  - a. if a Bidder withdraws its bid during the period of bid validity;OR
  - b. 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
  - c. In case of the successful Bidder, if the Bidder fails to sign the agreement.

### **7.3.4 Commercial Bid Evaluation:**

The commercial quotes are not required to be submitted at the time of tender submission by the vendors. Commercial quotations will be invited by Bank from empaneled vendors during the period of empanelment based on Bank's hardware and software requirements.

Those vendors who become empaneled and do not submit the commercial quotes on banks request, will be disqualified from empanelment process and thereafter will not be eligible to participate in any of banks requirement during the empanelment period. The Security Deposit submitted by the vendor will be forfeited.

Subsequently based on Bank's requirement, commercial quote from empaneled vendors will be invited. Commercial quote should be submitted in sealed envelope when Bank seeks the commercials for the required products. Price should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Total Cost of Ownership (TCO) over a five-year period will be evaluated. The date for opening of commercial bids would be communicated separately to the empaneled Vendors.

The commercial bid should adhere to the following:

- The vendor is requested to quote in INR. Bids in currencies other than INR would not be considered.
- The prices and other terms offered by vendors must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- The prices quoted by the vendor shall be all inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor is expected to provide the GST amount and GST percentage in the commercial bids. The prices quoted will also include transportation to respective sites, and insurance till acceptance of the equipment by the Bank. Any delay in installation of the hardware for whatsoever reason should not entail in expiry of insurance and the same should be continued to be extended up- to the date of installation and acceptance of the hardware and other infrastructure by the Bank.

## **8. Costs Incurred With Bidding**

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 / Consultant and the Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

## **9. Clarification of Request for Proposal Document**

- i. The prospective bidders may like to attend a pre-bid meeting to be held at 15:00 hrs. on 16th Sep, 2023 at J&K Grameen Bank, Head office, Narwal, Jammu – 180006 or through Virtual mode as per the discretion of the bank. A maximum of 2 (two) representatives of each such bidder will be permitted to attend the pre-bid meeting. However the Bank, at its discretion, may permit any additional representative of any bidder or any representative or manufacturer of any related equipment to attend the pre-bid meeting. All the clarifications / modifications requested by the bidders should necessarily be submitted in writing latest by 15:00 hrs. on 16th Sep, 2023, to the Consultant with a copy to the Bank by way of email at [it.hoj@jkgb.in](mailto:it.hoj@jkgb.in)
- ii. The purpose of this meeting is to clarify issues and to answer questions on any relevant matter that may be raised up to that stage.
- iii. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Bidder.

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## **10. Amendment in Request for Proposal Document**

- i. At any time up to 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 Request for Proposal Document by an amendment.
- ii. The amendment will be notified on the website of the Bank.
- iii. In order to afford prospective Bidders 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.

## **11. 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.

## **12. Bid Currency**

The Prices in the bid document shall be denominated in INDIAN NATIONAL RUPEES only.

## **13. Validity**

Bids shall remain valid for 180 days from the last date of submission. The Bidder(s) 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 fax or 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 regard will be final, conclusive and binding on the Bidder.

## **14. 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 General Manager of the Bank to this effect. No Bidder shall be allowed to withdraw or modify the bid after the deadline for submission of bids.

## **15. Terms & Conditions of the RFP**

This RFP is open to all companies both from within India and outside India, who are eligible to do business in India under relevant Indian laws as in force at the time of bidding and who fulfill the minimum qualification criteria as hereinafter laid down.

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

## 15.1 Eligibility Criteria

S.No.	Eligibility Criteria	Supporting Documents
1	The bidder should be a Government Organization/ PSU/ or a Limited Company/ Private Limited Company under Companies Act in India.	Copy of the Certificate of Incorporation and Certificate of Commencement of Business to be submitted.
2	The bidder should be either Original Equipment Manufacturer (OEM) of Servers or their authorized partner in India for the last 5 years.	OEMs need to submit a self-declaration stating that the firm is an OEM of the offered components. In case of authorized representatives, Authorization letters from the Original Equipment Manufacturers (OEMs) / software copy right holders to this effect should be furnished.
3	The bidder should have minimum annual turnover of Rs.50 Crores during the last three years (i.e.2020-21,2021-22,2022-23)	Copy of Audited Financial statements for the last three financial years
4	The Bidder should have a positive net worth in the last three years (i.e.2020-21,2021-22,2022-23)	Copy of Audited Financial statements for the last three financial years
5	In case of bidders, other than the OEM, the bidder must have at least 20 qualified Engineers (minimum qualification diploma holder), on its roll, trained by the OEM's of the Servers.	Undertaking on Bidder's Letterhead confirming the details of engineers.
6	The bidder or OEM should have exclusive country-wide service/support infrastructure working 24*7 for offered hardware / software items spread across all the major Indian cities particularly in NCR and Mumbai.	An undertaking to this effect (specifying the location of such center(s)) must be submitted on bidder's letterhead.  Details of service/support network (addresses, names of contact persons, phone numbers, e- mail etc.) must be furnished as part of the bid.
7	The bidder should have minimum of one certification out of ISO 9001, ISO 20001, and ISO 27001 as on date of the RFP	Copy of the relevant certifications

8	The Bidder should not have been blacklisted by any Public Sector Bank, RBI, any PSU or IBA for any reason viz. delay in supply of equipment, delay in providing in-time after-sales support at the site, or frequent breakdown of supplied hardware, etc. as on date of RFP submission.	Self- Declaration to this effect must be Submitted on the bidder's letterhead.
9	The bidder should be engaged in supplying and providing maintenance services for Server business in India at least for 3 years and should have supplied & implemented/maintained servers (Rack and Blade) in at least one public sector banks/scheduled commercial banks.	Copy of Purchase Order or Relevant Credential Letter from at least one public sector banks/scheduled commercial banks/ financial institutions.
10	The OEM should have sold their Rack servers and Blade servers in at least 3 public sector banks in India.	Certificate from OEM should be furnished.
11	Bidder to have adequate stock of spares of all items supplied and should be able to comply with the resolution and uptime requirements as per the SLA. The bidder should have 24*7 support centre for logging calls and deployment of onsite resources to Banks site.	A self-certified letter to be submitted with conformation that the bidder has 24*7 support for deploying onsite resources also.
12	One bidder can bid only with one OEM and one OEM can participate with maximum of two (2) bidders.	Letter of confirmation from both bidder and OEM

## 15.2 General Conditions

- i. Minimum validity of the Proposal must be 180 days from the date of its opening.
- ii. The Bank reserves the right, not an obligation, to carry out the capability assessment of the Bidder(s) and pre dispatch inspections at the cost of the Bidder. This right inter alia includes seeking technical demonstrations, presentations and live site visits.
- iii. The Bank reserves its absolute right to seek any clarifications from the respective Bidder(s).
- iv. The Bank will neither provide nor shall pay any charges for boarding, lodging and transportation facilities for the Bidder(s) or their Representative.
- v. The products / services offered should strictly conform to the specifications and also as per Guidelines of Reserve Bank of India.
- vi. The models proposed/marked for withdrawal from the market or models under quality testing should not be offered.

