

## **The J&K Bank Ltd**

The J&K Bank Ltd invites sealed quotations for the Maintenance Contract of Network Equipment installed in various Branches / Offices across the country for a period of 3 Years. The sealed quotes should reach the following address latest by 7th September, 2014 - Date Extended.

Purchase Committee  
The J&K Bank Ltd  
Corporate Headquarters  
Moulana Azad Road Srinagar 190001  
Email: [pnc@jkbmail.com](mailto:pnc@jkbmail.com)

The sealed envelopes should be superscripted with "RFQ for AMC OF NETWORK EQUIPMENT – 2014/15" along with last date of submission.

### **1. Eligibility Criteria:**

The Bidder should fulfil the following criteria and shall submit the documentary evidence thereof:

- 1) The Company is an ISO 9001 certified company.
- 2) The bidder should be Gold certified channel partner of and should have Managed Services certification from Cisco and a Manufacturers Authorization letter to this effect shall be enclosed with the bid. Any Bid without an Authorization letter will be technically rejected and the commercials will not be opened for such bids.
- 3) The bidder should have its own service centre in Metros and should be staffed with technically qualified and adequately experienced staff in hardware / peripherals proposed to be maintained. These service centres should have been in existence in India for at least 2-3 years.
- 4) The bidder should have registered a turnover of at least Rs 250 crores per financial year for the last three financial years, (not inclusive of the turnover of associate companies) as per the audited accounts.
- 5) The bidder should have registered net profit (after tax) for at least three financial years (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 month will not be acceptable) in the immediate preceding three financial years as per the audited accounts.
- 6) The bidder should have the support foot print across the country particularly in J&K State and should have the experience in maintaining the banking setups.
- 7) The bidder should not be black listed in any of Govt/PSU or Banking sector in India in past 3 years.
- 8) Shortlisted Vendor shall do the detailed inventory validation to ascertain the serial Numbers of the devices to be covered under Maintenance Agreement. This will

be done by running an inventory collector from the Data Centre Operations CHQ / DC Gurgaon or physically verifying the devices which are inaccessible using central Management Console.

- 9) Any addition in the Inventory list needs to be incorporated as per the terms and prices frozen between Bank and Vendor.
- 10) The Vendor needs to ensure that the AMC terms are adhered to and provide the requisite access to the Bank for logging the call with Cisco TAC, Checking Contracts on Cisco Site etc.

## 2. BILL OF QUANTITIES:

SN O	PRODUCT	DESCRIPTION	QTY
1	<b>BRANCH ROUTERS - J&amp;K</b>		
	CISCO1841-SEC/K9	1841 Security Bundle,Adv.Security,64FL/256DR	304
	CAB-IND-10A	10A Power cable for India	304
	HWIC-2T	2-Port Serial WAN Interface Card	304
	CAB-SS-V35MT	V.35 Cable, DTE Male to Smart Serial, 10 Feet	304
	ACS-1841-RM-19	Rack mount kit for 1841	304
	S184ASK9-12415T	Cisco 1841 IOS ADVANCED SECURITY	304
	MEM1800-64CF	64MB Cisco 1800 Compact Flash Memory	304
	MEM1841-128U256D	128 to 256MB SODIMM DRAM factory upgrade for the Cisco 1841	304
	ROUTER-SDM-CD	CD for SDM software	304
2	<b>BRANCH SWITCHES - J&amp;K</b>		
	WS-C2960-24-S	Catalyst 2960 24 10/100 LAN Lite Image	151
	CAB-IND-10A	10A Power cable for India	151
3	<b>BRANCH SWITCHES - J&amp;K</b>		
	WS-C2950-24	24 port, 10/100 Catalyst Switch, Standard Image only	153
	CAB-ACE	Power Cord Europe	153
4	<b>CORPORATE HEADQUARTERS LAN SWITCHING</b>		
a	WS-C2960-48TT-L	Catalyst 2960 48 10/100 + 2 1000BT LAN Base Image	12
	CAB-IND-10A	10A Power cable for India	12

