

REQUEST FOR PROPOSAL

Supply, Installation and maintenance of Rack Servers
at Bank's Data Center and Disaster Recovery Site

RFP No. JKGB/IT/RFP/2018-4511 Dated: 10-12-2018

BACKGROUND

J&K Grameen Bank (JKGB) hereinafter referred to as “the Bank”, 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’s servers are co-hosted at sponsor bank’s Data Centre in Noida and DR Site in Mumbai. Detailed information of J&K Grameen bank is available at Banks website www.jkgb.in

PURPOSE OF THIS RFP

The purpose of this RFP is to invite bids for selecting a vendor for Supply, installation and maintenance of servers at Bank’s Data Center and Disaster Recovery Site as per the Bill of material (Annexure-7) and Scope of Work stipulated in the RFP.

ELIGIBILITY AND TECHNICAL CRITERIA

Sr. No.	Eligibility Criteria	Documents Required
General and Financial Criteria		
1.	Should be a public/private limited company registered in India.	Certificate of Incorporation.
2.	The Bidder should have been in existence for a minimum period of 5 years in India.	Certificate of Incorporation
3.	The Bidder must have minimum annual turnover of ₹50.00 Crores for each of the last three (3) financial years viz. FY 2015-16, 2016-17, 2017-18 and should also be a profit making company during these three financial years.	Certified / Audited Balance Sheets and P&L statements for last 3 years should be submitted in support of the turnover and profitability.
4.	The Bidder should have at least one of the following accreditations /certifications which is valid as on the date of issue of this RFP: ISO 9001:2008, ISO27001, SEI CMMi Level3.	Copy of relevant certifications
5.	The Bidder should not have been blacklisted by the any Government or PSU enterprise.	Self-Declaration letter by Bidder
Technical Eligibility Criteria		
1.	The Bidder should be an authorized partner of OEM.	
2.	The Bidder should have, in last 3 years, executed the similar solution in any BFSI organization in India. Bidder should submit proof of implementation along with Purchase Orders (without commercials) or letter from user organization mentioning successful implementation and maintenance of the equipment.	

SCOPE OF WORK AND SERVICE LEVEL AGREEMENT

The scope of work and Service Level Agreement is enclosed as **Annexure 1**.

AUTHORIZATION TO BID

The proposal/bid being submitted would be binding on the bidder. As such it is necessary that authorized personnel of the firm or organization sign the BID. The designated personnel should be authorized by a senior official of the Organization having authority. The letter should also indicate the complete name and designation of the designated personnel.

INSTRUCTION TO BIDDERS:

For purposes of the RFP, J&K Grameen Bank will be referenced to as "Bank" through-out this RFP document.

TWO BID SYSTEM OFFER

Two copies of the offers (both Technical & commercial) must be submitted at the same time, giving full particulars in TWO SEPARATE sealed envelopes at the Bank's address given below, on or before **1500 hours on Dec 10, 2018:**

**Office of the General Manager,
J&K Grameen Bank,
Head Office, Narwal
Jammu- 180 006 (India)**

Offers received after the last date and time specified for such receipt will be rejected. All envelopes should be securely sealed and stamped.

All the SEPARATE sealed envelopes containing offers must be submitted to the Bank directly as under:

Envelope-T: Technical [Original] & Technical [Duplicate]

Envelope-C: Commercial [Original] & Commercial [Duplicate]

Each of the above set of offer must be labelled with the following information:

Type of Offer: (Technical or Commercial)

Copy: (Original or Duplicate)

RFP Reference Number:

Due Date:

Name of the Vendor:

The Duplicate Offer must be identical in all respects to the Original offer submitted to the Bank, and must contain all the above information specified.

ENVELOPE- T (Technical Offer): [2 Copies i.e., Original and Duplicate]

The Technical offer (T.O) should be complete in all respects and contain all information asked for, except prices. The Technical Offer should not contain any price information. The Technical offer should be submitted in 2 copies in a closed envelope to the Bank (marked as original and duplicate). The T.O. should be complete to indicate that all products and services asked for are quoted and all terms adhered to.