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- vii. The Bidder(s) are required not to impose their own terms and conditions to the bid and if submitted, it will not be considered as forming part of their bids. The decision of the Bank shall be final, conclusive and binding on the Bidder(s).

### **15.3 Purchaser's Right to Reject Any/All Bids**

- i. The Bank reserves the right to accept or reject any bid partially or fully or to annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, thereby incurring no liability to the affected Bidder(s). The Bank is under no obligation to inform the affected Bidder(s) of the ground for its action.
- ii. The Bank reserves the right to accept or reject any technology proposed by the Bidder(s). The Bank reserves the right to re-issue the Request for Proposal or any part thereof without assigning any reason whatsoever, at the sole discretion of the Bank.
- iii. 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.
- iv. The Bank(s) reserves right to give minor deviations, as specified by the bidder in technical deviation sheet, to any or all of the Bidder(s) in the techno-commercial specifications of bid. Any decision of the Bank(s) in this regard shall be final and shall be binding on the Bidder.
- v. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder(s).

### **15.4 Bid Rejection Criteria**

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

- i. Bids which are not substantially responsive to the Request for Proposal Document.
- ii. Bids not made in compliance with the procedure mentioned in this document or not substantively responsive.
- iii. 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.
- iv. Incomplete or conditional bids or bids that do not fulfill all or any of the conditions as specified in this document.
- v. Bids without earnest money deposit.
- vi. 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.
- vii. Material inconsistencies in the information submitted.
- viii. Misrepresentations in the bid Proposal or any supporting documentation.
- ix. Bid Proposal received after the last date and time specified in this document.
- x. Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.
- xi. 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(s) signing the bid.
- xii. In case the selected Bidder declines to make commercially reasonable efforts to work in



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collaboration with the Agency employed by the Bank(s) for the project management during execution and system maintenance thereafter.

## 16. Other Terms and Conditions

- Based on the Bank's requirements, the vendor should identify the best-suited hardware model which is cost-effective and which would meet the Bank's requirements and quote for the same. The vendor is expected to select the best option and quote for the same in his offer.
- The vendor is required to quote for all the components / services as per Bank's requirement. In case the vendor does not quote for any of the components / services, the response would be deemed to include the quote for such unquoted components / service at no extra cost to the Bank.
- Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the commercial bids; the Bank may at its discretion ask all the empaneled vendors to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the empaneled vendors will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- End of Sales / End of support: The Vendor has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales or end of support. In the event if any equipment supplied by the vendor reaches end of support, within the 5 years period from the date of supply, the vendor has to replace the equipment at no additional cost to the Bank.
- This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendors about changes, if any.
- The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
- The Bank reserves the right to extend the dates for submission of responses to this document.

- No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations unless there is change in the terms and conditions of purchase.
- Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the equipment being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- Price Discussion – It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The bank may conduct reverse auction at its discretion. The Bank also reserves the right to engage the successful vendor in discussions on the prices quoted. The Bank also reserves the right to enter into price discussions with the OEMs of hardware and other components or the successful vendor.
- Right to Alter Quantities – The Bank reserves the right to alter the requirements specified as part of its requirement. The Bank also reserves the right to delete one or more items from the list of items specified as part of the requirement. The Bank will inform all Vendors about changes, if any. The Vendor agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities

### **17. Responsibilities of the Bidder(S)**

- i. The selected Bidder shall implement, undertake and complete the project as per the scope of work, project plan and functional requirement of the Bank.
- ii. The Bidder must provide details of the support to be given to the Bank(s). The Bidder, in this respect is responsible for: installation, customization, parameterization, implementation support, maintenance support, and testing.
- iii. The bidder will also have to do the necessary setup at both Primary site as well as the disaster recovery site separately maintaining the same performance characteristics of the system.

### **18. Responsibilities of the Bank**

- i. On day to day basis the officials of the Bank shall help the engineers deputed by the Bidder for the job in their capacity.
- ii. The Bank(s) shall provide appropriate environmental conditions, access to the premises and suitable conditions for the Bidder’s workers.

### **19. Payment Terms:**

The Bidder must accept the payment terms proposed by the Bank as proposed in this section.

The Bidder's requests for payment shall be made to the Bank in writing accompanied by Original Invoice detailing the systems, software delivered, installed and accepted by the bank.

The payments shall be made after deducting applicable TDS within 30 Working days from the date of receipt of valid claims that are supported by original invoice, original Proof of Delivery (POD), acceptance by the bank and upon fulfilment of other conditions stipulated in the contract. The invoices and other documents are to be duly authenticated by Bidder. The Bidder therefore has to furnish the bank account number to where the funds have to be transferred for effecting payments.

Payments as per the schedule given below will be released only on acceptance of the order and on signing the SLA / NDA by the selected bidder.

% OF PAYMENT	STAGES (On completion of the activities)
70%	On Successful Delivery and submission of invoice with proof of delivery
20%	Installation, configuration and Commissioning of Hardware and submission of invoice with proof of acceptance of items. In case Installation is delayed due to site not ready beyond three months then vendor will submit an undertaking to Bank that installation will be carried out as and when desired by the Bank.
10%	On submission of installation report signed by the concerned Bank official and on furnishing of a performance bank guarantee from any Nationalized or Scheduled Commercial Bank for 10% cost of the Purchase Order placed by the Bank for the period of warranty plus 3 months. In case the bank Guarantee is not submitted the 10% payment shall be released after completion of the warranty period.

## 20. Warranty & AMC

Hardware procured under empanelment will be under warranty for a period of 5 Years from the date of installation of hardware. The software will be under warranty or AMC for the period for which subscription of licenses are valid.