SN O	PRODUCT	DESCRIPTION	QTY
b	WS-C2960-24TT-L	Catalyst 2960 24 10/100 + 2 1000BT LAN Base Image	7
	CAB-IND-10A	10A Power cable for India	7
c	WS-C3750G-24T-S	Catalyst 3750 24 10/100/1000T + IPB Image	1
	CAB-STACK-50CM	Cisco Stack Wise 50CM Stacking Cable	1
	CAB-IND-10A	10A Power cable for India	1
	GLC-T=	1000BASE-T SFP	1
d	PWR-RPS2300	Cisco Redundant Power System 2300 and Blower, No Power Supply	1
	C3K-PWR-750WAC	Catalyst 3750-E / 3560-E 750WAC power supply	1
	CAB-IND-10A	10A Power cable for India	1
	CAB-RPS2300-E	RPS2300 Cable for Catalyst 3750E/3560E and 2960 PoE Switches	1
	BLNK-RPS2300	Bay Insert for Cisco Redundant Power System 2300	1
5	<b>CHQ &amp; ZO JAMMU ROUTERS (AGGREGATION ROUTERS)</b>		
	CISCO3845-SEC/K9	3845 Security Bundle, Adv Security,64F/256D	4
	NM-4T	4-Port Serial Network Module	4
	PWR-3845-AC/2	Cisco3845 redundant AC power supply	4
	WIC-2T	2-Port Serial WAN Interface Card	4
	CAB-ACE	Power Cord Europe	8
	CAB-SS-V35MT	V.35 Cable, DTE Male to Smart Serial, 10 Feet	4
	ROUTER-SDM	Device manager for routers	4
	S384ASK9-12401	Cisco 3845 Series IOS ADVANCED SECURITY	4
	PWR-3845-AC	Cisco 3845 AC power supply	4
	MEM3800-256D-INCL	256BM SDRAM default memory for 3800	4
	MEM3800-64CF-INCL	64MB Cisco 3800 Compact Flash Memory Default	4
6	<b>DR E-BANKING / MOBILE BANKING / MESSAGING SETUP</b>		
	FG-310B-BDL-UK	FG310B Bundle UTM with 1 Year Support	1
	FC-10-00312-901-02-24	Additional Bundle renewal for 24 Months	1

SN O	PRODUCT	DESCRIPTION	QTY
	ASM-So8	ASM-So8, 80GB HDD	1
	SP-FG310B-RPS	Redundant Power Supply	1
7	<b>DR INTERNET EDGE SWITCHING</b>		
	WS-C2960-24TT-L	Catalyst 2960 24 10/100 + 2 1000BT LAN Base Image	6
	CAB-IND-10A	10A Power cable for India	6
8	<b>DR INTERNET SETUP FIREWALLING</b>		
	ASA5520-AIP20-K9	ASA 5520 Appliance w/ AIP-SSM-20, SW, HA, 4GE+1FE, 3DES/AES	2
	CAB-ACE	Power Cord Europe	2
	SF-ASA-8.0-K8	ASA 5500 Series Software v8.0	2
	ASA-VPN-CLNT-K9	Cisco VPN Client Software (Windows, Solaris, Linux, Mac)	2
	ASA5520-VPN-PL	ASA 5520 VPN Plus 750 Peer License	2
	ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	2
	ASA-AIP-20-INC-K9	ASA 5500 AIP Security Services Module-20 included w/ bundles	2
	SF-ASA-AIP-5.1-K9	ASA 5500 Series AIP Software 5.1 for Security Service Module	2
	ASA-180W-PWR-AC	ASA 180W AC Power Supply	2
	ASA-ANYCONN-CSD-K9	ASA 5500 Any Connect Client + Cisco Security Desktop Software	2
9	<b>DC FORTINET SECURITY MANAGEMENT &amp; LOGGING SETUP</b>		
a	FortiManager-400B	Fortinet Centralized Policy Management Console	1
b	Forti-Analyser - 100C	Fortinet Centralized Reporting Console	1
10	<b>DR MUMBAI CORE SWITCH &amp; RPS</b>		
a	WS-C3750G-48TS-S	Catalyst 3750 48 10/100/1000T + IPB Image	2
	CAB-STACK-50CM	Cisco Stack Wise 50CM Stacking Cable	2
	CAB-IND-10A	10A Power cable for India	2
b	GLC-T=	1000BASE-T SFP	4
c	PWR-RPS2300	Cisco Redundant Power System 2300 and Blower, No Power Supply	1