EMD in the form of BG should be kept in original in Technical Offer being submitted to the Bank.

The EMD submitted by the unsuccessful vendors will be returned soon after the completion of the process but not later than sixty (60) days after the expiration of the period of Bid validity. The EMD of the successful vendor will be returned after successful installation of the equipment mentioned in the Purchase Order.

ENVELOPE-C (Commercial Offer): [2 Copies – i.e., Original and Duplicate]

The Commercial Offer (C.O) should give all relevant price information and should not contradict the T.O. in any manner. The Commercial offer should be submitted in 2 copies in a closed envelope to the Bank (marked as Original and duplicate).

Technical and Commercial Offers must be submitted separately, in different envelopes. It may be noted that if any envelope is found to contain both technical and commercial offers, such offer will be rejected.

FORMAT FOR TECHNICAL OFFER:

The Technical Offer should be made in an organized, structured and neat manner along with Brochures/leaflets etc., should not be submitted in loose form and should also be mandatorily paginated.

The suggested format for submission of Technical Offer is as follows:

- a) Index
- b) Tender Fee
- c) Earnest Money Deposit (EMD)
- d) Covering letter. This should be as per **Annexure 2**.
- e) A statement that the vendor is agreeable to the Service Level agreement as detailed in the RFP as **Annexure 1**.
- f) Details of the vendor, as per **Annexure 5**.
- g) Technical Proposal and capabilities Write-ups.
- h) Vendor's Certificate of incorporation.
- i) Vendor's Financial Details (Balance Sheets & Profit and Loss account etc. For FY 2015-16, 2016-17, 2017-18)
- j) At least one of the following accreditations /certifications which is valid as on the date of issue of this RFP: ISO9001:2008, ISO27001, SEI CMMi Level3.
- k) Self-Declaration letter by duly authorized vendor signatory stating non-blacklisting by any Government of PSU enterprise.
- l) Authorization/ Partner letters from OEM.
- m) Documentary evidence of having executed supply, installation and maintenance of servers in the last 3 years in India for any BFSI organization. Bidder should submit proof of implementation along with Purchase Orders (without commercials) or letter from user organization mentioning successful implementation and maintenance of the equipment.

FORMAT FOR COMMERCIAL OFFER:

The Commercial offer must not contradict the Technical Offer in any manner. The suggested format for submission of Commercial Offer is as follows:

- A. Index
- B. Item wise commercial summary of the equipment as per the Bill of material
- C. All the sheets should be properly paginated.
- D. The quoted prices shall be all inclusive i.e., inclusive of all applicable taxes, duties etc but exclusive of GST. There will be no price escalation for the total period for which commercials have been quoted. The commercial should not contain anything other than pricing part.

OPENING OF OFFERS:

Offers received within the prescribed closing date and time will be opened in the presence of Bidder representatives who choose to attend the opening of the Offer on the date and time specified below:

RFP Reference No.	RFP No. JKGB/IT/RFP/2018-4511
Date of tender publication/uploading	Dec 10,2018
Tender Fee	INR 5,000/- Only
EMD (Earnest Money Deposit)	INR 5,00,000/- Only
Last Date for Pre Bid clarifications/meeting	Dec 26 , 2018 at 3:00PM at Head Office Jammu
Last Date & Time for Receipt of Technical & Commercial Offers	Jan 10, 2019 upto 3:00PM at Head office Jammu
Date & Time of Opening of Technical Offer	Jan 14, 2019 at 3:00PM at Head office Jammu
Date & Time of Opening of Commercial Offer	Shall be communicated separately
Address of Communication	Office of General Manager, J&K Grameen Bank Head office, Narwal Jammu- 180 006
Email ID	dcdr.it@jkgb.in
Web Site Details	www.jkgb.in

Note: The Bidder representatives present shall sign a register of attendance at the time of opening of commercial offers.