## 21. Performance Bank Guarantee:

During the period of empanelment if the Bank places an order for procurement of servers with the successfully empaneled vendor then the successful vendor shall provide a Performance Bank Guarantee within 30 days from the date of each such order by the Bank in the format provided in this RFP to the extent of 10% of the total order value for the entire period of the contract plus 3

months. The successful vendor needs to provide an amendment to the previous submitted PBG in case further orders are placed with the same vendor during the period of empanelment or submit another PBG for the subsequent orders.

## **22. Rates**

The rates quoted shall remain firm throughout the period of contract and the contract will remain valid up to the date of completion of the job by the Bidder(s) and shall not be subject to any upward modification whatsoever.

## **23. Security Deposit Requirement:**

The empaneled vendor has to deposit with the Bank an amount of Rs.5,00,000/- (Rupees Five Lakh) Only towards security deposit for the entire period of empanelment plus 3 months, within 15 days from the date of letter of empanelment.

## **24. Penalties**

### **24.1 Penalties due to Delay in Delivery**

The system is to be delivered within stipulated time from the date of order:

- a. For this purpose, delivery means delivery of all the ordered equipment including interface cables and media at the site along with the set of document/CDs on operational use of the equipment and all the relevant documentation of the system add on utilities as specified in the orders.
- b. If the bidder fails to deliver any or all goods or perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 1% of the order value of undelivered equipment / system for per week of delay, as late delivery charges until actual delivery of the equipment subject to a maximum of 10%. The Penalty will be charged on order value for the items for which delivery is delayed.
- c. The Bank reserves the right to cancel the order in case complete delivery/services are not affected within the stipulated time by giving 30 days' notice for resolution.

### **24.2 Penalties due to Delay in Installation**

Bidder shall be responsible for installation of the systems ordered at site within 14 days from the date of delivery or within 7 days of logging the call for installation along with OS. Penalty will be charged @ 0.5% of total cost of equipment (order value) for the per week delay in installation subject to maximum 5% of order value, which will be over & above the late delivery charges.

### **24.3 Penalties due to System Downtime**

Bidder has to guarantee minimum uptime of 99% quarterly during services period. For calculation purpose of up time, Bank will consider business hours 24 hrs x 7 day basis. For this

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purpose total elapsed time between receiving the break down message (over telephone or otherwise) and making the system functional or providing standby machine, will be treated as down time. It will be calculated on quarterly basis. Bank will charge penalty in case of not meeting the uptime requirement of minimum 99%.

During the warranty period, for every fall of 1% above the permissible level of 1% down time on quarterly basis, penalty will be levied @ 1% of the price of the machine subject to maximum 10% of the price of the machine per quarter.

Notwithstanding the above the Bank reserves the right to invoke the Performance Bank Guarantee or deduct 20% payment of the Purchase Order value in case the downtime exceeds 3% or in case there are three (3) or more number of violations per quarter for the equipment.

#### **24.3.1 Recovery of Penalty**

During warranty Period: Amount of penalty will be recovered from vendor, on demand from Bank. The vendor undertakes to pay the penalty amount as prescribed by the Bank. Bank reserves the right to invoke the Bank Guarantee for recovering the penalty amount.

During AMC Period: Amount of penalty as per above clauses will be recovered/adjusted while making payment of the next renewal of AMC for all Servers and add on components covered under the maintenance contract.

### **25. Termination of Contract**

#### **For Convenience:**

BANK by written notice sent to the Company may terminate the contract in whole or in part at any time for its convenience giving Three months prior notice. The notice of termination shall specify that the termination is for convenience stipulating the extent to which performance of the Company under the contract is terminated and the date upon which such termination shall become effective. In the event of termination BANK shall pay Company for goods delivered and services rendered till the date of termination.

#### **For Insolvency:**

Bank may at any time terminate the contract by giving written notice to the Company, if the Company becomes bankrupt or insolvent.

#### **For Non-performance**

Bank shall have the right to terminate this agreement forthwith by a written notice in the event the Company fails to maintain the service levels prescribed by BANK in scope of work or fails to discharge or commits breach of any of its obligations under this Agreement.

In the event of termination, the company shall compensate the Bank to the extent of loss suffered by the Bank on account of such termination provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Bank.

### **26. Indemnity**

- i. The Bidder(s) shall indemnify the Bank against all third party claims of infringement of

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- Intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the Goods, or any part thereof in India.
- ii. The Bidder(s) 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 products or any part thereof in India or abroad.
  - iii. The Bidder(s) 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(s) shall be fully responsible therefore, including all expenses and court and legal fees.
  - iv. 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.

## **27. Confidentiality**

- i. 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 as far as may be necessary for purposes of such performance.
- ii. The Bidder shall not without the Bank's prior written consent, make use of any document or information.
- iii. 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.

## **28. Conflict of Interest**

Absence of, actual or potential conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with JKGB needs to be meticulously ensured. Additionally, they shall proactively disclose and address any and all potential elements, which would adversely impact their ability to complete the requirements as given in the RFP.

## **29. 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 the amount actually paid by the Bank to the Bidder in respect of the services that are subject matter of a claim, subject 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.

### **30. 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 the restoration of normalcy. In case, Force Majeure clause is invoked by the vendor, Bank shall not make any payment for the partial work done.

### **31. Other Conditions**

If some latest technology or equivalent is introduced the Bidder is duty bound to offer their Proposal on mutually agreed rates on similar terms and conditions during the pendency of the agreement/contract.

### **32. 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 General Manager, J&K Grameen Bank, Jammu with mutual consent of company (other party). The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification/re-enactment thereof for the time being in force. Such arbitration shall be held at Jammu.

### **33. Applicable Laws & Jurisdiction of Courts**

In all matters and disputes arising hereunder, 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 Jammu.

### **34. Reverse Auction**

In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction or in multiple Reverse Auctions for final commercials. The Bank shall however, be entitled to cancel the Reverse Auction process, if in its view procurement or Reverse Auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

### **35. RELOCATION and SHIFTING**

The relocation / Shifting, if any required, of all the quoted components shall be done by the Bank at its own cost and responsibility. However the Company shall supervise the de-installation and packing at the original site and re-installation at the new sites free of cost. The quoted components shall continue to remain within the scope of warranty for the transit period.

### **36. Intellectual Protection**

No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.