SN O	PRODUCT	DESCRIPTION	QTY
	C3K-PWR-750WAC	Catalyst 3750-E / 3560-E 750WAC power supply	1
	CAB-IND-10A	10A Power cable for India	1
	CAB-RPS2300-E	RPS2300 Cable for Catalyst 3750E/3560E and 2960 PoE Switches	1
	BLNK-RPS2300	Bay Insert for Cisco Redundant Power System 2300	1
	CAB-RPS2300-E	RPS2300 Cable for Catalyst 3750E/3560E and 2960 PoE Switches	1
	CAB-RPS2300=	Spare RPS2300 Cable for Devices other than E-Series Switches	1
11	<b>DR PARTNER NETWORK TERMINATION</b>		
		Fortigate UTM Bundle	1
	FG-310B-BDL-UK	FG310B Bundle UTM with 1 Year Support	1
	FC-10-00312-901-02-24	Additional Bundle renewal for 24 Months	1
	ASM-So8	ASM-So8, 80GB HDD	1
	SP-FG310B-RPS	Redundant Power Supply	1
			1
12	<b>DC PARTNER NETWORK TERMINATION</b>		
		Fortigate UTM Bundle	2
	FG-310B-BDL-UK	FG310B Bundle UTM with 1 Year Support	2
	FC-10-00312-901-02-24	Additional Bundle renewal for 24 Months	2
	ASM-So8	ASM-So8, 80GB HDD	2
	SP-FG310B-RPS	Redundant Power Supply	2
13	<b>HCIL MPLS POP CE ROUTER - GGN</b>		
	CISCO1921-SEC/K9	Cisco1921/K9 with 2GE, SEC License PAK, 512MB DRAM, 256MB FI	1
	CAB-ACSA	AC Power Cord (India/South Africa), C13, BS 546, 1.8m	1
	CAB-V35FC	V.35 Cable, DCE, Female, 10 Feet	1
	HWIC-2FE	2 10/100 Routed Port HWIC	1
	S19UK9-15001M	Cisco 1941 IOS UNIVERSAL	1
14	<b>RCC MUMBAI MPLS ROUTER - Marine Lines</b>		

SN O	PRODUCT	DESCRIPTION	QTY
	CISCO2911/K9	Cisco 2911 w/3 GE,4 EHWIC,2 DSP,1 SM,256MB CF,512MB DRAM,IPB	1
	CAB-ACSA	AC Power Cord (India/South Africa), C13, BS 546, 1.8m	1
	CAB-V35FC	V.35 Cable, DCE, Female, 10 Feet	1
	HWIC-2FE	2 10/100 Routed Port HWIC	1
	PWR-2911-AC	Cisco 2911 AC Power Supply	1
	S29UK9-15001M	Cisco 2901-2921 IOS UNIVERSAL	1
15	<b>REPLICATION ROUTERS DC , DR &amp; BUNKER SITE</b>		
	CISCO3945E/K9	Cisco 3945 w/SPE250,4GE,3EHWIC,3DSP,4SM,256MBCF,1GBDRAM,IPB	3
	CAB-ACSA	AC Power Cord (India/South Africa), C13, BS 546, 1.8m	3
	CAB-V35FC	V.35 Cable, DCE, Female, 10 Feet	3
	HWIC-2FE	2 10/100 Routed Port HWIC	3
	S39EUK9-15101T	Cisco 3925-3945 SPE IOS UNIVERSAL	3
	MEM-3900-1GU2GB	1GB to 2 GB DRAM Upgrade	3
16	<b>L3 SWITCH AT BUNKER SITE (NLS)</b>		
a	WS-C3750G-48T-S	Catalyst 3750 48 10/100/1000T + IPB Image	1
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
	CAB-IND-10A	10A Power cable for India	1
b	GLC-T=	1000BASE-T SFP	2
17	<b>ACCESS CONTROL SERVER AT DR MUMBAI</b>		
	CSACS-1121-K9	ACS 1121 Appliance With 5.x SW and Base License with media	1
		3 Years Onsite Comprehensive Support (24/7/265)	
18	<b>DR MUMBAI CORE ROUTER</b>		
	CISCO3845-SEC/K9	3845 Security Bundle, Adv Security,64F/256D	1
	NM-4T	4-Port Serial Network Module	1
	PWR-3845-AC/2	Cisco3845 redundant AC power supply	1
	WIC-2T	2-Port Serial WAN Interface Card	1