TENDER DOCUMENT AND FEE

This document can be downloaded from Bank's website <http://www.jkgb.in>. In that event, the bidders should pay the cost of the tender document by means of DD drawn on any scheduled Bank in favor of J&K Grameen Bank, payable at Jammu and enclose the same to Technical Bid of this tender.

OFFER VALIDITY PERIOD

The Offer should hold good for a period of three months from the date of submission.

PROPOSAL OWNERSHIP:

The proposal and all supporting documentation submitted by the Bidder shall become the property of the Bank.

MODIFICATION & WITHDRAWL OF OFFERS:

Bidders are not allowed to modify their offers once submitted. However, the Bidders are allowed to withdraw their offers any time before the last date and time specified for receipt of offers. No offer can be withdrawn by a BIDDER after the closing date and time for submission of offers.

PRELIMINARY SCRUTINY:

Offers from Bidder not meeting the eligibility and technical criteria will be rejected. The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirements, whether technical documentation as asked for and required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the RFP requirements.

CLARIFICATION OF OFFERS:

To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Bidder for clarifications on the offer made by them. The request for such clarifications and the Bidder response will necessarily be in writing.

NO COMMITMENT TO ACCEPT ANY OFFER:

The Bank shall be under no obligation to accept any Offer received in response to this RFP and reserves its right to reject all offers including incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase as and when need is felt. The Bank will not be obliged to meet and have discussions with any BIDDER or to entertain any representations.

BID DOCUMENTATION:

Technical information in the form of Brochures/Manuals/CD etc. must be submitted in support of the Offer made.

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 in.

NEGOTIATIONS:

It is absolutely essential for the bidder to quote the lowest price at the time of making the offer in their own interest, as the Bank will not enter into any price negotiations, except with the lowest bidder whose Offer is found to be technically in line with the RFP specifications.

Authorized Representatives of OEM/SI:

Bank will only discuss the solution with OEM staff, SI staff. The OEM/SI/vendor authorized representatives shall mean their staff. In no circumstances any intermediary (which includes Liaisoning Agents, marketing agents, commission agents etc.) should be involved during the course of project. No subletting of the contract by OEM or SI will be allowed under any circumstances.

Partnership / Collaboration / Subcontracting

The bidder is fully responsible for deliverables for the project irrespective of their constitution and arrangements with OEMs. No subcontracting, partnership, collaboration shall be allowed.

SHORT-LISTING OF BIDDER:

The Bank will prepare a short-list of technically qualifying bidders and the commercial offers of only those Bidders will be opened. The date and time of opening of Commercial Offers of the Bidders whose Offer is technically in line with the RFP requirements have been provided in the RFP.

LIABILITIES TO J&K GRAMEEN BANK:

This RFP is not an offer by the Bank, but an invitation for bidder responses. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the bidder.

PROPOSAL PROCESS MANAGEMENT:

The Bank reserves the right to accept or reject any/all proposal/ to revise the RFP, to request one or more re-submissions or clarifications from one or more bidder, or to cancel the process in part or whole. No bidder is obligated to respond to or to continue to respond to the RFP. Additionally, the Bank reserves the right to alter the requirements, in part or whole, during the RFP process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and contract negotiation processes.

CONFIDENTIALITY PROVISION:

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

EARNEST MONEY DEPOSIT (EMD):

Bidders are required to give EMD by way of Bank Guarantee valid for 180 days from the due date of the RFP for **₹5,00,000/- (Rupees Five lakhs only)** as Earnest money Deposit (EMD) along with their Offer. Offers made without E.M.D. will be summarily rejected. The format for the Bank Guarantee is attached to this RFP document as Annexure 3. If the successful Vendor fails to provide the equipment ordered within the stipulated time schedule or by the date extended by the Bank, the same shall be treated as a breach of contract. In such case, the Bank may invoke the Bank Guarantee/ EMD without any notice.

PERFORMANCE BANK GUARANTEE:

The successful Bidder is required to submit a performance Bank guarantee for an amount of 20% of the Purchase Order value valid for the period of warranty of the equipment. The format for the Performance Bank Guarantee is attached to this RFP document as Annexure 4.