### **37. Exchange Rate Variation**

It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR \_\_\_\_ (“Base Exchange Rate”). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate. However this shall be valid only if this happens between the times of submitting quotes to the time of placing orders. Nothing will change after placing of P.O.

### **38. Additional Hardware**

Notwithstanding anything to the contrary in the RFP, any requirement by Bank of any additional Hardware under the Agreement shall be provided by the Successful Bidder at an additional cost to Bank and the same shall be done through a Change Order.



### Annexure A: Compliance to Scope of Work

S.No	Description	Compliance (Y/N)
1	To supply, commission, install, test, configure and maintain the Servers and add on components, which are approved by the bank, at various locations identified by the bank.	
2	During the contract period, bidders have to pass on the benefit of discount / reduction in prices/ Govt. duties, if any, to the Bank voluntarily. Any increase in the excise duty by the Government will be accordingly adjusted. In case of failure, Bank reserves the right to terminate the rate contract with immediate effect.	
3	Bank will have periodic review of technology. Vendor will supply the models approved as per technical aspects. In case any of the model becomes obsolete during the contract period, then Vendor will provide the latest model available at no extra cost to Bank.	
4	The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The Bidder will arrange to shift the equipment and install and commission the same at the shifted location. The Bank will bear transportation & transit insurance cost only in respect of shifting for already installed machines. However the Company shall supervise the de-installation and packing at the original site and re-installation at the new sites free of cost. The quoted components shall continue to remain within the scope of warranty for the transit period.	
5	Bidder should provide comprehensive on-site five year warranty for Servers, system software & other components as per the Purchase Order.	
6	All the parts of items would be covered under comprehensive warranty. If there is any gap between Bank's requirement and OEM warranty then it will be the responsibility of bidder to fill up the gap	
7	Bidder should undertake to provide maintenance support to equipment and arrange for spare parts for a minimum period of 5 years for servers from the date of its supply. Comprehensive SLA has to be entered into with the bank for this purpose as per the format provided on the due date without any exception.	
8	Bidder should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards, ports, UPS, environmental conditions, illumination etc.	

9	Warranty shall not become void, if Bank buys, any other supplemental Hardware from a third party and installs it within these machines under intimation to the Vendor.	
10	If during the Contract Period, any equipment has a hardware failure on four or more occasions in a period of less than three months or six times in a period of less than twelve months, it shall be replaced by equivalent or higher-level new equipment by the Vendor at no cost to the Bank.	

## Annexure B: Service Level Agreement

This Service Level agreement (“Agreement”) is made at Jammu (J&K) on this .....day of .....2023 (“effective date”) between

**“J&K Grameen Bank”**, a Regional Rural Bank created by amalgamation of Jammu Rural Bank and Kamraz Rural Bank by Government of India while exercising power conferred by Sub-Section (1) of section 23(A) of the Regional Rural Bank's Act, 1976 vide notification dated 30th June 2009, issued by Ministry of Finance, Department & Financial Services, carrying on Banking Business, having its Head office at Narwal, Jammu, Pin-180006, Jammu and Kashmir, through \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ Designation \_\_\_\_\_ authorized by way of resolution \_\_\_\_\_ hereinafter referred to as the “Bank” which expression shall be deemed to mean and include the representatives, successors in interest, nominees, administrators and assignees etc. of the ONE PART.

AND

This Service Level Agreement (SLA) herein after referred to as “Agreement” is made between \_\_\_\_\_, a company incorporated under the Indian Companies Act 1956 with \_\_\_\_\_ its \_\_\_\_\_ registered \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_ through \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ Designation \_\_\_\_\_ authorized by way of resolution \_\_\_\_\_ (hereinafter referred to as the “Company” or “Vendor” which Expression shall, be deemed to mean and include the representatives, successors in interest, nominees, administrators and assignees etc.) of the OTHER PART

The Bank and Company are hereinafter collectively referred to as ‘Parties’ and individually as a ‘Party’.

Now therefore, this Agreement is witnessed as under:

### 1. Definitions

Definitions of the terms

Equipment:	Servers, Storage and allied equipment of the bank to be procured for DC, Noida and DR, Mumbai.
OEM:	Original Equipment Manufacturer
Specified Bank Location:	Banks Data Centre located at Noida and Banks Disaster Recovery Site Located at Mumbai.
PBG:	Performance Bank Guarantee
Quoted Components:	Equipment to be supplied to the bank as per Purchase Order
Total Contract Value:	Total value of the Purchase Order Issued.
Data Centre (DC):	Banks Data Centre located at Noida.
Disaster Recovery (DR):	Banks Disaster Recovery Site located at Mumbai.
Confidential Information:	It includes all types of Information that will be found on BANK systems that the Company may support or have access to including,

Material Breach: but are not limited to, Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.  
Company failure to perform a major part of this Agreement.

In the event of any conflict between the terms of this Agreement and the Annexures hereto, the terms of this Agreement shall prevail over the others.

## 2. Scope

- a) The Agreement shall apply to equipment as per Purchase Order.
- b) Supply, Rack Mount and Installation of the Servers (Rack/Blade) with the required operating system along with Virtualization and Clustering. The number of Cores, memory and Storage to be allocated to each VM shall be as per the requirement of the Bank.
- c) Configuring the Servers / Allocation of Storage as per the requirement of the Bank.
- d) Hardening of the Servers / VMs.
- e) Installation and configuration document.
- f) The Company undertakes to provide an onsite comprehensive 5 year support for the period of warranty to the Bank covering all parts/components (Hardware and Software) including but not limited to support for VM environment for all the equipment as per Annexure "A" The Company has to do on-site comprehensive maintenance of all in-scope components at their respective sites. The support shall also include onsite support at Bank specified locations as per the requirement of the Bank. The warranty shall start from the date of installation of the equipment or 15 days after the date of delivery in case the installation is deferred by the Bank.
- g) During the period of warranty, it will be mandatory on the part of the Company to attend and resolve breakdown calls (if any) as per the parameters/ time-frame defined in the Service Management Section of this document. Breakdown penalty (if any) will be charged as per the terms defined in Service Management section.
- h) The Company shall provide the support services like repair, replacement to resolve the problem as per the service levels described at clause 3.5.
- i) The Company shall provide support for issues of software (Operating Systems,) including but not limited to applying software patches / service packs and keep the software securely updated or upgraded with the functionalities etc. to latest version without any additional cost to the Bank. The patches/bug fixes released by OEM should be installed on all equipment under scope within 1 week of intimation from the Bank.
- j) The Bank will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this agreement/related tender during the tenure of the contract. Free on-site maintenance services shall be provided by the Company during the period of warranty.
- k) During the warranty period, the Company will have to undertake system maintenance and replacement or repair of defective equipment. Upon receipt of such notice the Company shall repair or replace the defective equipment or parts thereof, without any cost to the Bank.
- l) Preventive Maintenance shall be provided to ensure that the Computer System is maintained in good operating condition as per the Computer System Performance Specifications during the term of the Agreement, and includes the provision of labour, service parts and traveling time as deemed necessary by the Company at no extra charges to the Bank. The preventive maintenance shall be at least once in three months on Quarterly basis. In exceptional cases, the Company shall determine the frequency and duration of Preventive Maintenance where same is required more than once in a

