

REQUEST FOR PROPOSAL (RFP)



**REQUEST FOR PROPOSAL FOR ANNUAL
MAINTENANCE OF COMPUTER HARDWARE,
SOFTWARE, PRINTERS, OTHER PERIPHERALS,
SUSTENENCE AND MAINTAINANCE OF ANTIVIRUS
ETC. AT ALL THE BRANCHES AND OFFICES OF J&K
GRAMEEN BANK**

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1. Brief about J&K Grameen Bank:

“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 of Financial Services, carrying on Banking Business, having its Head office at Narwal, Jammu, Pin-180006, Jammu and Kashmir, hereinafter referred to as the “Bank”.

The Bank with its network of 217 branches/offices spread across 13 Districts of the UT of Jammu & Kashmir & Ladakh has been delivering Banking services to more than 12 Lakh customers through 6 Regional offices and 217 branches. The Bank has put in place a robust IT infrastructure with Finacle 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.

Detailed information about J&K Grameen bank is available at Banks website www.jkgb.in

2. Objective of Proposal

Awarding contract for AMC of computer hardware, software, printers, other peripherals, Sustenance and maintenance of Anti-Virus, etc. at all the branches and offices of the J&K Grameen Bank.

The details are as under

Tender Number	JKGB/IT/20_4971 Dated : 14-02-2020
Department Name	Information & Technology
Scope of Work	Annual Maintenance of Computer Hardware, Software, Printers, Other Peripherals, Sustenance & Maintenance of Anti-Virus etc.
Tender Details	Request for Proposal (RFP) for Annual Maintenance of Computer Hardware, Software, Printers, Other Peripherals, Anti-Virus Maintenance etc.
Bid Document Availability including changes/amendments, if any	RFP may be downloaded from www.jkgb.in From 17-02-2020 (Monday) 10:00 AM
Last date and time for Bid submission	10-03-2020 (Tuesday) 05:00PM
Date and Time for Eligibility/ Technical Bid Opening	11-03-2020 (Wednesday) 03:00 PM
Date and Time for Commercial Bid Opening	To be notified separately.

Pre-bid Queries if any	All communications regarding points / queries requiring clarifications shall be given through e-mail at it.hoj@jkgb.in till 28-02-2020 (Friday) 03:00 PM
Meeting for Pre-bid queries Clarifications	Meeting will be convened on 29-02-2020 (Saturday) 03:00 PM or clarifications provided through Email
Tender Processing Fee (Non-Refundable)	The Bidder shall deposit ₹ 5,000/- only (Rupees Five Thousand Only) being the cost of the Request for Proposal Document. It can be done through online mode vide URL https://jkgb.in/onlinepayments.aspx or submitted in the form of DD in favor of The General Manager, J&K Grameen Bank payable at Jammu
Performance Bank Guarantee	10% of the total project cost to be submitted in the form of Bank guarantee, in favor of The General Manager, J&K Grameen Bank, Jammu Immediately on receipt of the PO from the BANK for AMC of Computer Hardware and Sustenance & Maintenance of Antivirus as per RFP.
Bank Guarantee(EMD)	Rs.100000/- (Rupees One Lakh only) to be submitted in the form of Bank guarantee, in favor of The General Manager, J&K Grameen Bank, for AMC of Computer Hardware and Sustenance & Maintenance of Antivirus as per RFP.
Eligibility & Technical Criteria	As per Tender Document (Annexure-D)
CORRIGENDUM	All the Corrigendum will be uploaded on our website www.jkgb.in
For RFP related queries	Information & Technology Department Head Office Narwal Jammu, 180006 7051510171, 72 Desktop Team: Contact Persons: Naresh Kumar (Mon-Fri working Hours 10 AM to 5 PM) Support Landline- 7051510171/72 Email Id: desktop@jkgb.in ; it.hoj@jkgb.in

3. Scope of Work

- i. J&K Grameen Bank requires comprehensive on-site maintenance for personal computers equipment, Printers, Scanners, Operating System Antivirus etc in their branches/offices spread across the bank. The equipment should be maintained in good working order and the AMC vendor should correct any faults and failures in the equipment.
- ii. AMC vendor shall repair or replace worn or defective parts as per our requirements stated in this document without charging anything extra to the bank other than the comprehensive AMC charges.
- iii. Sustenance and maintenance of Anti-virus at offices/branches.
- iv. The selected bidder will be awarded AMC contract to provide maintenance services for specified Computer Systems and Peripherals located in various branches and offices in Union Territory of Jammu and Kashmir and Ladakh for the specified duration.
- v. Interested vendors should provide their applications in whole as specified in this RFP.

4. Pre-Qualification Criteria

To be submitted as per Annexure D (Compliance to Eligibility Criteria).

5. Tender Process

- i. Two-stage bidding process will be followed. The response to the tender should be submitted in two parts: Technical Bid and Commercial Bid
- ii. On the basis of submitted commercial offers, bank will enter in to AMC contract with the **selected bidder (in normal cases)**. AMC rates fixed at the time of contract will be non-negotiable for the contract period and no revision will be permitted. This includes changes in taxes or similar government decisions.
- iii. This contract will be awarded for a period of 3 years from date of signing the AMC contract. It may be further renewed if both parties wish to continue on the same terms of service.
- iv. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided by the vendor is false, the Bank reserves the right to revoke the awarded contract by giving one month notice to the vendor. Bank's decision in this regard will be final.
- v. **In normal course selected vendor will get 100% of the work order.** However the Bank reserves the right to distribute the work among the shortlisted firms if required, keeping in view their performance, relative strengths and operational convenience. Therefore, the lowest tendering firm shall not have sole claim over the entire order. The L1-rate Vendor will get at least 60% of the work contract and the remaining work orders may be given to L2 and/or L3 rate vendor, provided they accept the L1 Rates. Vendors of L4 rate and beyond will not be considered. Bank's decision in this regard will be final.
- vi. If any of the shortlisted Vendors are unable to fulfill the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other participating vendors after giving 15-days" notice to the defaulting Vendor. Also during the period of the AMC contract due to unsatisfactory service to our branches/offices, Bank will have the right to cancel the contract and award the contract to other participating vendors.

6. Call Coordinator

- i. There should be single person of contact for our offices to inform down calls and lodge complaints. This person may not be exclusively provided for our bank, but should be a staff of the firm/company and should be reachable over phone and email provided by the company. This person will be known as “Call coordinator” throughout this document.
- ii. Call coordinator should have sufficient experience in Hardware, antivirus and Operating Systems troubleshooting field and capable of communicating with the branch staffs in fluent Hindi/English/local language.
- iii. Call coordinator shall lodge down-calls as informed by bank and provide a unique docket number for each case. They need to coordinate with their field team to rectify the complaints as per TAT prescribed by the bank, failure of which will attract penalties as mentioned in this RFP.
- iv. Call coordinator shall maintain details of all open/closed cases and produce the status as and when required by bank. They should make sure that any pending one down calls is closed only after the required maintenance activities are fully completed.
- v. Call coordinator needs to be well versed with complete procedure to follow in installation of bank’s systems.
- vi. One dedicated Resident engineer from vendor side to be stationed at Information & Technology Department Head Office Narwal, Jammu, who will ensure their presence during banking hours for all the working days of the Bank and shall coordinate all support issues across the UT of J&K and Ladakh.