Annexure 1

Service Level Agreement

This **Service Level Agreement (SLA)** herein after referred to as “**Agreement**” is made between “**M/S _____**”, a Company incorporated under the Indian Companies Act 1956 with its registered office at _____ hereinafter referred to as the “**Company**” which Expression shall, be deemed to mean and include the representatives, successors in interest, nominees, administrators and assignees etc. of the **ONE PART AND “The 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, 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 **OTHER PART**.

The Bank and the Company are hereinafter collectively referred to as “**Parties**” and individually as a “**Party**”.

1. Definitions

“**Response Time**” shall mean the interval from receipt of first information from “**Bank**” to “**Company**” by any means of communication informing them of the malfunction in Systems to the time “**Company’s**” Engineer reaches the site or attempts call resolution on phone, mail or any other mode.

“**Resolution Time**” shall mean the period from the time “**Company’s** Engineer gains access to the Computer Systems to the time the Computer Systems is restored to the normal working conditions. The “**Company**” shall demonstrate such restoration to the concerned officer/official at the site.

“**Down Time**” shall mean the interval between the time of reporting of failure to the time of completion of repair. Down Time is the sum of response time and repair time with the following exclusions:

* Period when “**BANK**” denies access to the Engineer from “**Company**”, within the scheduled working hours of the “**BANK**”.

* Period when “**BANK**” denies access to the “**Company**” Engineer due to the non-availability of authorized “**BANK**” staff during the scheduled hours.

* Period when no malfunction is located provided the reasons for non-functionality are beyond the scope of the machine as demonstrated.

The “**Company**” has to attend the calls within reasonable timings convenient to the “**Bank**”. For the timings beyond scheduled working hours, a request needs to be made to the “**Bank**” for allowing the entry. The down time of the Computer System, shall be the period the machine remains off, due to the “**Company’s**” problem

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 No:dated,

2018.

- b) Supply, Rack Mount and Installation of the Server 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 described service levels.
- 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 4-6 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.

3) Percentage down time

Shall mean the aggregate of downtime of the particular computer component and/or computer systems during the year expressed as a percentage of total available time in a year i.e. 365×24 hours. Thus, if the aggregate downtime of a computer component and/or computer systems works out to 87.6 hours during a year then the percentage downtime shall be calculated as follows:

$$\frac{87.6 \times 100}{365 \times 24} = 1.0\%$$

4) Duration of SLA

The SLA shall be valid for the period of Five years commencing from the date of installation/commission of the equipment in the PO.

5) Maintenance Service Definition

“Company” agrees to provide the following services under the SLA to keep the computer component and/or computer systems in good working order: -

I. Unscheduled / on call remedial maintenance for repairing malfunctions including replacement of parts.

II. Scheduled Preventive Maintenance once in a quarter to ensure the health of the Computer Systems for indicated functionalities and may involve replacement of parts and batteries found damaged or likely to result in the problem in the functioning of the computer system.

III. The replaced parts will be new or equivalent to new parts in performance. The removed parts shall become the property of “Company”.

IV. Onsite Support during change management activities as per the requirement of the Bank and during DR switchovers and switchback processes.

Subject to existence of any other Agreement between the parties to the contrary, maintenance will not, cover repairing defects in the computer component and/or computer systems arising out of misuse, abuse, neglect, improper handling and damages caused by accidents or repairs carried out by personnel other than the authorized personnel of “Company”. In such cases “Bank” shall place orders for the repairs and/or spares whatever required, which shall be provided by the “Company”. The “Company” shall take minimum reasonable time for examination and assessing the damages and shall inform the “Bank” subsequently 36 hours after placing the orders; the call shall be treated as normal call for rectification and down time.

6) Spare maintenance

The company/OEM shall have adequate arrangement for back-end support and spares.