- quarter, in accordance with the computer system Specifications. The Company shall coordinate in advance with the concerned officers/ officials of the concerned site for the suitable day and time for such preventive maintenance.
- m) During preventive maintenance the Company shall replace the system components as per the prescribed schedule for wear and tear and other usage factors if any as defined by OEM's from time to time.
  - n) The Company shall provide Onsite Support during change management activities including configuration changes on OS including cluster, as per requirement of the Bank and during DR Switchovers and switchback processes.
  - o) The Company shall be responsible for arranging of permits including road permits for delivery of spares / parts to the specified bank location.
  - p) The delivery of the equipment shall be done in 7-9 weeks from the date of Purchase Order.
  - q) The upgrade for the Hardware shall be available for a minimum period of 5 years from the date of delivery.
  - r) The Company shall provide for installation/re-installation of OS as per the requirement of the Bank.

### **3. Service Management**

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

This section lists the minimum service level required to be maintained by the Company on award of the contract.

3.1 "Response Time" shall mean the interval from receipt of first information from Bank to the company, or to the local contact person of the Company by way of any means of communication informing them of the malfunction in system to the time Company Engineer attends the problem.

3.2 "Restoration Time" shall mean the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and does not necessarily include root cause removal.

3.3 "Resolution Time" shall mean the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.

3.4 "Down Time" shall mean the period when the system is not available due to a problem in the system and shall be the interval between the times of reporting of failure to the time of completion of repair. Down Time is the sum of response time and restoration time with the following exclusions:

3.4.1.1 Period when Bank denies access to the Spare Equipment sent by the Company or

3.4.1.2 Period when Bank denies access to the Company's Engineer for carrying out repair activities.

3.5 Call Response/Resolution and uptime commitments

Service/Type	Level
Service Window	24x7
Response Time	Within 1 hr
Resolution Time	Within 4 hrs. for DC and DR locations
Uptime Commitment	99.00%

### 3.5.1 Penalties due to Delay in Delivery

The system is to be delivered within stipulated time from the date of order:

i. For this purpose, delivery means delivery of all the ordered equipment including interface cables and media at the site along with the set of document/CDs on operational use of the equipment and all the relevant documentation of the system add on utilities as specified in the orders.

ii. If the bidder fails to deliver any or all goods or perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 1% of the order value of undelivered equipment / system for per week of delay, as late delivery charges until actual delivery of the equipment subject to a maximum of 10%. The Penalty will be charged on order value for the items for which delivery is delayed.

iii. The Bank reserves the right to cancel the order in case complete delivery/services are not affected within the stipulated time by giving 30 days' notice for resolution.

### 3.5.2 Penalties due to Delay in Installation

Bidder shall be responsible for installation of the systems ordered at site within 14 days from the date of delivery or within 7 days of logging the call for installation along with OS. Penalty will be charged @ 0.5% of total cost of equipment (order value) for the per week delay in installation subject to maximum 5% of order value, which will be over & above the late delivery charges.

### 3.5.3 Penalties due to System Downtime

Bidder has to guarantee minimum uptime of 99% quarterly during services period. For calculation purpose of up time, Bank will consider business hours 24 hrs x 7 day basis. For this purpose total elapsed time between receiving the break down message (over telephone or otherwise) and making the system functional or providing standby machine, will be treated as down time. It will be calculated on quarterly basis. Bank will charge penalty in case of not meeting the uptime requirement of minimum 99%.

During the warranty period, for every fall of 1% above the permissible level of 1% down time on quarterly basis, penalty will be levied @ 1% of the price of the machine subject to maximum 10% of the price of the machine per quarter.

Notwithstanding the above the Bank reserves the right to invoke the Performance Bank Guarantee or deduct 20% payment of the Purchase Order value in case the downtime exceeds 3% or in case there

are three (3) or more number of violations per quarter for the equipment.

### 3.5.4 Recovery of Penalty

During warranty Period: Amount of penalty will be recovered from vendor, on demand from Bank. The vendor undertakes to pay the penalty amount as prescribed by the Bank. Bank reserves the right to invoke the Bank Guarantee for recovering the penalty amount.

During AMC Period: Amount of penalty as per above clauses will be recovered/adjusted while making payment of the next renewal of AMC for all Servers and add on components covered under the maintenance contract.

## 4. Payment Terms

% OF PAYMENT	STAGES (On completion of the activities)
70%	On Successful Delivery and submission of invoice with proof of delivery
20%	Installation, configuration and Commissioning of Hardware and submission of invoice with proof of acceptance of items. In case Installation is delayed due to site not ready beyond three months then vendor will submit an undertaking to Bank that installation will be carried out as and when desired by the Bank.
10%	On submission of installation report signed by the concerned Bank official and on furnishing of a performance bank guarantee from any Nationalized or Scheduled Commercial Bank for 10% cost of the Purchase Order placed by the Bank for the period of warranty plus 3 months. In case the bank Guarantee is not submitted the 10% payment shall be released after completion of the warranty period.

The payments shall be made after deducting applicable TDS within 30 Working days from the date of receipt of valid claims that are supported by original invoice, original Proof of Delivery (POD), acceptance by the bank and upon fulfilment of other conditions stipulated in the contract. The invoices and other documents are to be duly authenticated by Bidder. The Bidder therefore has to furnish the bank account number to where the funds have to be transferred for effecting payments.

Payments as per the schedule given below will be released only on acceptance of the order and on signing the SLA / NDA by the selected bidder.

## 5. Partnership / Collaboration / Subcontracting

The Company is fully responsible for deliverables for the project irrespective of their constitution and arrangements with OEMs and the Company hereby undertakes that it shall not

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enter into any sub-contract, partnership or collaboration etc. in respect of any of its obligations under this agreement.