7. Lodging Complaints

- i. The bank official who is informing the company about the complaint shall be termed “bank contact person”. Bank contact person will inform the complaint details to the call coordinator through email or telephone. The case should be acknowledged and unique docket number to be provided to the concerned immediately.
- ii. No amount of remote diagnosis or telephonic support shall be used in response to our complaints. Field team should be promptly assigned to visit the location and rectify the complaint.
- iii. It should be ensured by the vendor that no call is being closed without confirmation from “bank contact person” as to their satisfaction in the resolution offered. Call coordinator should keep these records for future reference.
- iv. Any complaints, which found to be closed without bank’s confirmation will be treated as pending since the original date of lodging the complaint and penalty will be imposed.

8. Working Days and Hours

- i. The term “working days” throughout this document would mean all days except Sundays and public holidays as notified from time to time by Govt. of India and the term “working hours” would mean the time during 10 AM to 5 PM on working days.
- ii. Services of the call coordinator shall be available anytime during working hours.
- iii. Field team shall visit the branches on working hours only unless otherwise requested by the bank. Any work which is pending after working hours should be completed on the immediate next working day. Else it will be treated as a case of non-attendance of complaint for penalty purpose.
- iv. Call coordinator should intimate the bank contact person about the time of visit so that the equipment can be made available for servicing. Bank has the right to deny access if said timings

are not adhered to. Same will be treated as a case of non-attendance of complaint for penalty purpose.

- v. The Skill sets of the support staff should be shared with the bank. Bank is at the discretion to ask for suitable qualified and competent resources.

9. Maintenance Standards

- i. All field team visiting our offices should be employees of the firm, the staff strength and posted locations are to be mentioned in your response to our RFP.
- ii. All repair and maintenance services described herein shall be performed by qualified maintenance/service engineers who are completely familiar with the equipment which they are dealing with. They shall be competent enough to install or rectify all equipment under their AMC service to the satisfaction of the bank. They may be guided by the call coordinator for any technical assistance.
- iii. Call coordinator must ensure that bank's systems are being installed by the field team as per the guidelines issued by the bank. Any lapse or deviation in this regard will be treated as non-attendance of complaint and penalty will be levied until it is rectified.
- iv. Field team or any service team shall not unnecessarily contact our office to raise queries on service matters. Maximum concerns should be dealt by the call coordinator or competent alternative in the vendor company. However, the call coordinator may contact us for guidance on any matter.
- v. For OS related issues in which formatting of hard disk is necessary, data backup should be done in advance and need to be restored as per satisfaction of the computer user after formatting. All peripheral equipment should be re-connected, tested and shared after installing the OS.
- vi. During installation or repair of computers under AMC, all connected peripherals such as printers and scanners should be installed even if the said equipment doesn't come under your AMC. Installed printers should be shared on the network computers. However peripherals which are both in inoperable condition and not under your AMC may be excluded.
- vii. Vendor should ensure that disks / pen drives used by their service engineers during repair / maintenance should be free from any computer virus or malware. In case it is conclusively proved that a computer has been infected through the said means, the expenses incurred by the bank for restoring the computer system and data will be recovered from the vendor by any suitable means.
- viii. Repair work for any faulty equipment shall be carried out at onsite basis. If such repair is unsuccessful, vendor may take the equipment to their nearest service center to perform the repairs. However, in such cases, standby equipment of greater or equal specification should be provided by the vendor and made working so that bank work may not be affected due to the down time.
- ix. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- x. The Exclusion on AMC "if any" may be documented along with their optional pricing.

10. Necessary Reinstallation, Upgradations and Patches

- i. At any point of time, Bank may at its discretion decide that certain computers should be formatted due to malware, disk space issues, security threat or incompatibility of software. Bank will raise call for Formatting and Reinstallation and such requests should be fulfilled as part of Comprehensive AMC. Formatting and subsequent reinstallation should be done in compliance with maintenance standards terms of AMC.

- ii. Other than during Preventive Maintenance (PM) visit, bank may require all computers to be upgrade with specific OS and/or Antivirus updates or upgrades for specific software. Such requests should be fulfilled as part of Comprehensive AMC.
- iii. During periodic PM visits, all computers should be updated with latest available Antivirus update and OS provided by bank. Also latest copy of bank Software to be dumped in every computer as mentioned. This activity will be a part of PM visit and no additional charges will be applicable.

11. Turn Around Time (TAT), Provision for Standby and Penalties

Bank expects proper service support during contract period. The Hardware should be set right within 24 hours of reporting the complaint. In case the machine is down for more than 3 working days and no substitute is provided by the vendor, penalty per day may be charged as under, maximum Rs. 1000.00 per case.

S.No	Description	Penalty Amount/Day (INR)
1	Server (Av maintenance)	500
2	Desktop	100
3	Thin Client	100
4	Printer	75
5	Scanner	75
6	Anti-Virus Maintenance per PC	100
7	Anti Virus Installation	100

The penalty may be recovered from the amount payable to the vendor by the Bank. Penalties deducted by the bank from quarterly payment for lapses by the vendor as mentioned here will not be reimbursed at any circumstance.

The Penalty shall not exceed the total AMC or Service Cost per Item.

12. Escalation Details and Changes

- i. Escalation matrix of company should be shared to the bank for escalating service related concerns.
- ii. The vendor shall promptly inform any changes in key persons of escalation, contact details or any other changes related to the company to the bank.
- iii. It will be the sole responsibility of the company to ensure that no activity pertaining to service support is hindered by the absence of any official. Company may ensure this by appointing sufficient alternate personnel at each level of escalation and informing us.

13. Coverage of AMC

- i. All parts including monitor, keyboard, mouse, connecting cables, power cords, printers, scanners etc. but except consumables should be covered under Comprehensive AMC. If any part needs to be replaced to resolve complaints, the same should be replaced with equivalent or superior part which is compatible. Replacement should be done at no cost to the bank.
- ii. Cost of all spares and labor charges should be borne by the vendor under AMC.
- iii. List of available IT assets at our branches/offices are given in point no 28. The vendor should go through the entire list and its configuration before quoting. No brand/model shall be excluded. The vendor should make available the spare parts of the same OEM or equivalent.
- iv. The list of assets provided is not exhaustive, additions or omissions to be made will be informed to you from time to time and the same should be incorporated in the AMC on prorata basis. The vendor is required to maintain proper inventory of all assets.