7) Preventive Maintenance

Preventive Maintenance shall be provided to ensure that the Computer System(s) and/or Computer Component (s) is maintained in good operating condition as per the Computer System(s) and/or Computer Component (s) Performance Specifications during the term of the Agreement, and includes the provision of labour, service parts and traveling time as deemed necessary by “Company” at no extra charges to the “Bank”.

i) 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.

ii) The preventive maintenance & support to the Computer System(s) and/or Computer Component (s) shall include checking the health of all the Computer System(s) and/or Computer Component (s) prescribed performance including the scheduled /agreed backup support & shall enumerate the steps taken /required to be taken by each party to ensure the stated performance of the system.

iii) 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.

iv) 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.

8) Hours of Service

“Company” shall provide Service as per the terms defined in clause 9 below.

The “Company” shall also keep all the modes of communication like Phone / Mobile Phone/ Fax/ Pagers/ E-mail available to its service Engineers & other field staff & all its Corporate & Regional offices, throughout the Country & convey the same to the “Bank”, within one week of signing of this Agreement. Attested copies of photo ids of all the concerned engineers, authorized persons responsible for the implementation of this Agreement at various levels shall be produced by them at the time of visit to the concerned site for the maintenance purpose.

9) Maintenance of Service Levels

i) “Company” agrees that the provision of timely and excellent service to “Bank” is the essence of this contract. To this end “Company” shall ensure that the percentage down time of the computer component and/or computer systems shall not exceed the agreed downtime.

ii) The “Company” shall provide repair, change requests, maintenance service and support during DR switchover and switchback processes in response to any one or all of the oral, telephonic, mobile, fax, written, e-mail or postal mail notice by “Bank” and the services shall be made available by the “Company” promptly within the stipulated response time.

iii) The Call Report mentioning the purpose of visit, Call No, Time of call logged, Rectification done, Time the computer component and/or computer systems is brought up, Total Down Time etc. shall be prepared and signed and stamped by the “Company’s Engineer duly verified by the Bank’s engineer at the site under seal and stamp with name and code number.

iv) Call Response/resolution and uptime commitments

Service Window	24*7
Response Time	On-site within 2 hours
Resolution Time	On-site within 4 hours
Uptime Commitment	99.90% Quarterly

10) Penalties

The service metrics shall be measured assessed on yearly basis with following penalties for non-compliance.

i) Penalties for non-compliance of Response/Resolution Time

No. of violations per annum	Penalty	No. of violations per annum	Penalty
> 1	5% of total cost for all equipment in the PO	>2	10% of total cost for all equipment in the PO

ii) Penalties for non-compliance of Uptime Time

% down time in excess of commitment	Penalty	% down time in excess of commitment	penalty
0.5% or more	5% of total cost for all equipment in the PO	More than 1%	10% of total cost for all equipment in the PO

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

11) Relocation and Shifting

The relocation / shifting of computer component and/or computer systems shall be done by the "Bank" at its own cost and responsibility. However Company shall supervise the de-installation and packing at the original site and reinstallation at the new sites free of cost. The computer component and/or computer systems shall continue to remain within the scope of AMC for the transit period as well.

12) Access

"Bank" shall provide full and free access to the computer component and/or computer systems to the personnel of "Company".

13) Documents

The "Company" shall submit the following documents along with the invoices:

- I. Quarterly reports showing the calls received for rectification of faults, with down time details
- II. Report showing the details of preventive maintenance done during the quarter along with the part replacement at each computer component and/or computer systems.
- III. Preventive call reports properly signed and stamped by "Company" and Bank engineer.
- IV. Up to date call logging and escalation matrix.

14) Governing Law:

This agreement shall be governed and interpreted by and construed in accordance with the Laws of the State of J&K read with applicable Laws of India. The parties hereby agree that any legal action or proceedings arising out of this Agreement shall be brought in the courts or tribunals at Srinagar (J&K) which shall have exclusive jurisdiction in the matter and the parties hereby submit themselves to the jurisdiction of such courts or tribunals.

15) Amendments:

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 case of waiver, by the party against whom the waiver is to be effective.