## **6. Sensitive Information**

Any information considered sensitive must be protected by the Company from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on BANK systems the Company may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

The Company has contemporaneously with the execution of this agreement executed a Non-Disclosure Agreement with the bank, annexed herewith.

## **7. Confidentiality**

Company understands and agrees that all materials and information marked and identified by BANK as 'Confidential' are valuable assets of BANK and are to be considered BANK's proprietary information and property. Company will treat all confidential materials and information provided by BANK with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Company will not use or disclose any materials or information provided by BANK without BANK's prior written approval.

Company shall not be liable for disclosure or use of any materials or information provided by BANK or developed by Company which is:

Possessed by Company prior to receipt from BANK, other than through prior disclosure by BANK, as documented by Company's written records;

Published or available to the general public otherwise than through a breach of Confidentiality;

Obtained by Company from a third party with a valid right to make such disclosure, provide that said third party is not under a confidentiality obligation to BANK; Developed independently by the Company.

Disclosed by the Bank to another without any confidentiality obligations.

In the event that Company is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Company shall promptly notify BANK and allow BANK a reasonable time to oppose such process before making disclosure.

Company understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause BANK irreparable harm, may leave BANK with no adequate remedy at law and as such the Bank is entitled to proper indemnification for the loss caused by the



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Company, if quantified. Further the BANK is entitled to seek to injunctive relief besides other remedies available to it under law and this agreement.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

Nothing contained in this contract shall limit the Company from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract. The confidentiality obligations shall survive the termination/expiration of the Agreement.

## **8. Indemnity**

(a) The Company hereby agrees and undertakes to indemnify and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees), relating to or resulting directly or indirectly from:-

(i) Intellectual Property infringement or misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,

(ii) claims made by the employees who are deployed by the Company, under this agreement,

(iii) breach of confidentiality obligations by the Company,

(iv) gross negligence (including but not limited to any acts or omissions of Company, its officers, principals or employees) or gross misconduct attributable to the Company or any of the employees deployed by the Company, under this agreement for the purpose of any or all of the obligations under this agreement,

(v) any loss or damage arising out of loss of data;

(vi) bonafide use of deliverables and or services provided by the company;

(vii) Non-compliance by the Company with applicable Laws / Governmental /regulatory Requirements. Provided however, (i) BANK notifies the Company in writing immediately on being aware of such claim, (ii) the Company has sole control of its defense and all related settlement negotiations.

Company shall be responsible for any loss of data, loss of life etc. due to acts of Company representatives, and not just arising out of gross negligence or misconduct, as such liabilities pose significant risk.

It is hereby agreed between the parties that the above said indemnity obligations shall apply notwithstanding anything to the contrary contained in this agreement including the provisions of clause 12 hereof.”

(b) Notwithstanding anything to the contrary contained in this agreement including the provisions of clause 12 hereof and subject to the provisions of clause (a) above, the Company shall indemnify and hold the Bank harmless from and against any claims, losses, damages, liabilities or expenses (including legal fees of solicitor(s)/advocate(s)), up to the extent of actual loss suffered by the Bank, resulting from any of the acts or omissions of Company, its officers, principals or employees in connection with provision of the services under this Agreement or breach of any of the obligations of the company under this agreement.

## **9. Termination of Contract**

### **For Convenience:**

Bank by written notice sent to the Company may terminate the contract in whole or in part at any time for its convenience giving Three months prior notice. The notice of termination shall specify that the termination is for convenience stipulating the extent to which performance of the Company under the contract is terminated and the date upon which such termination shall become effective. In the event of termination BANK shall pay Company for goods delivered and services rendered till the date of termination.

### **For Insolvency:**

BANK may at any time terminate the contract by giving written notice to the Company, if the Company becomes bankrupt or insolvent.

### **For Non-performance**

BANK shall have the right to terminate this agreement forthwith by a written notice in the event the Company fails to maintain the service levels prescribed by BANK in scope of work or fails to discharge or commits breach of any of its obligations under this Agreement.

In the event of termination, the company shall compensate the Bank to the extent of loss suffered by the Bank on account of such termination provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BANK.

## **10. RELOCATION and SHIFTING**

The relocation / Shifting, if any required, of all the quoted components shall be done by the Bank at its own cost and responsibility. However the Company shall supervise the de-installation and packing at the original site and re-installation at the new sites free of cost. The quoted components shall continue to remain within the scope of warranty for the transit period.

## **11. Intellectual Protection**

No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.

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## 12. Exchange Rate Variation

It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR \_\_\_\_ (“Base Exchange Rate”). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate. However this shall be valid only if this happens between the times of submitting quotes to the time of placing orders. Nothing will change after placing of P.O.

## 13. Additional Hardware

Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any additional Hardware under the Agreement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.

## 14. Upgrades/Enhancements

Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any upgrade/enhancement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.

## 15. FORCE MAJEURE:

“Force Majeure Event” means any event due to any cause beyond the reasonable control of the party, including without limitation, sabotage, fire, flood, explosion, Act of God, civil commotion, riots, insurrection, war, acts of Government, etc.

Notwithstanding anything contained in this agreement, no party shall be liable for any failure to perform any of its obligations under this agreement if the performance is prevented, hindered or delayed by a Force Majeure Event. In the case of happening of any Force Majeure event the either party shall forthwith and immediately, notify the other in writing of happening of such event. Any such delay beyond \_ days shall entitle the Bank at its sole option to terminate this agreement after service of Company.

## 16. Limitation of Liability

Neither Party shall be liable for any indirect damages (including, without limitation, loss of revenue, profits, and business) under this agreement and the aggregate liability of Company, under this agreement shall not exceed more than the total contract value.

## 17. Risk and Title

Notwithstanding anything to the contrary contained elsewhere in the contract, the risk, title and ownership of the products shall be transferred to the customer upon delivery and verification of BOM of such products to the customer.

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## **18. SNR**

Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 60 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 60 days, same will be borne by the customer

## **19. Governing Laws and Dispute Resolution**

This Agreement, its meaning and interpretation shall be governed by the applicable laws of India/laws of UT of J&K, as applicable. Both Parties will comply with applicable export and import laws.

In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation or mediation and failing such settlement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each Party and such arbitrators with mutual consent shall appoint an umpire before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and shall be held in New Delhi and conducted in English language.