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- v. If required, vendor shall visit all branch locations and verify the asset details before commencing the AMC contract. This will be termed “preliminary visit”. It shall be done at no expense to the bank. All items will be treated as perfectly working at the time of starting the contract. As on date all the machines are in good working conditions.
 - vi. Vendor should not refuse to attend any down call which is lodged for a hardware item that is yet not included in your AMC. In such case, confirmation should be sought from IT-Department head office Narwal and if permitted, the item should be included in AMC from the current quarter. It may be included for the next due payment.
 - vii. The Bank reserves all its rights to shift the items mentioned in the attached list of AMC between branches within our Region as per our requirement and the systems will continue under the AMC coverage independent of the location with no expenses from bank side.
 - viii. Resolving HW /SW related all issues (including Re-configuration / re-installation of Hardware), Operating Systems, Network, installation of Antivirus & their Patches in the PCs, taking backup and re-installation of OS, domain joining, installation of printers etc. In any case, the machine should be set right in the minimum possible time.
 - ix. Configuring E-mail, Domain, Internet, Finacle7.x or updated version, Printer, Scanners etc. Attending and resolving Operating Systems related issues, for hardware under Warranty/AMC, if possible. Any other work assigned, related to Computer Hardware under AMC coverage.
 - x. Sustenance and maintenance of antivirus at branches/office of J&K Grameen Bank

14. Software Support

- i. Bank will provide all application software which is required to be installed in computers, hereafter termed “Bank Software”. This copy and periodic updates to the same will be provided to the vendor/call coordinator. Vendor should ensure that sufficient copies of latest bank software are made available to the service engineers when they visit our branches for any service activity.
- ii. Installation of application software, admin passwords, naming convention of computers, configuring network, adding to domain, installation of antivirus and updating the same should be done under the supervision of call coordinator as per terms 6(v) and 10(i).

15. Quarterly Preventive Maintenance

- i. Preventive Maintenance (PM) should be done for all the assets covered in this AMC contract once in every half year and shall be completed in first three months of the quarter in addition to fault-repair calls. Preventive Maintenance (PM) shall be free of cost during AMC. Fault repair calls will not be treated as PM visit.
- ii. All equipment should be serviced using appropriate method for failure free operation. Sufficient spares such as power/VGA cables, optical mouse, USB keyboard, SMPS, etc. shall be carried by service personnel to provide immediate replacement for faulty items.
- iii. Complaints should be lodged for making good all hardware items under your AMC which are found to be not in working condition during PM visit without need for any call to be raised from the bank’s end.
- iv. Latest copy of required Bank Software should be copied to all computers in any one drive except C drive under the folder name “Bank Software”. All computers should be updated with latest available Antivirus definitions and OS . which is provided in Bank Software.
- v. Preventive Maintenance certificate in the prescribed format to be duly filled with all details and handed over to the branch after PM activity. Consolidated copies of Quarterly PM reports duly attested by branch official for all sites should be submitted by the vendor to Information and Technology department at Head office Narwal, Jammu. Moreover, consolidated PM reports, call log report and AV activity reports etc. shall be submitted in softcopy also to IT department.

16. Payment Terms

- i. Bank will make payment for AMC services as per the rates finalized in the tender process. These rates will be frozen during the contract period as per RFP terms and conditions and the payment shall be made quarterly basis on the completion of each quarter.
- ii. Vendor should submit the payment request along with invoice and hardcopy of the Customer Call feedback reports for AV activity, soft copy of comprehensive asset details, bank account beneficiary details and one copy each of PM reports for all locations. Payment will be done through electronic fund transfer to the bank account number provided by Vendor.
- iii. Payment will be subject to the provision of tax deductions.
- iv. Quarterly in Advance against Performance Bank Guarantee (PBG) of 10% of Project cost for the AMC period after submission of invoice.
- v. In the absence of PBG quarterly recurring charges shall be released on submission of invoices in next quarter.

17. Signing of Contract

- i. If the bank decides so, the vendor which is awarded with the AMC work order will have to execute an agreement with the bank for Comprehensive On-site Annual Maintenance Contract at the approved rates and it shall be signed by authorized signatories of both parties on a stamp paper having value of Rs.100 each.
- ii. Format of AMC agreement will be provided by the Bank. The terms and conditions of the AMC agreement will be decided by the bank and no deviations will be permitted.
- iii. In the absence of any formal contract, the copy of work order, the RFP document and other related documents will be treated as contract.
- iv. Bank may terminate the contract by giving 30 days advance written notice without citing any reason whatsoever. In such case, payment will be appropriated till the date of termination of contract and vendor will not be eligible for payments for the remaining period.

18. Instruction to Vendors on Submission of Response

- i. Bidder is expected to examine all instructions, forms, terms and conditions, technical specifications in the document. Failure to furnish all information required, application containing false information or submission of a bid not substantially responsive to our instructions in every respect may result in rejection of such bid.
- ii. The bidder shall bear all costs associated with preparation and submission of its bid. Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.
- iii. The Bank may include additional PERSONAL COMPUTERS (of other OEMs) also in near future subject to satisfactory services of the vendor. Bank reserves right to cancel the offer without informing any reason for the same.
- iv. Bank reserves the right to reject an offer under any of the following circumstances:
 - a) Offer is incomplete and/or not accompanied by all stipulated documents.
 - b) Offer is not in conformity with all terms and conditions said in this document.
 - c) Commercial Offer format differs from the format provided here.
 - d) If any terms and conditions in the RFP document is violated
 - e) If it is found that any information provided in the offer is bogus.

Not limited to the reasons stated above, right of acceptance or rejection of applications will be reserved exclusively by J&K Grameen Bank.

18.1 Bidding process

- i. The bids in response to this RFP must be submitted in two parts:
 - a. Technical Bid" (TB) including Confirmation of Eligibility Criteria and
 - b. Commercial Bid" (CB).

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- ii. The Bidders who qualify the Eligibility Criteria will be qualified for technical and commercial bid evaluation. The successful Bidder will **be determined based on the Lowest Commercial Quote as per Commercial Evaluation process.**
 - iii. The mode of submission of Confirmation of Eligibility Criteria, Technical Bid (TB) and Commercial Bid (CB) shall be offline.
 - iv. Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted.
 - v. Receipt of the bids shall be closed as mentioned in the bid schedule. Bid received after the scheduled closing time will not be accepted by the Bank under any circumstances.
 - vi. Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount / Bank Guarantee in lieu of the same should accompany the Technical Bid.
 - vii. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder's company.
 - viii. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.
 - ix. No rows or columns of the tender should be left blank. Offers with insufficient information are liable to rejection.
 - x. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections

19. Submission of Bids

The Bank expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting its unconditional compliance as part of the RFP. Failure to furnish all information required or submission of an RFP not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of its response. In addition, the hardcopy of the bid document shall be submitted by the bidder at the following address:

J&K Grameen Bank
Information & Technology Department
Head Office, Near Fruit Complex Narwal, Jammu
180006

20. Amendment of Tender Document

- i. At any time prior to the deadline for submission 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 Bidding documents by issuing amendments/corrigendum..
- ii. Amendments, if any will be notified through Bank's website www.jkgb.in and will be binding on all prospective bidders. No separate intimation will be given in this regard.
- iii. In order to provide the prospective Bidders with reasonable time to take into account any amendments, the Purchaser may, at its discretion, extend the deadline for submission of bids. In such case, all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- iv. Erasures or alterations after submission of bids will not be permitted and such requests will not be entertained by the bank.

21. Opening of Bids

Bids received within the prescribed closing date and time will be opened in presence of bidders/ representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought for the Bank to verify.

The bids shall be opened in 2 phases.

In Phase 1, technical bid including the Confirmation of Eligibility Criteria shall be opened as per the schedule given in the RFP in presence of the bidder(s) who choose to attend the meeting at a pre-specified date and time, and sign a register evidencing their attendance. However, the Technical Bid will be evaluated only for the bidders who satisfy all the eligibility criteria.

In Phase 2, Commercial Bids of only bidders who meet the Technical Evaluation as mentioned in RFP, shall be opened in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place that will be communicated to them. The bidders' representatives who are present shall sign a register evidencing their attendance. Bank would notify the technically qualified bidders about the date and time of opening the commercial bids.

22. Principles for Evaluation

- i. The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether all required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. Bids from agents without proper authorization from the manufacturer shall be treated as non-responsive.
- ii. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is discrepancy between words and figures, the amount in the words will prevail. If the supplier does not accept such correction of the errors, their bid will be rejected.
- iii. The Bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

23. Evaluation of Technical Bid

The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation the technically qualified bidders will be short-listed for commercial opening:

- i. Conformation to pre-qualification criteria as per Annexure D (Compliance to Eligibility Criteria).
- ii. Compliance of terms and conditions stipulated in the RFP duly supported by certified documentary evidence called for therein.
- iii. Submission of duly signed compliance statement as stipulated in annexures and any write-up/brochures mentioning their infrastructure facilities.
- iv. Review of written replies submitted for the clarifications sought by the Bank, if any.

24. Evaluation of Commercial Bid

- Commercial bids of only technically qualified short listed bidders will be opened and evaluated.
- Bank's evaluation of the Indicative commercial bids will take into account the status of compliance of terms and conditions.
- The offer should remain valid for a period of at least 180 days from the date of the tender opening.
- The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender.
- The bidder who will be technically qualified and submit the lowest commercial will be treated as L1 Bidder.

25. Purchaser's Right To Accept Or Reject Any Bid Or All Bids

The Bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract. Bank will have no liability towards the bidder or bidders affected as such or any obligation to inform the affected bidder or bidders about the ground for the purchaser's actions.

26. Result Notification

All bidders will be communicated of any decision made with respect to their RFP response as soon as practical. Bank will not be obliged to provide reasons for acceptance/ rejection of any response. The name of the successful bidder to whom the contract is awarded shall be displayed on the Bank's corporate website at <https://www.jkgb.in>

27. Limitation of Liability

Vendor's aggregate liability under the contract shall be limited to a maximum of the Contract value. This limit shall not apply to third party claims for 1) IP infringement indemnity; 2) bodily injury (including death) and damage to real property and tangible personal property caused by vendor's gross negligence. For the purpose of this section, Contract value at any given point of time, means the aggregate value of the work orders placed by Bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement / purchase order.

28. List of Assets for AMC

Below are the types of products, their indicative numbers and make/model which are to be covered. Note that vendor will not be allowed to exempt any make/model from AMC coverage.

S.No	Description	Quantity (Approx)
1	Server (AV Maintenance)	25
2	Desktop	723
3	Thin Client	100
4	Laser Printer	80
5	EPSON M100 / M200 Printers	100
6	DMP 132 / 136 col/80col	200
7	Scanner	220
8	Anti Virus Installation	As and When Required
9	Client Software/Active Directory	As and When Required

The commercial proposal may be submitted in the following format

S.No	Description	Quantity (Approx)	Rate per Item per Year(Rs)Inclusive Taxes	Rate Per Item For 3 Years(Rs)Inclusive Taxes	Total (Rs)Inclusive Taxes
1	Server (AV Maintenance)	25			
	Desktop	723			
2	Thin Client	100			
3	Laser Printer	80			
4	EPSON M100 / M200 Printers	100			
5	DMP 132 / 136 col/80 col	200			
6	Scanner	220			
7	Anti-Virus Maintenance per PC	723			
8	Anti Virus Installation	As and When Required			
9	Client Software/Active Directory	As and When Required			
Total					

The Bank reserves the right to alter the hardware quantities mentioned in offer. The bank also reserve the right to add or delete one or more item from the list of items specified in offer. The Bank also reserve right to add or delete name of any branch. The Branches where hardware is currently under warranty period may be later on added under ongoing AMC, after expiry of warranty period of such branches. Similarly, branches where in old hardware is replaced with new hardware will be deleted from AMC purview.

29. Format for Technical Offer

The Technical Offer should be made in an organized, structured and neat manner.

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

- Service Level Agreement as per Annexure A
- Covering letter. This should be as per Annexure B
- Checklist for Details of Vendor as per Annexure C
- Details of Technical Solution as per Annexure D.
- Bank Gaurantee as per Annexure E
- Performance Bank Gaurantee as per Annexure F
- Non Disclosure Agreement as per Annexure G.

Besides these, self-attested copies of all documents in support of Eligibility Criteria mentioned in this RFP is to be submitted.

30. Undertaking by Vendor

The successful bidder must give an undertaking that all components to be used for parts replacement will be original and not re-furnished. This must be submitted along with the Invoices. The Vendor shall, at its own expense, defend and indemnify the Bank against all third party claims for infringement of patent, trademark, design or copyright arising from use of proposed product/products or any part thereof.

31. Reverse Auction

(Not Applicable)

32. Service Level Agreement (SLA)

The vendor needs to execute a Service Level Agreement with the Bank covering all terms and conditions of this tender. Vendors need to strictly adhere to Service Level Agreements (SLA). Services delivered by vendor should have to comply with the SLA.

33. 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 intermediaries (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.

34. Sub-Contracting

The bidder shall not subcontract or permit anyone other than its own personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank. All the resources deployed by the bidder should be on the bidder's payroll. Any resource from the vendor side who will enter the bank's premises shall carry a valid ID proof provided by the vendor.

ANNEXURE A: Service Level Agreement for AMC of Computer Hardware, Allied Equipment and Software's

This Agreement is executed at Jammu on this _____ and shall become effective from _____ hereinafter referred to as the "effective date" between "J&K Grameen Bank", a Banking Company incorporated and registered under Regional Rural Bank Act, 1976 having its registered office at J&K Grameen Bank, Head Office, Narwal (hereinafter for the sake of brevity referred to as "The Bank" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assigns) of the First part;

AND

_____ incorporated under the Indian Companies Act, 1956 having its Registered Office at _____ and a Regional Office at _____ hereinafter referred to as the "Company" of the other part. The Company and the bank are collectively referred to as 'parties' and individually as a 'party'. Which expressions shall be deemed to mean and include the representatives, successors in interest, nominees, administrators and assigns etc. of the parties to this agreement.

WHERE AS, The Bank being interested in AMC (annual Maintenance Contract) Services for Desktops, Printers and other Computer peripherals installed in branches/offices including Antivirus installation / support.

The Parties aforementioned have agreed to reduce in writing the terms and conditions governing the process of AMC (annual Maintenance Contract) Services for Desktops, Printers and other Computer peripherals including antivirus support, in the form of a legally expressible documents hereinafter referred to as "Agreement".

NOW, THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS

1) Duration of SLA

- a) "This Agreement shall commence as of the effective date thereafter shall be in force for a period of _____, which shall however be reviewed annually, unless terminated in accordance with the provisions of clause 1 of the Agreement. However, the parties can extend the term of the Agreement by mutual consent in accordance with the terms and conditions agreed thereupon".
- b) "Each party shall have the right to terminate the Agreement by giving prior written notice of Thirty (30) days However, the Bank will be entitled to terminate the Agreement in case of breach of any of the terms of this Agreement by the Company after serving notice 30 days in advance. The termination decision thus taken by the bank shall be final and the decision can't be called in question by the company. It is hereby agreed and understood by the parties that the provision 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.
- c) "That upon termination or expiration of this Agreement for any reason whatsoever, the Company shall (i) immediately refrain from any action that would cause or may indicate any relationship between it and the Bank. (ii) Forthwith hand over to the Bank the Possession of all documents, material or any other property belonging to the Bank that may be in its possession".
- d) "The Expiration or termination of this Agreement shall be without prejudice to the accrued rights and obligations of the parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or termination".

2) Scope of Service Level Agreement

- a) The contract signed by the **BANK** will be valid for all systems under AMC by the “Company” vide above referred tender for AMC of **Computer Hardware, Allied Hardware, Software’s etc at various locations of the Bank.**
- b) The “Company” has to carry out on-site comprehensive maintenance of the Computer Systems (Systems include Computer Desktops / Laptops/Printers/Scanners etc)
- c) The “Company” has to carry out on-site comprehensive maintenance/Sustenance of Anti Virus
- d) All the tools, test equipment and fixtures etc. (if any) required for the on-site comprehensive maintenance of equipment’s, shall be provided by the “Company”.
- e) During the AMC period, the “Company” will be required to keep the system in 100% working condition. In the event of replacement of any part of the system, it should be done with a part of equivalent or higher configuration which is compatible with the system. However, prior approval for the higher configuration should be obtained.
- f) The “Company” will have to hand over the system in 100% working condition on the termination or end of the Contract. Any Breakdown call that has been reported before the termination of the Contract will have to be rectified by the “Company” before handing over the systems to the BANK.

3) Repair outside the Office premises

- a) Whenever any Hardware equipment/ component is taken out of BANK site for repair, the same hardware equipment/ component has to be returned after repairs unless it is declared to be irreparably damaged. When any Hardware equipment/ component is taken out of any BANK Office for repair, such shifting should be done with the prior permission of the Authorized official of the BANK, and the “Company” shall make all arrangements for removal of the hardware equipment/ component, its transportation to the workshop and back to BANK’s site and its reinstallation. Insurance of such hardware equipment/ component also has to be arranged by the “Company” and all expenses for the above shall be borne by the “Company”. The “Company” shall hand over the systems in 100% working condition after repair/ maintenance/ rectification.
- b) Any Hardware equipment taken out of the BANK’s Office for repair should be returned within a maximum period of 7 days duly repaired. When any hardware item is taken out for repair and is not returned, duly repaired, within 7 days, breakdown will be charged for number of days in excess of 7 days, in spite of provision of stand by equipment by the “Company”.
- c) Whenever any Hardware equipment is taken out of a BANK Office for repair, “Company” shall reinstall the same machine after repair and will ensure that the system is put in production and all the applications required for its functionality are installed and duly verified by concerned owner of the equipment.

4) Technical Support:

- a) The “Company” has to extend technical support whenever required for suggest changes or carry out improvements in system features and software configuration changes, if necessary.
- b) In the process of providing technical support, if required, “Company” may have to carry out joint resolution of problems with other “Company”s/OEM. (Original Equipment Manufacturer)
- c) The “Company” will be required to install approved software’s/ Drivers etc. free of cost as and when required by The BANK.
- d) Any problem relating to the Pre-loaded / ***maintenance of OS like , win7,Win8,embedded Windows,Win2010 (in case of desktops and thin clients) and other application software’s like MS Office , ilinkweb. ilink, Signature capturing software (Signcap) , JDK Settings email settings, intranet / internet settings, and all other client software’s, Antivirus installations, definition update, Configuring Active directory setting desired by the bank from time to time, Configuring Finacle 7.x/Finacle 10.x setting desired by the bank from time to time*** be attended to by the “Company” and loading/reloading of such software to other desktops/pc’s shall be done by the “Company” wherever required, without any extra cost to BANK.

Maintenance for repairing /malfunctions also includes replacement of parts if required in addition to repairing and maintenance.

- e) Wherever any system has to be shifted from one BANK location to another, the “Company” is required to uninstall/ reinstall and maintain the system/s at the new location, without any extra cost to BANK on account of reinstallation.
- f) ***Scheduled Preventive Maintenance once in quarterly per year as per the check list prepared by Bank to ensure the health of the Computer Systems for indicated functionalities and may involve replacement of parts found damaged or likely to result in the problem in the functioning of the computer system.***
- g) The “Company” will be fully responsible for installation, uninstallation/re-installation, configuration, back-up, maintenance & troubleshooting of Anti-Virus console as per the architecture defined by the bank. The Bank may add/remove Antivirus Servers as per requirement of the Bank, which has be to installed/maintained by “Company” without any extra cost to BANK.
- h) The “Company” shall be fully responsible for installation, configuration, maintenance & troubleshooting of Anti-Virus software at all PCs at all branches and offices of J&K Grameen Bank which are connected to the enterprise wide network of the bank and which has connectivity to the Centralized Anti-Virus Server. The “Company” shall be responsible for re-architecture /reconfiguring/ reinstalling of the complete / partial Anti-virus infrastructure to take care of the latest threat scenarios or to take care of the version upgrades as desired by the Bank.
- i) The Implementation of Antivirus software shall be done by the “Company” in line with the specifications and procedures provided by the bank.
- j) The Antivirus software installed will be in managed mode and all the PC’s installed should reflect in the respective Antivirus servers with details like update status etc.

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- k) The updates of definitions and version updates shall also be carried out by the “Company” at all branches manually on monthly basis where the definitions are not pushed through centralized setup.
 - l) The “Company” needs to validate the installation of Antivirus software (Branch Wise) from the technical staff of the Bank.
 - m) The “Company” needs to maintain the installed AV Software and ensure the machines are updated with latest Virus Definition files / IPS updates and Vulnerability patches.
 - n) The “Company”, if and when required, needs to push the updates to the designated machine of the branch from central locations and if and where need be update the machines manually on fortnightly basis.
 - o) The “Company” needs to ensure that all the machines in the branch are taking proper updates from the local designated machine (GUP Machines....Group update provider Machine) instead of getting the update from central location
 - p) The “Company” need to ensure that all the machines are fully scanned for Viruses / Malicious codes once a month from either central console or manually and ensure the stability and functionality of the user machines and reports in soft form should be submit to the IT department.
 - q) In case, the principle Antivirus Company issues some rapid release and urgent patch, the same will need to be pushed to the enterprise clients by the “Company”. The bank shall be providing the “Company” with all the deployment details.
 - r) In case of any Virus outbreak, the Bank will open a case with principle Antivirus company and get them aligned with the “Company” who have to provide their assistance for the collection of data / testing the solutions provided by the company.
 - s) The “Company” shall need to ensure that the machines infected are attended to, cleaned up or in case required formatted and restored as per the working requirements of the user. The data in the machine will be identified by the user which needs to be backed up in case machine needs formatting and restored post format.
 - t) The Technical team of the Bank will provide all the assistance required by the “Company” support staff centrally and in case required will take up the session of Knowledge transfer between teams on the solution and mechanism to be followed by the bank.
 - u) The “Company” shall be responsible for Ensuring on on-going basis that anti virus is installed & enabled on all the PCs of the bank in all its branches / offices.
 - v) Ensuring on on-going basis that all the PCs installed in all branches / offices of the bank remain updated with latest definitions / patches/version of Symantec Protection Suite (SPS).
 - w) Since the product shall be installed at critical PCs, the product installation and maintenance shall have to be done by experienced personnel having basic knowledge of all current Operating Systems, Networking and deep Symantec Protection Suite product knowledge.
 - x) The “Company” shall be responsible for, installation/reinstallation, test, configure and maintain the PCs and peripherals, which are approved by the bank, at various locations identified by the bank. Configuration will include IP Setting, browser settings for CBS, migration of data from old

PC to new PC and configuration of add on devices such as printers, Scanners etc. The “Company” will also coordinate with Networking and application teams and provide the necessary assistance for successful installation, integration and functioning of application.

5) **Preventive Maintenance**

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 “Company” at no extra charges to the Bank.

- a) The preventive maintenance shall be done at least once in a half year and shall be completed in 1st quarter of the respective half year. 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.
- b) The preventive maintenance & support to the Computer Systems shall include dusting off, vacuum cleaning and checking the health of all the computer component or computer systems 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.
- c) During preventive maintenance the “Company” shall replace the system components as per the prescribed scheduled for wear and tear and other usage factors if any.
- d) 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.

6) **Stocking of Spares/ Immediate replacement of faulty parts/ equipment:**

- a) Sufficient spares should be stocked to meet the SLAs with a minimum of 5% of Hardware Contracted at nearby locations.
- b) Stocking of spares: “Company” should provide a list of spares kept in stock to support the implementation Base.
- c) The stock should be audited every six months.
- d) Whenever any complaint for the parts/components of the Computer Hardware/ Peripheral is logged by the BANK, the service engineer of the “Company” who attends to the complaint must invariably carry a spare of such part of the Hardware and should replace the same immediately, if required.
- e) A complete inventory validation will be done by “Company” during the year to ascertain the SL numbers of the equipment as part of PM

7) **Nodal point at Corporate Headquarters**

One Resident engineer to be placed at J&K Grameen Bank Head Office, who will ensure their presence during banking hours for all the working days of the Bank and shall coordinate all support issues across the UT of J&K and UT Leh and Ladakh. They all will report to Head of the department Information and Technology.

8) Point of Contact/ Regular meetings

The “Company” shall nominate a specific person as the single point of contact. The “Company” shall submit the name and contact details, including address, telephone number, mobile number, FAX number/email address of this contact person and the service engineers at each of these locations. In addition to single point of contact, the “Company” should also provide the contact details of customer support officials to whom calls should be escalated. The “Company” has to provide BANK with details of an escalation matrix upto four levels & regional Head mentioning names, designation and contact details of the officials concerned.

The “Company” shall organize support Review meetings each quarter. The reviews shall be undertaken between Desktop Management Team of The Bank and the “Company” representatives.

09) Access of Service Engineers to the machines

- a) “Company” will ensure to deploy the right & qualified resources for implementation and post installation / Support activities. The list of service engineer deployed shall be shared by the “Company” with the Bank during the project kick-off
- b) Service Engineers/Representatives of the “Company” shall invariably carry their identity cards with them, without which they will not be allowed access to any Hardware of the BANK.
- c) Service Engineers of the “Company” shall have access to the Computer Systems/ Peripherals only after obtaining prior clearance from BANK’s authorized officials. No component of the System/data/ log information will be taken out of BANK without prior clearance from BANK’s authorized Officials.
- d) During the AMC period, the “Company/Company’s service engineers may have access to confidential information of the BANK for the purpose of resolving any issue covered by this Contract. The “Company” or service engineer shall not disclose at any point of time to any other person/ third party the information so received and shall use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also the “Company” may use the information only for serving BANK’s interest and restrict disclosure of information solely to those employees of “Company” having a need to possess such information in order to accomplish the purpose stated above and also advise each such employee, before he or she receives access to information, of the obligation of “Company” under this agreement and require such employees to maintain these obligations. Violation of this will lead to legal action and recovery of damages from the company.

10) Payment Terms

That the “Company” agrees that subject to the relevant clauses in this Agreement as applicable the amounts payable by the Bank to the “Company” shall be paid by the Bank centrally by way of a RTGS/NEFT in favor of the “Company”.

That Half yearly arrears on the basis of preventive maintenance reports, provided the preventive maintenance reports is submitted before 15th of the ensuing month. Accordingly the payment could be released after reconciliation with the detailed inventory / the Preventive maintenance Report duly signed by

- a) Service engineer of the company along with date
- b) Business Head /System Incharge along with stamp, code Number of official and date.

Payments will be released strictly as per the proper Preventive maintenance report.

Mode of payment will be subject to the following conditions on various tasks as under:-

I. Taxes and Duties: All Prices are Inclusive of Taxes.

II. Income / Corporate Taxes in India: The “Company” shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the “Company” shall include all such taxes in the contract price.

III. Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the “Company” as per applicable tax rules issued by Government of India from time to time. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the “Company” from his responsibility to pay any tax that may be levied in India on income and profits made by the “Company” in respect of this contract.

11) Service Level Parameters

a. The systems should be maintained in 100% perfect working condition.

b. **Break down resolution:** All breakdown calls are to be resolved within 24 hours of reporting. If the breakdown issue cannot be resolved within 24 hours, a compatible System of equivalent or higher specifications has to be installed within next 36 hours period. The breakdown penalties are as mentioned below.

The “company” will ensure 99% uptime for Desktops, printers, scanners and other peripherals failing which a penalty will be imposed. The breakdown time will be worked out as under:

- Total machines days (X) = (No Desktops / printers/scanners) * No of working Days in a quarter
- Breakdowns (Y) = (No Desktops/ printers/scanners) * No of breakdown days
- Percentage uptime = $[(X-Y) / X] * 100$

Down time percentage = 100 - Percentage uptime

- “Response Time” shall mean the interval from receipt of first information from the 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 Equipment to the time Company's Service Engineer reaches the site.

- "Repair Time" shall mean the interval from the time Company's Service Engineer gains access to the Equipment to the time the equipment 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 the Bank denies access to the Equipment by the Company Service engineer, within the scheduled working hours of the Bank.
 - Period when the Bank denies access to the Company Service 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.

12) **Hours of Service**

a) "Company" shall provide 10 AM to 5 PM service/support on all working days of the bank at the sites where the COMPUTER SYSTEMS are installed. However, at critical locations (i.e. RCC, Head Office, and Regional Offices) the service/support should be available on priority basis. The service call for all BU/Offices of UT J&K and Ladakh would be logged with the SPOC for J&K and Ladakh to be designated by the Company

The "Company" shall also keep all the modes of communication like Phone / Mobile Phone/ Fax/ 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 service 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.

- b) The Company shall attend the calls within 4(Four) hours after the call is logged. For the timings beyond scheduled working hours on normal working day the Company shall make a request to the Bank for allowing the entry. The down time of the equipment shall be the period the machine remains off, due to the Company's problem.
- c) Penalties shall be imposed in case of total uptime of setup during the Contract period is less than the committed uptime. Penalty will be recovered from any due to the company on half yearly basis although calculations shall be done on Quarterly basis. If any hardware has hardware failure on four or more occasions in a quarter, it shall be replaced by equivalent new equipment by the "Company" at no cost to the BANK within 30 days from the date of last failure. Till the replacement is provided, the original equipment has to be kept in running condition or else a standby provided and all services restored. However, penalties for breakdown as per SLAs defined in the tender will be applicable.

- d) The overall maximum penalty that can be imposed on the Company under this agreement shall not exceed 10% of the Total Contract Value.

13) Partial/ Full damage to Hardware

- a) If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by the BANK personnel or the damage by external factors, the BANK would bear the cost of the parts damaged but the onus of proving this will be on the "Company". However, the "Company" will be required to provide immediate system/ solution as standby with same configuration of same brand or higher and with all services restored as if it is a normal breakdown.
- b) In case of Partial/ Full damage or loss of the equipment due to reasons beyond the control of the BANK, like Theft, Fire etc, the "Company" should be in a position to supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown.
- c) In both the cases mentioned above in 14(a) and 14(b) fresh order will be placed by the BANK with the "Company" for the supply of the new hardware against the lost/ damaged equipment/ component. Monthly rental of 5% of basic Hardware cost will be payable to the "Company" for the equipment supplied as standby. If the "Company" does not provide standby equipment, the penalties for breakdown as per SLAs will be imposed.
- d) Service Engineers/ Representatives of "Company" shall invariably carry their identity cards with them, without which they will not be allowed to access BANK's Systems. Service Engineers of the "Company" shall have access to the Computer Systems/ Backup Solution only after obtaining clearance from BANK's authorized officials. No component of the System/ data/ log information will be taken out of BANK's premises without clearance from BANK's authorized Officials.
- e) When stand by machine breaks down, and then normal breakdown penalty as per SLA will be applicable.
- f) In case of **damage of hardware due to flood/fire/power fluctuation etc**, and also when the **repairing is on chargeable** basis, "Company" should provide stand by machine immediately and should give a report within 3-5 days of intimation of breakdown regarding the component/hardware to be repaired on chargeable basis or damaged permanently. If the "Company" has not submitted the report within 5 days, additional penalty will be charged.
- g) Also AMC for the Lost/Damaged equipment shall cease immediately after the submission of the report of the service Engineer declaring the machine as irreparable.

14) Miscellaneous Conditions:

- a) **Assignment:** Either party shall not assign in whole or in part, the obligations to perform under the contract, to any third party except with prior express consent of the other party
- b) **Limitation of liability:** Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be

liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of "Company"/"Company" to pay liquidated damages to the Bank and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total AMC Contract price with BANK under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

c) Arbitration and Conciliation

- i. This Agreement shall be governed by and construed in accordance with the laws of India read with the local laws of UT of Jammu and Kashmir including UT of Ladakh.
- ii. In the event of disputes, differences, claims and questions between the Parties hereto arising out of the 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 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 to 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 Jammu and conducted in English/Hindi Language.
- iii. The Court in Jammu alone shall have jurisdiction over such arbitration proceedings.
- iv. The award of Arbitration shall be final, conclusive and binding upon the parties hereto and an award of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. Such award shall be filled in any competent Court in Jammu.
- v. Each party will bear the expenses / costs incurred by it in appointing the Arbitrator. However, the cost of appointing the Chairman shall be borne equally by both the parties.

d) FORCE MAJEURE:

Notwithstanding anything contained in this Agreement, the parties shall not 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 (defined below) and in such case its obligation shall be suspended for so long as Force Majeure event continues. Each party shall promptly inform the other of the existence of Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, act of God, civil commotion, strikes or industrial action of any kind, riots,

insurrection, war, acts of Government, etc.

15) Documents

The “Company” shall submit the following documents along with the invoices, where the maintenance arrangements post installation is agreed at cost.

- a) Monthly reports showing the calls received for rectification of faults, with down time details.
- b) Report showing the details of preventive maintenance done during the half-year along with the part replacement at each computer component and/or computer systems.
- c) Preventive call reports properly signed and stamped by “Company” and Branch officials.
- d) Up to date call logging and escalation matrix.

16) 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.

17) PATENTS AND COPYRIGHT

In respect of third Party claims on the Bank for infringement by the “Company” in the provision of Services, the “Company” will defend the Bank against that claim at the “Company’s expense and pay all costs, damages, and reasonable attorney’s fees that a court finally awards, provided that the Bank promptly notifies the “Company” in writing of the claim and allows the “Company” to control defense of the claim and cooperates with the “Company” fully.

18) CONFIDENTIALITY

a) Parties to this AGREEMENT acknowledge and agree that in connection with this AGREEMENT, each Party will have access to information relating to the other Party’s or its Affiliate’s business affairs, operations, products, processes, methodologies, formulae, plans, projections, know-how, IP, market opportunities, “Company’s, customers, marketing activities, sales, software, computer and telecommunications systems, costs and prices, wage rates and records pertaining to finances and personnel (“Confidential Information”) and hereby agree not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than as strictly required for performance under this AGREEMENT. All such Confidential Information is and shall remain the exclusive property of the disclosing Party and no license shall be implied to be granted with respect to such Confidential Information by reason of the other Party’s access to such Confidential Information.

b) Each Party agrees to protect the Confidential Information of the other with the same standard of care and procedures used by each to protect its own Confidential Information of similar importance and at all by times using at least a reasonable degree of care.

c) Each Party shall undertake such precautions such as is sufficient to enable it to comply with all the terms hereof and to ensure similar compliance thereof by each such employee/

personnel so as to bind each such employee/ personnel to maintain complete and effective secrecy and confidentiality regarding any and all information whatsoever pertaining to the other Party's Confidential Information which comes to their knowledge in the course of undertaking any work or services in pursuance of this AGREEMENT.

d) Exclusions: The receiving Party shall be relieved of this obligation of confidentiality to the extent any such information:

- I. Was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving Party;
- II. Which is trivial or obvious;
- III. The receiving Party can prove that such information was known to it, without restriction, at the time of disclosure;
- IV. Is disclosed by the receiving Party with the prior written approval of the disclosing Party;
- V. The receiving Party can prove that such information was independently known by the receiving Party without any use of the disclosing Party's
- VI. Becomes known to the receiving Party, without restriction, from a source other than the disclosing Party without breach of this **AGREEMENT** by the receiving Party and otherwise not in violation of the disclosing Party's rights.

e) Parties agree that the terms and conditions of this AGREEMENT shall be treated as Confidential Information and that no reference to the terms and conditions of this AGREEMENT or to activities pertaining thereto can be made in any form without the prior written consent of the other Party; provided, however, that the general existence of this AGREEMENT shall not be treated as Confidential Information and that either Party may disclose the terms and conditions of this AGREEMENT:

- I. As required by any court or other governmental/regulatory body;
- II. As otherwise required by law;
- III. to legal counsel of the Parties and or the arbitrator(s);
- IV. In confidence, to accountants, bank's proposed investors or alliance partners, and financing sources and their advisors;
- V. In confidence, in connection with the enforcement of this AGREEMENT or rights under this AGREEMENT.
- VI. In confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

f) The Parties agree and acknowledge that a breach of any of the provisions of this Clause by either Party shall be deemed to be a material breach of the terms of this AGREEMENT by that Party.

29) **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 post or courier or facsimile or the address, facsimile number given below. any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three day 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).

The addresses referred to hereinabove are:

If to the Bank:

If to the Company:

20) The invalidity or unenforceability of any provisions 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.

21) This Agreement is on a principal-to-principal basis between the parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership, or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties.

22) This Agreement has been signed in duplicate, each of which shall be deemed to be an original.
Witnesses Mentioned below:-

**Agreed and signed On behalf of
J&K Grameen Bank**

Name.....

Designation.....

Place.....

Date.....

Witness (1)

Name.....

Designation.....

Place.....

Date.....

**Agreed and signed on behalf of
M/S,**

Name.....

Designation.....

Place.....

Date.....

Witness (1)

Name.....

Designation.....

Place.....

Date.....

*Note: (This SLA is for reference only and final SLA will be drafted after the selection of L1 bidder)

ANNEXURE B – COVERING LETTER FORMAT:

Offer Reference No.: _____

To:

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

TENDER REFERENCE NO:

Having examined the tender document including all Annexure the receipt of which is hereby duly Acknowledged, we, the undersigned, offer AMC for mentioned peripheral ,computers, printers, scanners, AV maintenance installation etc in conformity with the said tender 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 offer the solution from the date of Purchase Order

We agree to abide by this offer till ____ by the Bank 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 _____ 2020

Signature: _____

(in the Capacity of:) _____ Duly authorized to sign the offer for and on behalf of

Name:

Contact

No: Email

id

ANNEXURE C – Checklist for 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.

SNO	ITEM	DETAILS
1	Name of the Company	
2	Postal Address	
3	Telephone / Mobile / Fax Numbers	
4	Constitution of Company	
5	Name & Designation of the Person Authorized to make commitments to the Bank	
6	Email Address	
7	Year of Commencement of Business	
8	GSTIN Registration No	
9	Income Tax PAN No	
10	Whether OEM or System Integrator	
11	Name & Address of OEM/s.	
12	Brief Description of after sales services facilities available with the vendor	
13	Web Site address of the Company	

Annexure D: Compliance to Eligibility Criteria

The bidder needs to comply with all the eligibility criteria mentioned below. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of the Bank would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason what so ever.

The bidder must meet the following criteria to become eligible for bidding:

S. NO	Financial and other Requirement to be met by the Bidder	Supporting Document to be submitted	Bidding's Compliance (Yes/NO)	Supporting Reference / Remarks (Yes/NO)
1	The Bidder must be registered with Registrar of Companies / a Govt Organization/ PSU / PSE/ LLP or Private/ Public Limited Company in India	Copy of Certificate of Incorporation / Certificate of commencement of business		
2	The Bidder should have been in existence in India for the last three years as on 31.12.2019. The Firm should be experienced in computer and peripheral support services field for at-least three years.	Copy of Certificate of Incorporation / Certificate of commencement of business		
3	The Bidder should have a minimum annual turnover of Rs. 10 Crores (Rupees Ten Crores Only) in each of the last three financial years viz. 2016-17, 2017-18.and 2018-2019	Audited Financial statements for the financial years 2016-17, 2017-18. AND 2018-2019 with CA Certificate for the said period. The CA certificate should be without any conditions.		

4	The Bidder should have positive net worth in each of the last 3 financial Year's viz. 2016-17, 17-18.18-2019	Balance sheet and statement of Profit/Loss Account for each of the financial years 2016-17, 2017-18. AND 2018-2019 indicating net worth in Lacs with CA Certificate for the said period		
5	The Bidder should not have filed for Bankruptcy in any country.	Self-declaration confirming the Criteria.		
6	The Bidder should not have been blacklisted / barred by any Public Sector Bank, Government of India or any regulatory body in India at the time of bid submission.	Self-declaration confirming the criteria.		
7	The Bidder should justify their competency to extend timely service support in the areas irrespective of actual locations. Bank reserves the right to disqualify the bidder incase bank is not satisfied with the existing man power of the company.	Relevant document of existence man-power details with phone numbers to be attached for verification purposes		
8	The bidder should be currently engaged in similar AMC contract with minimum of two (2) schedule commercial banks/ RRB's.	Self-attested copies of Work Order to be submitted in this regard along with contact details of the firm for verification.		

9	The Bidder should have experience in design, deployment and management of enterprise protection suites from known anti-virus companies.	Relevant document for support		
10	The Bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder's Capability to provide / continue the services to Bank.	Self-declaration Confirming the criteria.		
11	The firm should have an income tax PAN, TIN No, GST No and the latest clearance certificate	Self-attested copies of PAN CARD, TIN NO, GST NO and latest income tax return to be submitted.		

Please enclose documentary proof for all the above criteria. In absence of these, the bids will not be considered for further evaluation. No further correspondence will be entertained in this case.

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.

ANNEXURE E: Bank Guarantee Format(EMD)

Offer Reference No.: _____

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

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 Maintenance of AV, System Software and Peripherals. (Hereinafter called the “RFP”) AND

WHEREAS, in terms of the conditions as stipulated in the RFP, the SI/OEM 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 Schedule 1 of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as “BANK GUARANTEE”) AND WHEREAS the SI/OEM has approached us, for providing the BANK GUARANTEE. AND WHEREAS at the request of the SI/OEM 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.....(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 SI/OEM of any of the terms and conditions contained in the RFP and in the event of the SI/OEM 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 SI/OEM 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 SI/OEM 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 SI/OEM after expiry of the relative guarantee period of the RFP and after the SI/OEM 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 may, at our sole discretion extend the period of Bank Guarantee on your request under intimation to the SI/OEM till such time as may be required by you.
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 SI/OEM 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 SI/OEM or any other forbearance, act or omission on your part or of any indulgence by you to the SI/OEM 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 SI/OEM 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 SI/OEM.

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 SI/OEM 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 SI/OEM 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, email 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 received .

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 SI/OEM 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 SI/OEM 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;
our liability under this Bank Guarantee shall not exceed

Rs.....(Rupees.....only) ;

This Bank Guarantee shall be valid up to ; and claim period of this Bank Guarantee shall be year/s after expiry of the validity period i:e up to

we are liable to pay the guaranteed amount or any part thereof only and only if you serve upon us a written claim for invoking the Bank Guarantee by or before the expiry of claim period I:e up to.....

15. We have the power to issue this Bank Guarantee in your favor 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 F- PERFORMANCE BANK GUARANTEE:

To:

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

WHEREAS(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at, hereinafter referred to as the VENDOR has undertaken to Supply and deliver the Hardware / Software, including supply of Spares, Comprehensive inland Transportation, Storage, their installation, Testing and Commissioning and demonstration of Guaranteed Performance and Training of Personnel in respect of Hardware / Software 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 favour 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 thereunder 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 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 OFFICER

MANAGER

ANNEXURE G: 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 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 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 Bank. It shall be the responsibility of the Company to fully cooperate and make available the requisite resources/evidences as mandated by J&K 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 and Ladakh, 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 endeavour 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 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 Jammu and conducted in English/Hindi 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

By:

(Signature)

Name: _____

Title: _____

Address:

Seal

RECIPIENT

By:

(Signature)

Name: _____

Title: _____

Address: Company

Company Seal