16) 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 registered post with acknowledgement due or courier or facsimile or e-mail to the address below or such other address either party may provide to the other in writing. Such notices and other communications shall be deemed to be effective (i) if sent by personal delivery, when delivered, (ii) if sent by registered post, seven days after being deposited in the post, (iii) if sent by courier, five days after being deposited with the courier, (iv) if sent by facsimile, on receipt of a confirmation to the correct facsimile number, and (v) if sent by e-mail, on receipt of a confirmation to the correct email.

If to Bank: _____ _____ _____ _____ Fax No. _____ e-mail _____	If to Company: _____ _____ _____ _____ Fax No. _____ e-mail _____
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17) Arbitration

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 endeavour to settle such differences, disputes, claims or questions by friendly consultation 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 shall appoint an Umpire before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Jammu and Kashmir Arbitration and Conciliation Act, 1997 or any other statutory modification or re-enactment thereof for the time being in force and shall be held in Srinagar (J&K) and conducted in English language.

The courts in Srinagar alone shall have jurisdiction over such arbitration proceedings.

The award of the Arbitration shall be final, conclusive and binding upon the Parties hereto as an award of Jammu and Kashmir Arbitration and Conciliation Act, 1977 or any statutory modification or re-enactment thereof for the time being in force. Such award shall be filed in any competent Court in Srinagar.

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."

18) Termination:

Either party shall have the right to terminate this Agreement by giving 3 months' prior notice in writing.

Notwithstanding the above, subject to a cure period of thirty (30) days either party will be entitled to terminate this agreement, without notice in case of material breach of any of the terms of this

agreement by the other party. In the event of such termination, the breaching party shall be liable for all the direct losses faced by the non-breaching party, which are solely attributable to the breaching party. It is hereby agreed and understood by the parties that the provisions of this clause shall not limit or restrict nor shall they preclude any party from pursuing such further and other legal actions, against the other party for any breach or non-compliance of the terms of this agreement as it may deem fit.

The expiration or termination of this agreement shall be without prejudice to the rights and obligations accrued to the parties till such expiration and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or termination.

19) CONFIDENTIALITY:

During the term of this Agreement and thereafter, notwithstanding expiry or termination of this Agreement, the company shall not directly or indirectly disclose, disseminate or otherwise make available to any third party OR use any information/documents/electronic records of whatsoever nature that may come into its hands while performing obligations under this agreement.

20) Intellectual Property

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 during the support period. For the avoidance of doubt, company may 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 company, and no rights shall be deemed to have accrued to the customer.

21) Limitation of Liability:

Notwithstanding anything contained herein, neither Party shall be liable for any indirect, or special damages (including, without limitation, loss of revenue, profits, business) under this Agreement and the aggregate liability of Company, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this Agreement. In no event shall Company's maximum aggregate liability exceed the particular order value under which the claim arose.

22) INDEMNIFICATION

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), limited to any third party claims, solely relating to or resulting directly 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, sub-contractor, sub-contractors employees, who are deployed by the Company, under this agreement, (it being hereby specifically agreed between the parties that any sub-contracting/ assignment under this agreement shall be made only with the express written consent of the Bank),

(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 to any agency, contractor, sub-contractor or any of their employees deployed by the Company, under this agreement for the purpose of any or all of the obligations under this agreement (it being hereby specifically agreed between the parties that any sub-contracting/ assignment under this agreement shall be made only with the express written consent of the Bank).

(v) 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 life due to acts of Company representatives, and not just arising out of gross negligence or misconduct, as such liabilities pose significant risk.

Indemnity shall exclude indirect damages. However indemnity would cover direct damages, loss or liabilities. 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 21 hereof.

(b) Notwithstanding anything to the contrary contained in this agreement including the provisions of clause 21 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 the order value, 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.

23) 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 either party shall within 10 days from occurrence of such event, notify the other in writing of happening of such event. Any such delay beyond ____ days shall entitle the other party at its option to terminate this agreement after service of ____ days’ notice to the party claiming happening of any force majeure event/s.

24) Payment Terms shall be

- I. 80% on delivery of the equipment at the concerned site/s subject to production of invoices.
- II. 20% on installation and 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 20% cost of the purchased order placed by the bank for the warranty period or the said 20% of the amount shall be release on expiry of warranty period.

The invalidity or unenforceability of any provision of this agreement in any jurisdiction shall not effect the validity, legality or enforceability of the reminder of the Agreement in such jurisdiction or the validity, legality or enforceability of this agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

The Company is fully responsible for deliverables under the agreement irrespective of their constitution and arrangements with OEMs. No subcontracting, partnership, collaboration shall be allowed.

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

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.

This Agreement has been signed in duplicate, each of which shall be deemed to be an original.

**Agreed and signed on behalf of
Company Limited**

**Agreed and signed on behalf of
The J&K Grameen Bank**

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

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

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

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

Annexure “B”

Mutual Nondisclosure 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 party 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 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

a. 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 endeavour to settle such differences, disputes, claims or questions by friendly consultation 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 shall appoint an umpire before commencing the arbitration proceedings. The arbitration



IT DEPARTMENT

HEAD OFFICE, NARWAL, JAMMU – 180006

EMAIL: IT.HOJ@JKGB.IN

RFP No: JKGB/IT/RFP/2018-

Dated: 30-08-2018

shall be held in accordance with the Jammu and Kashmir Arbitration and Conciliation Act, 1997 or any statutory modification or re-enactment thereof for the time being in force.

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

c. The award of the Arbitration shall be final, conclusive and binding upon the Parties hereto as an award of Jammu and Kashmir Arbitration and Conciliation Act, 1997 or any statutory modification or re-enactment thereof for the time being in force. Such award shall be filed in any competent Court in Jammu.

d. 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.”

e. This Agreement is construed and shall be governed in accordance with the laws of India read with the local laws of the State of Jammu and Kashmir.”

13. Miscellaneous. This Agreement shall bind and inure 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 proprietary 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**By:**

(Signature)

Name:**Title:****Address:**

Company Seal

RECIPIENT**By:**

(Signature)

Name:**Title:****Address:**

Company Seal



IT DEPARTMENT

HEAD OFFICE, NARWAL, JAMMU – 180006

EMAIL: IT.HOJ@JKGB.IN

RFP No: JKGB/IT/RFP/2018-

Dated: 30-08-2018

ANNEXURE 2 – COVERING LETTER FORMAT:

Offer Reference No.: _____

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

RFP Reference No. JKGB/IT/RFP/2018-4511

Dated: 10-12-2018

Having examined the RFP document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Supply, installation and maintenance of servers at Bank's Data Center and Disaster Recovery Site in conformity with the said RFP in accordance with the Schedule of Prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to provide the services as specified in the scope and service level agreement of the RFP. We agree to abide by this offer for **three(3) months** from the date of submission and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

Until a formal contract is prepared and executed, this offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Dated this _____ day of _____ 2018

Signature: _____

(in the Capacity of:) _____

Duly authorized to sign the offer for and on behalf of

Name:

Contact No:

Email id

ANNEXURE 3 - BANK GUARANTEE:

Offer Reference No.: _____

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 India (hereinafter referred to as “the VENDOR”) proposes to RFP and offer in response to RFP No. **JKGB/IT/RFP/2018-4511 Dated Dec 10, 2018** for Supply, installation and maintenance of servers at Bank’s Data Center and Disaster Recovery Site (hereinafter called the “RFP”) AND

WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR 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 VENDOR has approached us, for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR 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 ₹.....(Rupeesonly) 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 VENDOR of any of the terms and conditions contained in the RFP and in the event of the VENDOR 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 ₹.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR 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 VENDOR 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 VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR 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 ofwithout 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 VENDOR 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 VENDOR 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 VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR 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 ₹.....(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 VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.

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 VENDOR 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 VENDOR 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 VENDOR 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 vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

14. Not with standing anything contained herein above;

i) our liability under this Guarantee shall not exceed
₹.....(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 4- 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 VENDOR has undertaken Supply, installation and maintenance of servers at Bank's Data Center and Disaster Recovery Site 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 VENDOR 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 VENDOR 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 vendor of any of the terms and conditions contained in the Contract or by reason of the vendor'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 vendor 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 vendor 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 vendor 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 vendor 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 VENDOR 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 Vendor or for any forbearance, act or omission on our part or any indulgence by us to the said vendor 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 Vendor.

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 VENDOR.

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 5 – DETAILS OF VENDOR:

Details filled in this form must be accompanied by sufficient documentary evidence, in order to facilitate the Bank to verify the correctness of the information.

S.No	ITEM	DETAILS
1	Name of the Company	
2.	Postal Address	
3.	Telephone / Mobile / Fax Numbers	
4.	Name & Designation of the Person Authorized to make commitments to the Bank	
5.	Email Address	
6.	Year of Commencement of Business	
7.	Sales Tax Registration No	
8.	Income Tax PAN No	
9.	Service Tax Registration No	
10.	Web Site address of the Company	

Dated this _____ day of _____ 2018

Signature: _____

(in the Capacity of:) _____

Duly authorized to sign the offer for and on behalf of

Name:

Contact No:

Email id

Annexure 6- Address Details of Locations:

Data Center-Noida

Jammu & Kashmir Bank Ltd.
Green Fort Data Center,
Plot B7, Sector 132, Noida U.P.-201301

DR Mumbai

Jammu & Kashmir Bank Ltd.
Disaster Recovery Site,
IDC - 4, DAKC, Koperkhairane, Navi Mumbai- 400709



Annexure 7 -Bill of Material (BOM)**BOM-1 :Rack Servers (Physical or Virtual Machines)**

<u>S.No</u>	<u>Configuration</u>	<u>Qty.</u>	<u>Location</u>
<u>1</u>	<u>SERVER : SPARC T7-1</u> <ul style="list-style-type: none"> 32 cores, 4.13 GHz SPARC M7 processor Memory-256 GB, 2* Dual Port HBA Cards 2* Quad Port GBE Card 600 GB *4 HDD Operating system-Solaris 11.3 64 bit or latest release (This physical server will be logically partitioned in to 2 LDOMs with Solaris 10/11)	<u>3</u>	<u>Two at Noida with HA and One at Mumbai</u>
<u>2.</u>	<u>SERVER : SPARC S7-2L</u> <ul style="list-style-type: none"> Eight-core, 4.27 GHz SPARC S7 processor Memory-128 GB, 2* Dual Port HBA Cards 2* Quad Port GBE Card 600 GB *4 HDD Operating system-Solaris 11.3 64 bit or latest release (This physical server will be logically partitioned in to 3 LDOMs with Solaris 10/11)	<u>3</u>	<u>Two at Noida with HA and One at Mumbai</u>

Scope of Work:

1. Rack Mount and Installation of the Server with the required operating system along with Clustering/Virtualization wherever mentioned.
2. Configuring the Servers / Allocation of Storage as per the requirement of the Bank.
3. Hardening of the Servers.
4. Installation and configuration document.
5. Support for the deployment for the entire period of warranty.

Terms & Conditions:

1. This P.O shall be governed by the terms of the SLA to be signed between the Bank and the bidder. All payments due shall be released after signing of SLA.
2. The delivery of the equipment shall be done in 4-6 weeks from the date of P.O.
3. The equipment shall be covered under a comprehensive warranty of 5 years from the date of installation or 15 days after the date of delivery in case the installation is deferred by the Bank.
4. The upgrade for the Hardware shall be available for a minimum period of 5 years from the date of delivery.
5. The payment terms are:
 - a) 80% on delivery of the equipment at the concerned site/s subject to production of Invoices and Delivery Challans.

IT DEPARTMENT

HEAD OFFICE, NARWAL, JAMMU – 180006

EMAIL: IT.HOJ@JKGB.IN

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Dated: 30-08-2018

b) 20% on successful installation, configuration, operationalization, 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 20% cost of the Purchase Order placed by the Bank for the period of warranty. In case the bank Guarantee is not submitted the 20% payment shall be released after completion of the warranty period.