The Courts in Jammu alone shall have jurisdiction over such arbitration proceedings.

The award of the Arbitration shall be final, conclusive and binding upon the Parties. Each Party will bear the expenses/costs incurred by it in appointing the Arbitrator. However, the cost of appointing the Umpire shall be borne equally by both the Parties.

## **20. Address of Notices**

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or by post or courier or facsimile or e-mail to the address below, and shall be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three days after being deposited in the post and if sent by courier, two days after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number) and if sent by e-mail (on receipt of a confirmation to the correct email).

Following shall be address of Bank for notice purpose:

Following shall be address of Company for notice purpose:

.....  
.....

Nothing contained in this Agreement shall be deemed or constructed as creating a joint venture or partnership between the Company and the Bank.

Any addition, alteration, amendment, of this Agreement shall be in writing, signed by both the parties.

The invalidity or unenforceability for any reason of any covenant of this Agreement shall not prejudice or affect the validity or enforceability of its other covenants. The invalid or unenforceable provision will be replaced by a mutually acceptable provision, which being valid and enforceable comes closest to the intention and economic positions of the Parties underlying the invalid or unenforceable provision.

Each party warrants that it has full power and authority to enter into and perform this Agreement, the respective executants are duly empowered and/or authorized to execute this Agreement, and performance of this Agreement will not result in breach of any provision of the Memorandum and Articles of Association or equivalent constitutional documents of the either party or any breach of any order, judgment or agreement by which the party is bound.

In witness whereof the parties have set their hands on this agreement in duplicate through their authorized

Signatories on the day, month and year first herein above mentioned.

Agreed and signed on behalf of  
Company's Authorized Signatory  
(Authorized Signatory)

Agreed and signed on behalf of  
Jammu and Kashmir Grameen Bank

Name.....  
Designation.....  
Place.....  
Date.....

Name.....  
Designation.....  
Place.....  
Date.....

Witness (1):  
Name.....  
Designation.....  
Place.....  
Date.....

Witness (1):  
Name.....  
Designation.....  
Place.....  
Date.....

Witness (2):  
Name.....  
Designation.....  
Place.....

Witness (2):  
Name.....  
Designation.....  
Place.....

Date.....

Date.....

## Annexure C: Mutual Non-disclosure Agreement

THIS MUTUAL NONDISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of (DD/MM/YYYY) by and between \_\_\_\_\_, a company incorporated under the laws of India, having its registered address at \_\_\_\_\_ (the "Company") and J&K Grameen Bank (the "Recipient").

**1. Purpose** J&K Grameen Bank has engaged or wishes to engage the company for undertaking the project vide Purchase Order No:.....and each party may disclose or may come to know during the course of the project certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

**2. Confidential Information** means any information disclosed or acquired by other party during the course of the projects, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, technical data, trade secrets, know-how, research, product plans, services, customers, markets, software, inventions, processes, designs, drawings, marketing plans, financial condition and the Company's plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing part as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such

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requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

**3. Non-use and Non-disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

**4. Maintenance of Confidentiality.** Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosures agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Each party shall immediately notify the other party in the event of any unauthorized use or disclosure of the Confidential Information.

**5. No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. This Agreement does not constitute a joint venture or other such business agreement.

**6. No Warranty.** All Confidential Information is provided "AS IS." Each party makes no warranties, expressed, implied or otherwise, regarding its accuracy, completeness or performance.

**7. Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

**8. No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

**9. Term.** The Obligations of each receiving party hereunder shall survive for a period of from the date hereof.

**10. Adherence.** The content of the agreement is subject to adherence audit by J&K Grameen Bank. It shall be the responsibility of the Company to fully cooperate and make available the requisite resources/evidences as mandated by J&K Grameen Bank Supplier Security policy.

**11. Remedies.** Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

**12. Arbitration, Governing Law & Jurisdiction**

This Agreement, its meaning and interpretation shall be governed by the applicable laws of India/laws of UT of J&K, as applicable. Both Parties will comply with applicable export and import laws.

In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation or mediation and failing such settlement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each Party and such arbitrators with mutual consent shall appoint an umpire before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and shall be held in New Delhi and conducted in English language.

The Courts in Jammu alone shall have jurisdiction over such arbitration proceedings.

The award of the Arbitration shall be final, conclusive and binding upon the Parties. Each Party will bear the expenses/costs incurred by it in appointing the Arbitrator. However, the cost of appointing the Umpire shall be borne equally by both the Parties.

**13. Miscellaneous.** This Agreement shall bind and injure to the benefit of the parties hereto and their successors and assigns. This document contains the entire Agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or propriety information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of amendment by each Party, or in the case of a waiver, by the party against whom the waiver is to be effective”.

The undersigned represent that they have the authority to enter into this Agreement on behalf of the person, entity or corporation listed above their names.

COMPANY NAME

RECIPIENT

**By:**

**By:**

(Signature)

(Signature)

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:**

**Address:**

Company Seal

Company Seal



## Annexure D: Bid format

Particulars to be provided by the bidder in the proposal

RFP No. **JKGB/IT/** for Empanelment of Vendor for supply, installation & maintenance of Rack and Blade Servers with its system software and other components at its Datacenters in Noida and Navi Mumbai dated DD-MM-2023.

S. No.	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of "Certificate of Incorporation" 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	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	

8	Description of business and business background  Service Profile & client profile Domestic & International presence Alliance and joint ventures	
9	Gross revenue of the bidder (not of the group) 2020-2021 2021-2022 2022-2023	
10	Net Profit of the bidder (not of the group) 2020-2021 2021-2022 2022-2023 Documentary proofs are to be enclosed	

**Declaration:**

We confirm that we will abide by all the terms and conditions contained in the RFP.

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.

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.

We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date of expiry of the last date for submission of response to RFP.

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

## **Annexure E–PROFORMA MANUFACTURER’S/DEVELOPER’S AUTHORIZATION**

Ref. No

To:

The General Manager,  
J&K Grameen Bank  
Near Fruit Complex  
Narwal, Jammu-180006

Dear Sir,

Request for Proposal No JKGB/IT/ Dated\_ \_ \_ \_2023, Empanelment of Vendor for supply, installation & maintenance of Rack and Blade Servers with its system software and other components at its Datacenters in Noida and Navi Mumbai dated DD-MM-2023.