SN O	PRODUCT	DESCRIPTION	QTY
	CAB-ACE	Power Cord Europe	2
	CAB-SS-V35MT	V.35 Cable, DTE Male to Smart Serial, 10 Feet	2
	CAB-V35MT	V.35 Cable, DTE, Male, 10 Feet	2
	ROUTER-SDM	Device manager for routers	1
	S384ASK9-12401	Cisco 3845 Series IOS ADVANCED SECURITY	1
	PWR-3845-AC	Cisco 3845 AC power supply	1
	MEM3800-256D-INCL	256BM SDRAM default memory for 3800	1
	MEM3800-64CF-INCL	64MB Cisco 3800 Compact Flash Memory Default	1
19	<b>DR MUMBAI CORE SWITCH EXTENSION</b>		
	WS-C3750-24TS-E	Catalyst 3750 24 10/100 + 2 SFP Enhanced Multilayer Image	1
	CAB-ACE	AC Power Cord, Europe	1
20	<b>DC GGN MESSAGING FIREWALL SETUP</b>		
	ASA5520-AIP20-K9	ASA 5520 Appliance w/ AIP-SSM-20, SW, HA, 4GE+1FE, 3DES/AES	1
	CAB-ACE	Power Cord Europe	1
	SF-ASA-8.0-K8	ASA 5500 Series Software v8.0	1
	ASA-VPN-CLNT-K9	Cisco VPN Client Software (Windows, Solaris, Linux, Mac)	1
	ASA5520-VPN-PL	ASA 5520 VPN Plus 750 Peer License	1
	ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	1
	ASA-AIP-20-INC-K9	ASA 5500 AIP Security Services Module-20 included w/ bundles	1
	SF-ASA-AIP-5.1-K9	ASA 5500 Series AIP Software 5.1 for Security Service Module	1
	ASA-180W-PWR-AC	ASA 180W AC Power Supply	1
	ASA-ANYCONN-CSD-K9	ASA 5500 Any Connect Client + Cisco Security Desktop Software	1

### 3. MINIMUM SLA & AGREEMENT REQUIREMENTS

1. 8X5XNBD and 24x7x365 support from System integrator for period of 3 Years for Branches and Central Locations respectively on the Project. This includes Maximum period of 4 hours hardware resolution. Travel time of 3 hours / 100 KMs shall be considered from the Nearest Zonal Office Location where System Integrator shall ensure presence of Engineers to minimise turnaround time.

2. All the Products / Services quoted should mandatorily be back lined with OEM with 8X5XNBD Support on Cisco and FortiCare 24X7 Comprehensive Support from Fortinet for period of 3 years.
3. The bidder shall ensure that the equipment is back lined with OEMs for requisite support and shall submit the proof of the same along with invoices.
4. The vendor should be capable of meeting the service & support standards as specified in this RFQ. Vendors are also required to submit, along with its offer, a detailed support plan providing complete details like address of the support centre, number of service engineers available along with their names, telephone/mobile numbers, fax number, spares that will be stocked for warranty/AMC service etc. This plan must cover all the locations that have been indicated in the list of the locations as given in Annexure-I.
5. For locations in Jammu & Srinagar, Vendor will keep requisite spares at JKB premise and also provide qualified and certified engineers at Jammu and Srinagar to ensure SLAs are adhered to. The Spares to be kept should at least be 5% of the Inventory which should be replenished and filled in as required.
6. In case of a severity 1 and 2 problem, if the Vendor engineer is unable to arrive at the root cause of the technical problem within 1 hour on reaching the JKB premise he will immediately raise a case with internal TAC.
7. In case of a severity 1 and 2 problem, if the technical problem is not resolved within 2 hrs of Internal TAC being notified then the case will be opened with Cisco TAC on severity 1 or 2.
8. The Bank will have access to Cisco TAC as well as to all the valid contracts for support.
9. All the s/w or OS upgrades released by Cisco recommended and found suitable by bank during the course of the AMC contract will be installed by the Vendor as required by the Bank.
10. All configuration changes to be made will be planned with JKB and made during an approved change window.
11. At least once a year Network inventory and config audit will be done by the Vendor to suggest product upgrades or design changes. This will be done at JKB's Datacentre at Gurgaon or DC Operations Srinagar. JKB will ensure access to the premise and network. The first such audit will be done on beginning of the contract which will enable both parties to have a uniform list of devices with their serial numbers etc.
12. The company shall ensure the following SLA's are met during the AMC Period:
 

➤ Remote Locations under 8x5xNBD	99%
➤ Cities under 8x5xNBD	99.5%
➤ Metros under 24x7x365	99.9%

a) The uptime of the sites shall be calculated using a standard formula as:



Uptime %age of the site = (X-Y)/X where X is the number of Hours /Calander Year, Y is the downtime Hours.

- b) "Percentage down time" shall mean the aggregate of downtime of the particular system during the year expressed as a percentage of total available time in a year i.e. 365 \* 24 hours. Thus, if the aggregate downtime of System works out to 87.6 hours during a year then the percentage downtime shall be calculated as follows:

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

- c) "Response Time" shall mean the interval from receipt of first information from Bank to the company, or to the local contact person of the Company by way of any means of communication informing them of the malfunction in Equipment to the time Company's Engineer reaches the site.
- d) "Repair Time" shall mean the interval from the time Company's 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.
- e) "Down Time" shall mean the interval between the time of reporting of failure to the time of completion of repair. Down Time is the sum of response time and repair time with the following exclusions:
- Period when Bank denies access to the Equipment by the Company engineer, within the scheduled working hours of the Bank.
  - Period when Bank denies access to the Company Engineer due to the non-availability of authorized Bank staff during the scheduled hours.
  - Period when no malfunction is located provided the reasons for non functionality are beyond the scope of the machine as demonstrated.
  - The Company shall attend the calls within reasonable timings convenient to the Bank. For the timings beyond scheduled working hours (8X5XNBD or 24x7x365) the Company shall make a request in writing 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.

13. Penalties shall be imposed in case of total uptime of Setup during the Contract period is less than the committed uptime. As a penalty, the Warranty will be extended by two month for every 1% downtime up to a maximum of 5%. In case the uptime goes below 95%, the Bank reserves the right to cancel the order and/or revoke the performance Bank Guarantee that may have been produced for seeking payment of quarterly charges in advance without any notice. The uptime calculations shall be done on Quarterly basis

14. The Project cannot be contracted to any other vendor/partner without the written permission from the Bank.

#### 4. SCHEDULE OF PAYMENT:

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

➤ **Quarterly Post rendering of Services or in advance subject to submission of Performance Bank Guarantee for the period of 90 days.**

➤ **Income / Corporate Taxes in India:** The Supplier 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 Supplier shall include all such taxes in the contract price.

➤ **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 Supplier. 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 Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

#### 5. EARNEST MONEY DEPOSIT (EMD):

Vendors are required to give EMD by way of a Demand Draft/Bank Guarantee valid for 180 days from the due date of the tender for Rs. 2,50,000/- (Rupees two lakh fifty thousand only) as Earnest money Deposit (EMD) along with their Offer. Offers made without E.M.D. will be summarily rejected.

The format for the Bank Guarantee is attached to this RFQ document.

#### 6. INDEMNITY:

The Bidder hereby indemnifies, protects and saves J&K Bank and holds J&K Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:

- (i) An act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement.
- (ii) Breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder.
- (iii) Bonafide use of the deliverables and or services provided by the Bidder
- (iv) Misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

- (v) Claims made by the employees, sub-contractor, sub-contractors employees, who are deployed by the Bidder, under this contract.
- (vi) Breach of confidentiality obligations of the Bidder
- (vii) Gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this agreement.

The Bidder shall further indemnify J&K Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on J&K BANK for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- (i) J&K BANK notifies the Bidder in writing immediately on being aware of such claim.
- (ii) The Bidder has sole control of defence and all related settlement negotiations. Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidders representatives, and not just arising out of gross negligence or misconduct etc., as such liabilities pose significant risk. The Bidder shall indemnify J&K BANK (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:
  - Non-compliance of the Bidder with Laws / Governmental Requirements.
  - Intellectual Property infringement or misappropriation.
  - Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
  - Breach of any terms of Agreement, Representation or Warranty.
  - Act of omission or commission in performance of service.
  - Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by J&K BANK arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save J&K BANK against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 read with amendments in IT Act 2008 in respect of all the hardware, software and network equipment or other systems supplied by them to J&K BANK from whatsoever source, provided J&K BANK notifies the Bidder in writing as soon as practicable when J&K BANK becomes aware of the claim however:

- (I) The Bidder has sole control of the defence and all related settlement negotiations.

- (II) J&K BANK provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and
- (III) J&K BANK does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where J&K BANK is required by any authority/ regulator to make a comment / statement/representation.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by J&K BANK arising out of claims made by its customers and/or regulatory authorities.

## **7. LIABILITY:**

The selected bidder shall indemnify the J&K BANK and be liable for loss due to malfunctioning of the equipment or any software as supplied by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.

## **8. TERMINATION OF CONTRACT:**

### **For Convenience:**

J&K BANK, by written notice sent to the bidder, may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The Notice of termination shall specify that the termination is for convenience. Such termination shall not be deemed as a breach of contract. JK Bank agrees to pay the bidder for all the unpaid services due to the bidder up to the date of termination.

### **For Insolvency:**

J&K BANK may at any time terminate the contract by giving written notice to the bidder, if the bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to the bidder, Provided that such termination will not prejudice or affect any right of action of remedy which has accrued or will accrue thereafter to J&K BANK.

### **For Non-performance**

J&K BANK reserves its right to terminate the contract in the event the supplier repeatedly fails to maintain the service levels prescribed by J&K BANK in scope of work of this RFP.

## **9. LIQUIDATORY DAMAGES:**

The selected bidder shall indemnify J&K BANK and be liable for loss due to malfunctioning of the equipment or any software as maintained by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.

## 10. FORCE MAJEURE:

Notwithstanding the provisions of the RFP, the successful bidder or J&K BANK shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving J&K BANK or bidders fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the bidder shall promptly notify J&K BANK in writing of such condition and cause thereof. Unless otherwise directed by J&K BANK in writing, the bidder shall continue to perform its obligations under contract as far as possible.

## 11. RESOLUTION OF DISPUTES:

All disputes or differences between J&K BANK and the bidder shall be settled amicably. If, However, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at J&K State.

- a) J&K BANK and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- b) If, the Bank and the Supplier have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

### **The dispute resolution mechanism to be applied shall be as follows:**

- I. In case of Dispute or difference arising between J&K BANK and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by J&K BANK and the Supplier. The third Arbitrator shall be chosen by mutual discussion between J&K BANK and the Supplier.
- II. Arbitration proceedings shall be held at J&K State, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- III. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

## **12. APPLICABLE LAWS:**

The Contract shall be interpreted in accordance with the laws of the Union of India read with local laws of the state of Jammu & Kashmir and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of J&K BANK falls.

## **13. GOVERNING LAWS:**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India read with Local Laws of J&K State.

## **14. ADDRESS OF NOTICES:**

Following shall be address of J&K BANK and Bidder J&K BANK address for notice purpose:

President & Chief Technology Officer,  
J&K Bank Ltd,  
Technology & IS Division,  
Corporate Headquarters, 5<sup>th</sup> Floor,  
M A Road, Srinagar, 190 001 Kashmir (India)  
Supplier's address for notice purpose:  
(To be filled by supplier)

## 15. ANNEXURE E - BANK GUARANTEE:

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

To,

President,  
Technology & IS Division  
J&K Bank Ltd.  
Corporate Headquarters, M A Road  
Srinagar, 190 001 Kashmir (India)

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ..... India (hereinafter referred to as "the VENDOR") proposes to tender and offer in response to RFQ Ref. No. **JKB-T&ISD/NTWRK/AMC 2014/15** for Empanelment of vendors for AMC of Network Equipment and Allied Items (hereinafter called the "RFQ") AND

WHEREAS, in terms of the conditions as stipulated in the TENDER, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a scheduled commercial bank in India in your favour to secure the order under Schedule 1 of the Tender in accordance with the Tender Document (which guarantee is hereinafter called as "BANK GUARANTEE") AND WHEREAS the VENDOR has approached us, ..... for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed TENDER to you, WE, .....having .....Office at....., India have agreed to issue the BANK GUARANTEE.

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees .....only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the VENDOR of any of the terms and conditions contained in the Tender and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the TENDER 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 VENDOR of their obligations in terms of the TENDER.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the Tender and after the VENDOR had discharged all his obligations under the Tender and produced a certificate of due completion of work under the said Tender and submitted a " No Demand Certificate " provided always that the guarantee shall in no event remain in force after the day of .....without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the time of performance of the Tender or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said Tender and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR or by any variation or modification of the Tender 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 VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.

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

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



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

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

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

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

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

14. Notwithstanding anything contained herein above;

- i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;
- ii) this Bank Guarantee shall be valid up to and including the date ..... ; and
- iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

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

For and on behalf of  
Branch Manager

Seal

Address