We \_\_\_\_\_ who are established and reputed Manufacturers / Developers of \_\_\_\_\_having Factory / Development Centre at \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ [Name and Address of Vendor] to submit a bid and sign the contract with you for the goods Manufactured / Products developed by us against the above Request for Proposal No JKGB/IT/. We hereby extend our full Guarantee and Warranty as per the clauses of contract based on the Terms and Conditions of the RFP for the goods and services offered for supply by the above organization in response to your RFP.

Yours faithfully

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Name of the Manufacturer / Developer

Authorized Signatory

Note:

This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.

### **Annexure F - BANK GUARANTEE**

Offer Reference No.: \_\_\_\_\_

No:.....

Dated:.....

Bank:.....

General Manager,  
J&K Grameen Bank  
Head office, Narwal  
Jammu-180 006 (India)

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ..... India (hereinafter referred to as "the SI/OEM") proposes to RFP and offer in response to RFP No. ....dated .....for Empanelment of Vendor for supply, installation & maintenance of Rack and Blade Servers with its system software and other components at its Datacenters in Noida and Navi Mumbai (hereinafter called the "RFP") AND

WHEREAS, in terms of the conditions as stipulated in the RFP, the BIDDER is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a scheduled commercial bank in India in your favour to secure the order under this RFP Document (which guarantee is hereinafter called as "BANK GUARANTEE") AND WHEREAS the BIDDER has approached us, ..... for providing the BANK GUARANTEE.

AND WHEREAS at the request of the BIDDER and in consideration of the proposed RFP to you, WE, .....having Branch office/Unit amongst others at....., India and registered office/Headquarter at..... have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, ....., through our local office at ..... India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees .....only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the BIDDER of any of the terms and conditions contained in the RFP and in the event of the BIDDER commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees.....only) as may be claimed by you on account of breach on the part of the BIDDER of their obligations in terms of the RFP. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the BIDDER has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the BIDDER after expiry of the relative guarantee period of the RFP and after the BIDDER had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a “ No Demand Certificate “ provided always that the guarantee shall in no event remain in force after the day of .....without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the BIDDER till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the BIDDER and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the BIDDER or any other forbearance, act or omission on your part of or any indulgence by you to the BIDDER or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....( Rupees.....only ) as aforesaid or extend the period of the guarantee beyond the said day of ..... unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the BIDDER or any other person, firm or company on its behalf or by the winding up, dissolution,

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insolvency or death as the case may be of the BIDDER.

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the BIDDER hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the BIDDER from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. The Bank Guarantee shall not be affected by any change in the constitution of the BIDDER or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

13. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

14. notwithstanding anything contained herein above;

i) our liability under this Guarantee shall not exceed Rs.....  
(Rupees.....only) ;

ii) this Bank Guarantee shall be valid up to and including the date ..... ; and

iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

15. We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of BANK  
Authorized Signatory

Seal & Address

## **Annexure G - PERFORMANCE BANK GUARANTEE**

Bank Guarantee No:.....  
Dated:.....  
Bank:.....

General Manager,  
J&K Grameen Bank  
Head office, Narwal  
Jammu-180 006 (India)

WHEREAS .....(Company Name) registered under the Indian Companies Act 1956 and having its Registered office at ....., hereinafter referred to as the BIDDER has undertaken project for Implementation, Operation and Maintenance of Account Aggregator Solution in terms of the Purchase Order bearing No. .... dated ....., hereinafter referred to as "the CONTRACT.

AND WHEREAS in terms of the Conditions stipulated in the said Contract, the BIDDER is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favor to secure due and satisfactory compliance of the obligations of the BIDDER in accordance with the Contract ;

THEREFORE, WE, ..... (Name of the Bank) furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

1. We, .....Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said Bidder of any of the terms and conditions contained in the Contract or by reason of the Bidder's failure to perform the said contract. Any such demand made on us within

the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding..... (Rupees ----- Only).

2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the Bidder in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

3. We further agree that, if demand, as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said Bidder and accordingly discharge this guarantee. Provided, however, serving of a written claim / demand in terms hereof on us for payment under this guarantee on or before the stipulated period, time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.

4. We further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by us against the said BIDDER and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Bidder or for any forbearance, act or omission on our part or any indulgence by us to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Bidder.

6. We further agree and undertake unconditionally to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the BIDDER.

7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent.

NOTWITHSTANDING anything contained herein above;

(i) Our liability under this Guarantee shall not exceed ..... Rupees.....only ) ;

(ii) This Guarantee shall be valid up to and including the ..... (mention date); and

(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

Dated the ..... day of ..... 20 .....

For ..... BANK

Authorized Signatory



## Annexure H - BIDDER'S INFORMATION

General Manager,  
J&K Grameen Bank  
Head office, Narwal  
Jammu-180 006 (India)

Reg: Empanelment of Vendor for supply, installation & maintenance of Rack and Blade Servers with its system software and other components at its Datacenters in Noida and Navi Mumbai dated DD-MM-2023

With reference to your RFP No. JKGB/IT/ Dated\_ \_ \_ \_ \_2023 (Read with its Addendums/Corrigendum/Amendments), we submit necessary information hereunder:-

1	Name of the company	
2	Address of the Company with direct phone numbers	
3	Registration No. and date of establishment	
4	Website Address	
5	Email Address	
6	Present strength of the firm a) Is Company ISO Certified b) No. of sites handled presently c) Nos. of Staff Members	

7	Total Service Support centers in India	
8	Detail of Tender Fee and Earnest Money Deposited.	
9	Income Tax PAN	
10	GSTIN	
11	Previous Assignments with the J&K Grameen Bank, if any, during the last five years	Assignment with year

#### DECLARATION

I/We hereby declare that the terms and conditions of the tender stated herein and as may be modified/mutually agreed upon are acceptable and binding to me/us. We understand and agree that:-

- 1) The Bank is not bound to accept the lowest bid or may reject all or any bid.
- 2) If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- 3) If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- 4) The Bank may accept or entrust the entire work to one Bidder or divide the work to more than one bidders without assigning any reason or giving any explanation whatsoever and the Bank's decision in this regard shall be final and binding on us. Bidder means the vendor who is decided and declared so after examination of commercial bids.
- 5) We undertake to give a service commitment for at least three years.
- 6) Proper service/support center(s) will be provided by our qualified service engineers.
- 7) Onsite support will be provided at Bank Business department.

Name of person Authorized to sign	
Mobile No.	
Email	

Date:

Place:

