



REQUEST FOR PROPOSAL (RFP)



J&K Bank

(RFP FOR SELECTION OF SYSTEM INTEGRATOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF CAPTIVE SETUP FOR SECURE INTERNET GATEWAY SOLUTION)



Table of Contents

1. REQUEST FOR PROPOSAL:4

2. INSTRUCTION TO BIDDERS:.....5

3. EVALUATION OF TECHNICAL BIDS:6

4. FINANCIAL & FINAL BID EVALUATION:7

5. REQUIREMENT BRIEF & SCHEDULE OF REQUIREMENTS – BOQ:.....7

6. QUALIFICATION CRITERIA:14

7. TERMS & CONDITIONS:15

8. OFFER VALIDITY PERIOD:15

9. ADDRESS FOR COMMUNICATION:15

10. PROPOSAL OWNERSHIP:15

11. MODIFICATION & WITHDRAWL OF OFFERS:.....15

12. OPENING OF TECHNICAL OFFERS:15

13. PRELIMINARY SCRUTINY:.....15

14. CLARIFICATION OF OFFERS:15

15. NO COMMITMENT TO ACCEPT ANY OFFER:.....16

16. DOCUMENTATION:16

17. SUBMISSION OF TECHNICAL DETAILS:16

18. MAKE, MODELS & PART NUMBERS:16

19. FORMAT FOR TECHNICAL OFFER:17

20. FORMAT FOR COMMERCIAL OFFER:17

21. ERASURES OR ALTERATIONS:18

22. LOCATION OF INSTALLATION:18

23. COST & CURRENCY:18

24. FIXED PRICE:18

25. NEGOTIATIONS:19

26. SHORT-LISTING OF VENDORS:19

27. QUANTATIVE REQUIREMENT & RIGHT TO ALTER QUANTITIES:19



| | | |
|-----|--|-----------|
| 28. | LIABILITIES TO J&K BANK: | 19 |
| 29. | PROPOSAL PROCESS MANAGEMENT: | 19 |
| 30. | QUALIFICATION CRITERIA: | 19 |
| 31. | TERMS & CONDITIONS: | 21 |
| 32. | DELIVERY PERIOD & INSTALLATION: | 23 |
| 33. | ORDER CANCELLATION: | 23 |
| 34. | RECEIVING & OPENING OF TENDERS: | 24 |
| 35. | REPEAT ORDERS: | 24 |
| 36. | FORMAL SUPPLIES & SERVICES AGREEMENT:..... | 24 |
| 37. | VALIDITY OF QUOTATION: | 24 |
| 38. | SCHEDULE OF PAYMENT:..... | 24 |
| 39. | EARNEST MONEY DEPOSIT (EMD): | 25 |
| 40. | CONFIDENTIALITY: | 25 |
| 41. | INDEMNITY: | 25 |
| 42. | LIABILITY:..... | 26 |
| 43. | TERMINATION OF CONTRACT: | 26 |
| 44. | LIQUIDATORY DAMAGES: | 26 |
| 45. | FORCE MAJEURE: | 27 |
| 46. | RESOLUTION OF DISPUTES:..... | 27 |
| 47. | APPLICABLE LAWS:..... | 28 |
| 48. | GOVERNING LAWS:..... | 28 |
| 49. | ADDRESS OF NOTICES: | 28 |
| 50. | ANNEXURE A – COVERING LETTER FORMAT: | 29 |
| 51. | ANNEXURE B – DETAILS OF VENDOR:..... | 30 |
| 52. | ANNEXURE C – MANUFACTURER’S AUTHORISATION FORM (MAF):..... | 31 |
| 53. | ANNEXURE E - BANK GUARANTEE:..... | 32 |
| 54. | ANNEXURE F- PERFORMANCE BANK GUARANTEE:..... | 35 |



1. REQUEST FOR PROPOSAL:

SELECTION OF SYSTEM INTEGRATOR FOR:

a) SUPPLY AND INSTALLATION & SUPPORT FOR SETTING UP MULTIPLE SECURE INTERNET GATEWAYS.

J&K Bank has secure Internet Gateways across 5 locations of Bank employing multiple technologies including Microsoft TMG 2010 Setup. As part of Technology Lifecycle refresh, Bank intends to upgrade the Internet Gateway Setups across all five locations of Bank with Centralized Management, Monitoring and Reporting Capabilities.

This is to solicit Expression of Interest from Original Equipment Manufacturers (OEMs) having visible footprint in Indian BFSI Segment for Supply, Deployment and Sustenance of Captive Secure Internet Gateway Solution for 5 Locations of Bank with Centralized Management, Monitoring and Extensive Reporting Capabilities.

This is to solicit **Proposals for Selection of System Integrator** for Supply, Deployment and Sustenance of Captive Secure Internet Gateway Solution for 5 Locations of Bank with Centralized Management, Monitoring and Extensive Reporting Capabilities. The details are as under:

Opening of technical offers:

| | |
|--|--|
| Tender Reference No. | JKB-T&ISD/NTWRK/IGS-SOL/2016-01 |
| BID Document Price | 20,000/- |
| EMD (Earnest Money Deposit) | INR 5 Lacs Only |
| Last Date for Receipt of Tenders | 20 th May 2016, 3PM |
| Date & Time of Opening of Technical Offer | 21 st May 2016, 11AM (unless communicated) |
| Address of Communication | Purchase Committee, Office of Vice-President Central Purchase Committee, J&K Bank Corporate Headquarters, M A Road Srinagar, 190 001 Kashmir (India) |
| Contact Telephone Numbers | Phone: XXXXXXXXXXXX, XXXXXXXXXXXX |
| Email ID | Email ID: pnc@jkbmail.com |
| Web Site Details | www.jkbank.net |



Technical offers received by the Bank will be opened in the presence of the vendor's representatives who choose to attend the opening on the date and time specified above. Only the Vendors who have submitted their offer in response to this tender are permitted to attend the opening.

It is essential that all clarifications / queries, if any, be submitted to the Bank at least 7 days before the last date for receipt of Offers.

Technical Specifications, Terms and Conditions and various format for submitting the Tender Offer are described in the tender document and its Annexures.

Earnest Money Deposit (EMD) must accompany the original Technical Offer as specified in this tender document. Offers received without EMD will be rejected.

2. INSTRUCTION TO BIDDERS:

a) TWO BID SYSTEM OFFER

Two copies of the offers (both Technical & commercial) must be submitted at the same time, giving full particulars in **TWO SEPARATE sealed envelopes** at the Bank's address given below, on or before 15.00 hours on 15th May 2016:

Office of Vice-President
Central Purchase Committee,
J&K Bank
Corporate Headquarters, M A Road
Srinagar, 190 001 Kashmir (India)

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

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

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

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

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

Type of Offer: (Technical or Commercial)

Copy: (Original or Duplicate)

Tender Reference Number:

Due Date:

Name of the Vendor:

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



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

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

EMD (DD/BG/CDR) should be kept in original Technical Offer being submitted to the Bank.

The EMD submitted by the unsuccessful vendors will be returned soon after the completion of the process. The EMD of the successful vendor will be returned after completion of the contract against submission of Performance Bank Guarantee.

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

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

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

3. Evaluation of Technical Bids:

The selection of the bidders shall be based on Quality cum Cost Based Selection (QCBS) Methodology i.e. the aggregate scores of the prequalification and technical bid (60% weightage) and Commercial bids (40% weightage) will be made. The threshold score for technical qualification would be 60 out of 100 marks based on the evaluation method given below.

| SNO | Criteria | Description | Criteria Points | Maximum Marks |
|-----|------------------------|---|-----------------|---------------|
| 1 | BIDDER EXPERIENCE | Having provided Any Secure Internet Gateway Solution connecting a minimum of 1000 Users I during the last Three years i.e. 12-13, 13-14, 14-15 and 15-16 across any Vertical. | | 25 |
| | | 3 Projects and Above | 25 | |
| | | 2 Projects | 15 | |
| | | 1 Project | 10 | |
| 2 | NOC | Bidder having its own NOC (24/7/365) | | 20 |
| | | OWN NOC | 10 | |
| | | REDUNDANT NOC | 20 | |
| 3 | SECURE GATEWAY PROJECT | Bidder having deployed proposed OEM Solution at locations:- | | 25 |
| | | 3 or more than 3 Locations | 25 | |
| | | 2 Locations | 20 | |
| | | 1 Location | 15 | |



| | | | | |
|---|-------------------|---|----|------------|
| 4 | SUPPORT ENGINEERS | Bidder Has OEM Certified Employees on proposed Technology | | |
| | | Greater than 10 | 30 | 30 |
| | | Greater than 5 up to 10 | 20 | |
| | | Up to 5 Engineers | 15 | |
| | | Total Score | | 100 |
| | | Qualification Score | | 60 |

4. FINANCIAL & FINAL BID EVALUATION:

Financial bids of those bidders will be opened who obtain minimum qualifying technical scores.

The total cost of the project (for 3 years) quoted by bidders will be considered for calculation of financial marks.

The commercial quotes shall be calculated as:

- Financial Marks = (Minimum Financial quote / Financial Quote) X 100

Where

Financial Marks = Normalized financial marks of the bidder under consideration.

Financial Quote = Evaluated cost of bidder under consideration

Minimum Financial quote = Minimum evaluated cost of any bidder

Final score for Evaluation of bids shall be calculated as under:

Final Scores = (0.60 x Technical Marks) + (0.40 x Financial Marks)

Where

Final Scores = Overall evaluated marks (score) of Bidder under consideration

Technical Marks = Technical marks (score) for the Bidder under consideration

Financial Marks = Normalized financial marks (score) of the Bidder under consideration

5. REQUIREMENT BRIEF & SCHEDULE OF REQUIREMENTS – BOQ:

Bank Intends to migrate its Internet Exit Gateways at 5 Locations and intends to procure the Internet Security Gateway Solution for the said locations with user licenses as under:-

- CHQ, Srinagar with requirement of 1000 Concurrent Users Licenses.
- Jammu Zonal office with requirement of 1000 Concurrent Users Licenses.
- DC Noida with requirement of 500 Concurrent Users Licenses.
- BKC Mumbai with requirement of 100 Concurrent Users Licenses



- a) As a baseline requirement, the licensing model has to be based on number of Concurrent users at any given point of time. The users can be different however the count shall not exceed the limit mentioned above at 5 (a to d).

| ITEM NO | BASELINE REQUIREMENTS | COMPLIANCE |
|---------|--|------------|
| 1 | The solution should be a hardened Web Proxy, Caching, Web based Reputation filtering, URL filtering, Antivirus and Anti-malware appliance. All the functionalities should be in a single appliance only. | |
| 2 | The web proxy appliance should not allow end users connections directly to the internet. The appliance should maintain user connections & initiate connections to the internet on behalf of end clients. | |
| 3 | The appliance based Solution should be provided with hardened Operating System. The underlying operating system and hardware should be capable of supporting following:- <ul style="list-style-type: none"> a) 1000 Concurrent Users expandable to 3000 on same Hardware For Kashmir Zone b) 1000 Concurrent Users expandable to 3000 users on same Hardware for Jammu Zone c) 500 Users Each at DC/DR expandable to 1000 Users on Same Hardware d) 100 concurrent users expandable to 300 Users on same Hardware | |
| 4 | The operating system should be secure from vulnerabilities and hardened for web proxy and caching functionality. | |
| 5 | The appliance should support at least 2.5 TB of disk space with Raid 10 support. | |
| 6 | Appliance should support redundant power supplies, Raid 10 & hot swappable hard drives from day one. | |
| 7 | Provision of active/active High Availability is required. The Solution should support High Availability from Day one | |
| 8 | The solution should support explicit forward proxy mode deployment in which client applications like browsers are pointed towards the proxy for web traffic. | |
| 9 | The Solution should support at least 5 Network interfaces and Separate Management port for Out of Band Management. | |
| 10 | The forward proxy mode deployment should support single IP proxy configuration and dual IP proxy configuration where one IP will be of local LAN and another IP will be of other Zone | |
| 11 | The solution should also support transparent mode deployment using WCCP v2 and L4 switches/PBR (Policy-based Routing) | |



| ITEM NO | BASELINE REQUIREMENTS | COMPLIANCE |
|---------|---|------------|
| 12 | The appliance should support hosting proxy auto-config files that defines how web browsers can automatically choose the appropriate web proxy for fetching a URL. | |
| 13 | The solution should allow to deploy the appliance in explicit proxy as well as transparent mode together. | |
| 14 | The solution should support proxy configuration in a Chain. The Lower end proxies at spoke locations should be able to forward the request to an Higher end proxies at Hub Location forming a Chain of Proxies | |
| 15 | The solution should support configuration to use Split DNS. It should be able to refer to different DNS for Different Domains e.g. (root DNS for all external domains and internal DNS for organization domain | |
| 16 | The solution should have facility to do IP spoofing. When enabled, requests originating from a client should retain the client's source address and appear to originate from the client instead of the appliance. This is useful in scenarios where policies are based on original IP and logging/reporting is required to track activity of individual IP basis. | |
| 18 | The proposed solution should be a Fast Web Proxy and should support HTTP, FTP and HTTPS proxy. | |
| 19 | The solution should support HTTPS decryption. The Cryptographic Module should be FIPS Compliant. | |
| 20 | The solution should support scanning of the https decrypted traffic by the on-board anti-malware and/or anti-virus engines. | |
| 21 | The solution should provide the flexibility of deciding whether to decrypt https traffic or not to the solution administrator. The solution should offer three aspects to decide. These are: | |
| | 1) URL category based decryption | |
| | 2) Web Reputation based decryption | |
| | 3) Default action for the specific policy | |
| 22 | HTTPS decryption should provide flexibility to have multiple decryption policies and should not be just a Global action | |
| 23 | Should support the functionality to block applications that attempts to tunnel non-HTTP traffic on ports typically used for HTTP traffic. | |
| 25 | Should support the functionality for blocking non-SSL traffic on SSL ports & should also support the functionality to tunnel the transaction. | |



| ITEM NO | BASELINE REQUIREMENTS | COMPLIANCE |
|---------|--|------------|
| 26 | The solution should act as an FTP proxy and enable organizations to exercise granular control, including: allow/block FTP connections, restrict users/groups, control uploads/downloads, and restrict sent/received files to certain types or sizes. | |
| 27 | The solution should be capable of blocking specific files downloads and based on size and per user group basis. It should also provide option to block object using MIME File types. | |
| 28 | The solution should allow administrator to define access to internet based on IP addresses, range of IP addresses, subnet and CIDR basis. It should also support to be forced for Authentication from Specific IP addresses, Subnet or CIDR's | |
| 29 | The solution should support integration with active directory and/or LDAP. This should allow administrator to define user or group based access policies to Internet | |
| 30 | The solution should support Multiple Auth Servers / Auth Failover using Multi Scheme Auth (NTLM and LDAP). It should also support authentication exemption. | |
| 31 | The solution should support granular application control over web eg. Facebook controls like block file upload, block posting text, enforcing bandwidth limits on application types. | |
| 32 | Should detect Phone Home attempts occurring from the entire Network. It should also detect the PC's that are already infected with Malware in the Network across all network ports that attempts to bypass port 80. | |
| 33 | Solution should support scanning of traffic on all ports to match against domain names & IP addresses against entries in it's own database table which should be continuously updated. | |
| 34 | It should support actions to allow traffic to & from known allowed & unlisted addresses & block traffic to & from known malware addresses & should support monitoring suspected malware addresses. | |
| 35 | The solution should support providing bandwidth limit/cap for streaming media application traffic. This should be possible at the Global level as well as at a per policy level. | |
| 36 | The appliance should have support for at least 1 industry known Anti Malware/Anti Virus engine that can scan HTTP, HTTPS and FTP traffic for web based threats, that can range from adware, browser hijackers, phishing and pharming attacks to more malicious threats such as rootkits, Trojans, worms, system monitors and Key loggers and as defined by the organizations policy. | |
| 37 | Please mention the antimalware engine. If the solution has more than 1 engine, name both of them. | |
| 38 | With AV/Anti-Malware engine scanning when a URL causes different verdicts from the scanning engine the appliance should perform the most restrictive action. | |



| ITEM NO | BASELINE REQUIREMENTS | COMPLIANCE |
|---------|--|------------|
| 39 | The AV/Malware engines should protect at least against the follow types of malware/threats: Adware, Browser Helper Object, Commercial system monitor software's, Dialer, Generic spyware, Hijacker, Phishing URL, potentially unwanted applications, Trojan downloader, virus, worm etc. | |
| 40 | The solution should provide Web Reputation Filters that examine every request made by the browser (from the initial HTML request to all subsequent data requests) – including live data, which may be fed from different domains to assign a web based score to determine the likelihood that it contains url-based malware. | |
| 41 | The Web Reputation Filters should have capability to analyze more than 100 different web traffic and network-related parameters to accurately evaluate the trustworthiness of a URL or IP address. | |
| 42 | Solution should also support in participating by providing information to the cloud based servers to increase the efficacy & reputation based scoring. | |
| 43 | The Appliance should have customizable setting in the Web Based Reputation Services, like Allow, Scan and Block based on the scoring settings by the Administrator. | |
| 44 | The solution should scan for Incoming and outgoing traffic. | |
| 45 | The solution shall provide option to scan all ports at wire speed, detecting and blocking spyware activity trying to connect to the outside Internet. By tracking all 65,535 network ports and all protocols, the solution shall effectively mitigate malware that attempts to bypass Port 80 | |
| 46 | The solution should have an inbuilt URL filtering functionality with multiple pre-defined categories. | |
| 47 | The solution should support creation of custom URL categories for allowing/blocking specific destinations as required by the Organization. | |
| 48 | The web Proxy should support following actions like allow, monitor, block, time-based access. Should also support displaying a warning page but allows the user to continue clicking a hypertext link in the warning page. | |
| 49 | Provision should be available to enable Real Time Dynamic categorization that shall classify in real time in case the URL the user is visiting is not already under the pre-defined or custom categories database. | |
| 50 | The solution should have facility for End User to report Mis-categorisation in URL Category. | |
| 51 | Support portal should give facility to end user to check URL category and submit new URL for categorization | |
| 52 | Solution should support filtering adult content from web searches & websites on search engines like google. | |



| ITEM NO | BASELINE REQUIREMENTS | COMPLIANCE |
|---------|---|------------|
| 54 | The solution should support signature based application control. For instance, it should allow Facebook but should support blocking of only chat or file transfer or playing games within Facebook. This blocking should be based on signature and not URL. The application signature database should be updated periodically by the vendor. Mention the number of signatures available in the current release or mention the number of web based applications that can be blocked by the current signature set. Solution should support following end user notification functionalities. | |
| 56 | The proxy should support the functionality to display a custom message to the end user to specify the reason the web request is blocked. | |
| 57 | When the website is blocked due to suspected malware or URL-Filters it should allow the end user to report that the webpage has been wrongly misclassified. | |
| 58 | The solution should support the functionality of redirecting all notification pages to a custom URL to display a different block page for different reasons. | |
| 59 | Should support the functionality to force users to explicitly agree to the terms and conditions for browsing the World Wide Web from the organization’s network to let the user know that the Organization is monitoring their web activity. | |
| 60 | Appliance should support the functionality to remove a Url from the cache & also support specifying a Url or domain to never cache. | |
| 61 | Should support the functionality to apply per user bandwidth controls to content served from the web cache in addition to the content served from web servers. | |
| 62 | Appliance should support the functionality to specify how long the Web Proxy keeps open a connection to a client or server after a transaction has been completed. | |
| 63 | Appliance should support the functionality for how long the Web Proxy waits for more data from an idle client or server when the current transaction has not been completed. | |
| 64 | Appliance should support the functionality to specify the maximum number of connections (sockets) the Web Proxy keeps open with servers. | |
| 65 | Appliance should support forwarding HTTP “X-Forwarded-For” headers. | |
| 66 | The remote support from principal company should be available via India Toll Free and Email. The Support Portal access should be provided for Case management, knowledgebase, new version information, tools etc. | |
| 67 | The Support Engineers should be able to login to appliance using secure tunneling methods such as SSH for troubleshooting purposes | |



| ITEM NO | BASELINE REQUIREMENTS | COMPLIANCE |
|---------|--|------------|
| 68 | The appliance should have diagnostic network utilities like telnet, traceroute, nslookup and tcpdump/packet capture. | |
| 69 | The appliance should provide seamless version upgrades and updates. | |
| 70 | Appliance should support a web interface that includes a tool that traces & can simulate client requests as if they were made by the end users and describes Web Proxy processes the request for troubleshooting purpose. It should support simulating HTTP GET & POST requests. | |
| 71 | The appliance should be manageable via HTTP or HTTPS | |
| 72 | The appliance should be manageable via command line using SSH | |
| 73 | For emergency, the appliance should have serial console access. | |
| 74 | The Proxy Log should be scalable. The log formats shall include Apache, Squid and W3C. | |
| 75 | Solution should support automatic “rollover” & archive the log file when it reaches admin defined maximum file-size or time interval like daily/weekly rollover of logs. | |
| 76 | Should support compressing rolled over log files before storing them on disk to reduce disk space consumption. | |
| 77 | The appliance should support following mechanism to transfer log files: | |
| 78 | Should support remote FTP client to access the appliance to retrieve log files using an admin or operator user’s username and password. | |
| 79 | Periodically pushing log files to an FTP server. | |
| 80 | Periodically pushes log files using the secure copy protocol to an SCP server on a remote computer. | |
| 81 | Sending logs to a remote syslog server confirming to RFC 3164. | |
| 82 | The retention period should be customizable. Options should be provided to transfer the logs to an FTP server using FTP or SCP. | |



| ITEM NO | BASELINE REQUIREMENTS | COMPLIANCE |
|---------|---|------------|
| 83 | Informative and exhaustive set of reports on User Activity and URL filtering activities (GUI to report past activity, top usage users and top malware threat) | |
| 84 | Reports on Bandwidth Consumed / Bandwidth Saved | |
| 85 | Product to maintain detailed proxy access logs that can be searched via filters, for easy location of any desired access of the user and to see how the product dealt with it | |
| 86 | Solution should also support centralized reporting. | |
| 87 | Detailed report on an IP basis should be provided on the L4 traffic monitoring / Network Layer Malware Detection. | |
| 88 | It should support reporting web requests blocked due to web reputation & blocked by malware | |
| 89 | Solution should support generating a printer-friendly formatted pdf version of any of the report pages. Should also support exporting reports as CSV files. | |
| 90 | Solution should support to schedule reports to run on a daily, weekly, or monthly basis. | |
| 91 | Should support system reports to show CPU usage, RAM usage, percentage of disk space used for reporting & logging. | |
| 92 | Support should cover all upgrades for the time period the licenses and support purchased from principal vendor | |
| 93 | Should have the ability to proxy, monitor, and manage IPv6 traffic. | |
| 94 | Solution should be FCAPS Compliant and should have integration Capabilities with Standard SIEM, Malware Sandbox and DLP Solutions. | |
| 95 | Solution should have extensive centralized reporting capabilities and all necessary requirements should form part of solution for extensive reporting to meet Industry, legal and regulatory compliances. | |

6. QUALIFICATION CRITERIA:

Only the vendors who meet all the qualifications mentioned in “**Qualification Criteria**” and Comply with the “**Terms & conditions**” of the tender are eligible to participate in the tender.



7. TERMS & CONDITIONS:

The Terms and conditions for vendors who participate in this tender are specified in the section named “**Terms and Conditions**”. These terms and conditions are binding on all the vendors. These terms and conditions will also form part of the purchase order, to be issued to the successful vendor(s) on the outcome of the tender process.

8. OFFER VALIDITY PERIOD:

The Offer should hold good for a period up till 30/09/2016.

9. ADDRESS FOR COMMUNICATION:

Office of Vice-President
Central Purchase Committee,
J&K Bank
Corporate Headquarters, M A Road
Srinagar, 190 001 Kashmir (India)

10. PROPOSAL OWNERSHIP:

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

11. MODIFICATION & WITHDRAWL OF OFFERS:

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

12. OPENING OF TECHNICAL OFFERS:

Technical Offers received within the prescribed closing date and time will be opened in the presence of vendor’s representatives who choose to attend the opening of the Offer on the date and time specified in this tender document. The vendor’s representatives present shall sign a register of attendance.

13. PRELIMINARY SCRUTINY:

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

14. CLARIFICATION OF OFFERS:

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



15. No COMMITMENT TO ACCEPT ANY OFFER:

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

16. DOCUMENTATION:

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

17. SUBMISSION OF TECHNICAL DETAILS:

It is mandatory to provide the technical details in the exact format of Technical Details & Specifications given in this tender. **The offer may not be evaluated /may be rejected by the Bank** in case of non-adherence to the format or partial submission of technical information as per the format given in the offer. The deviations in the technical requirements should be mentioned in the Technical Offer only and on the contrary specifying the deviations elsewhere in the offer is not acceptable and will not be considered.

The Bank shall not allow/permit changes in the technical specifications after due date for submission of offers. The relevant product information, brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the Offer could result in disqualification.

Bidders must put page number on every page of the bid. It is also required that page nos. of the documents attached should be mentioned against each item of the main bid. Every bid document should be signed and stamped by authorized signatory

18. MAKE, MODELS & PART NUMBERS:

It is mandatory to provide make, model and part numbers of all items and their subcomponents as asked in the technical specification. The Offer may not be evaluated and/or will be liable for rejection in case of non-submission or partial submission of make, model and part numbers of the items offered. The successful bidder must certify that no counterfeit and refurbished IT Products are supplied.

This data must be provided to our Department at HO, prior to dispatch of the equipment to the locations.

During the course of the contract when the supplier is maintaining the setup, complete record should be kept of all the changes made to the configuration for any system that undergoes part replacement. The specifications of each replacement part should be equivalent or better than that of the original.



The successful bidder must give an undertaking signed by the Company Secretary that all components used in the machines supplied are original, not end of sale at the time of shipment and not re-furbished.

19. FORMAT FOR TECHNICAL OFFER:

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

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

- a) Index
- b) Earnest Money Deposit (EMD)
- c) Covering letter. This should be as per **Annexure A.**
- d) **Terms and Conditions Compliance.**
- e) Details of the vendor, as per **Annexure B.**
- f) Bill of materials and Column complying the same or documenting the Deviations.
- g) Technical Proposal, Design Document and capabilities Write-ups.
- h) Warranty details. This should not contain any price information in Technical Offer.
- i) Delivery schedule.
- j) Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
- k) Manufacturer's Authorization Form (if applicable) as per **Annexure C.**
- l) **Copy of Highest Certification from OEM's.**
- m) Track record of installations / Projects.
- n) Vendor's Financial Details (audited Balance Sheets & Profit and Loss account etc.) and other supporting documents, as asked in the tender document

20. FORMAT FOR COMMERCIAL OFFER:

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

- A. Index
- B. Covering letter
- C. Commercial Version of Bill of Materials and Price Schedule
- D. A statement that the vendor is agreeable to the Payment schedule given in the tender.
- E. All these should be properly paginated.



- F. The quoted prices shall be all inclusive i.e., inclusive of all applicable taxes, duties etc. There will be no price escalation for the total period for which commercials have been quoted. The commercial should not contain anything other than pricing part. More particularly, statement or request for deviation in either Technical specifications or Terms & Conditions specified in the Tender should not form part of Commercial Offer. In case if any commercial offers contain such requests or submissions the offer will be summarily rejected without any further process or communication in this regard. Any commercial offer, which is conditional and /or qualified or subjected to suggestions, will also be summarily rejected.

21. ERASURES OR ALTERATIONS:

The Offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

22. LOCATION OF INSTALLATION:

The tentative address of the locations where the equipment needs delivery, installation and support services is enumerated at ANNEXURE D.

23. COST & CURRENCY:

The Offer must be made in Indian Rupees only, including the following:

- A. Cost of the equipment specified
- B. Installation and commissioning charges, if any,
- C. Minimum of three years comprehensive on-site warranty covering all parts & labor. This period will start from the date of project implementation completion duly signed by Bank.
- D. Packing, Forwarding and Transportation charges up to the site.
- E. Insurance to cover equipment up to the installation at site and handing it over to the Bank.
- F. All taxes and levies and FOR Destinations.
- G. Vendors have to make their own arrangements for obtaining road permits wherever needed.

24. FIXED PRICE:

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes and levies. No price increase due to increases in customs duty, excise, tax, dollar price variation etc. will be permitted. However, any downward revision of customs duty, excise, tax, dollar price, the benefit of which has to be passed on to the Bank.



25. NEGOTIATIONS:

It is absolutely essential for the vendors to quote the **lowest price** at the time of making the offer in their own interest, as the Bank will not enter into any price **negotiations, except with the lowest quoting vendor (L1)**, in case of necessity, whose Offer is found to be technically in line with the tender specifications.

Bank is at its desecration to rope in OEM for Price negotiations in Case it is not satisfied with the L1 quote.

26. SHORT-LISTING OF VENDORS:

The Bank will prepare a short-list of technically qualifying vendors and the commercial offers of only these vendors will be opened. The Bank will intimate the date and time of opening of Commercial Offers to the vendors whose Offer is technically in line with the tender requirements.

27. QUANTATIVE REQUIREMENT & RIGHT TO ALTER QUANTITIES:

The Bank would need to mentioned approximate quantities of equipment over a period of one year, However **It must be noted that the Bank is at its discretion to place orders for the equipment as and when needed up to the extent of actual requirement during the period of contract.**

28. LIABILITIES TO J&K BANK:

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

29. PROPOSAL PROCESS MANAGEMENT:

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

30. QUALIFICATION CRITERIA:

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

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

- A. The bidding Company should be an ISO Certified Company.
- B. The bidder should have highest certification of OEM he represents and must have Manufacturers Authorization permission to participate in the RFP. The Letter (MAF) should mandatorily be submitted along with the bid. Any Bid without the documents will be technically rejected and the commercials will not be opened for such bids.



- C. The bidder should have registered a turnover of at least Rs 300 Crores per financial year for the last three financial years, (not inclusive of the turnover of associate companies) as per the audited accounts.
- D. 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.
- E. The Bidder should have Manufacturers' authorization and a direct back-to-back support agreement with the OEM for the equipment's / Software included in the proposed solution. The support agreement should include the activities like Post-Sales support, Technical Assistance support, Spare support, Upgrades and Updates etc. for the period of 3 Years.
- F. The OEM of offered equipment should be profitable for the last three consecutive financial years. A declaration from OEM duly signed by company authorized signatory should be submitted in support of being in profit for the last three years.
- G. The Bidder should be in the Network System Integration Business i.e. Design Supply, Services and Support business for at least past 3 consecutive years in India. Certificate of commencement of certificate issued by registrar companies. Proof of being in the business in India should be submitted
- H. The bidder should have a fully functional Customer Service Centre with 24/7 accessibility. The centralized trouble-ticketing tool for call logging, monitoring and troubleshooting purpose should have 24/7 access via a published number and email ID(Attach Certificate)
- I. The OEM whose solution is being proposed should have 24/7/365 TAC Operable from India.
- J. The Bidder should have successfully executed at least one networking projects of similar nature (same proposed OEM) in Financial Institution/ Govt. Organization/ Public Sector/Private Sector in the last 3 years in India.
- K. Bidder should not have been blacklisted / barred by Government of India or any regulatory body in India in last 5 years
- L. Shortlisted Vendor shall have the detailed discussions about the Deployment plan and deliverables.
- M. The Bidder must give compliance statement of all the items along with all terms and conditions.
- N. The Bank reserves the right to carry out the capability assessment of the bidder and the Banks decision shall be final in this regard.
- O. Quoting Bidders must put page number on every page of the bid. It is also required that page nos. of the documents attached should be mentioned against each item of the main bid. Every bid document should be signed and stamped by authorized signatory
- P. The Bank may conduct the field experiments from time to time to ascertain if Service Levels are being maintained. The Bank reserves the right to cancel the contract under repeated violations of the specified and mutually agreed SLA parameters.



- Q. Bidder not complying with above conditions or not providing complete information as described shall not be considered.

31. TERMS & CONDITIONS:

1. All the Products / Services quoted should mandatorily be back lined with OEM with 24X7X365 Support for period of 3 years.
2. The Solution quoted should be with Premium licenses for all the features supported by the Box.
3. The Bidder shall ensure to quote for all the required equipment / components / Software's enabling the solution. Any component which forms part of the solution and found missing at the time of Implementation shall have to be taken care of by the bidder at its own cost.
4. The System Integrator has to engage with bank and OEM to understand the existing Setup and Design, Deploy and Sustain the Solution including Product Support / Subscriptions etc., for a period of 3 years.
5. 24x7x365 support from System integrator for period of 3 years on the Project.
6. The Vendor will ensure to deploy the right & qualified resources for implementation and post installation / Support activities. The list of on roll engineer deployed shall be shared by the Company with the Bank during the project kick-off and Bank shall have right to converse with the resources and accept or seek alternate resources if not satisfied with existing resources.
7. The vendor should be capable of meeting the service & support standards as specified in this tender. Vendors are also required to submit along with their 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.
8. 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 30 Minutes on reaching the JKB premises it will immediately raise a case with internal TAC.
9. In case of a severity 1 and 2 problem, if the technical problem is not resolved within 1 hr of Internal TAC being notified then the case will be opened with OEM TAC on severity 1 or 2.
10. The Bank will be provided the direct access to all the valid contracts for support.
11. All the s/w or OS upgrades released by OEMs, recommended and found suitable by bank during the course of the contract will be installed by the Vendor as required by the Bank.
12. All configuration changes to be made will be planned with JKB and made during an approved change window.
13. At least once a year configuration audit shall be done by the Vendor to suggest configuration / design changes. This will be done at JKB's Remote Operations at Srinagar or at DC Noida. JKB will ensure access to the premises and network.
14. The Solution quoted mandatorily has to be in High-availability mode.



15. The company shall ensure the following SLA's are met during the Contract Period:

➤ Project Uptime 99.5%

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 (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.

f) 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 6%. In case the uptime goes below 95%, the Bank reserves the right to cancel the order and/or revoke the performance Bank Guarantee without any notice. The uptime calculations shall be done on Quarterly basis.



16. If the Vendor fails to deliver and/or install the equipment ordered within the stipulated time schedule or by the date extended by the Bank, the same shall be treated as a breach of contract. In such case, the Bank may invoke the Bank Guarantee without any notice. In the event of the Bank agreeing to extend the date of delivery at the request of the Vendor, it is a condition precedent that the validity of Bank Guarantee shall be extended by further period as required by the Bank before the expiry of the original Bank Guarantee. Failure to do so will be treated as breach of contract. In such an event the Bank reserves its right to invoke the Bank Guarantee.
17. Appropriate insurance to cover the equipment up to delivery to the Bank at the respective Site shall be taken by the Vendor.
18. At the discretion of the Bank, there will be an acceptance test conducted by the Bank's officials and/or its nominated Agency after installation. In case of serious discrepancy in Equipment installed including the software, the Bank may reject the entire Equipment.
19. Liquidatory Damages shall be imposed on the company on its failure to meet the delivery schedule as mentioned in the Purchase order duly accepted by the Company, LD @ of 1% per week per site for the first two weeks, and thereafter LD @ 2% per week, per site shall be levied from any amount payable to the company subject to a maximum of 6% of the value of Purchase Order. In case of any further delays beyond the period stipulated herein the bank shall be entitled to cancel the order and invoke the Bank Guarantee.
20. The Project cannot be contracted to any other vendor/partner without the written permission from the Bank.
21. The bidder shall ensure a comprehensive Administrative training is provided to the team of officials (5 – 6 Members) handling the setup.

32. DELIVERY PERIOD & INSTALLATION:

The delivery period of the said tasks/services/installation/Hardware Delivery should be maximum 6 Weeks after issuing Award of Contract and firm purchase order on the Company.

33. ORDER CANCELLATION:

The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:

1. Delay in offering Equipment for PDI (Pre Dispatch inspection) beyond 4-6 weeks from the date of Purchase Order.
2. Delay in delivery/installation beyond 5/6 weeks from the date of delivery instruction.
3. Serious discrepancy noticed during the pre-dispatch inspection.
4. Repetitive hardware failures/poor service after the delivery and acceptance of a lot by the Bank



5. Any other reason.

In addition to the cancellation of purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the supplier.

34. RECEIVING & OPENING OF TENDERS:

The Last Date for submission of offers are 15th May 2016 3PM.

35. REPEAT ORDERS:

Bank reserves the right to place repeat order/s on the bidder under the same terms and conditions during the period of contract. The bidder should note that as hardware rates normally come down, hence the rates shall be subject to downward revision based on market movement of rates. The bank reserves the right to re-negotiate the price with the bidder for downward revision of the prices.

36. FORMAL SUPPLIES & SERVICES AGREEMENT:

The shortlisted bidder will sign the formal supplies and services contract with the bank within 15 days from the award of contract.

37. VALIDITY OF QUOTATION:

The proposal must be valid for minimum 120 days from the date of opening of quotations. The Bank reserves the right to request the firms for the extension of the validity of the quotations. The Bidder will be at liberty to accept or reject the request for increasing the validity.

38. SCHEDULE OF PAYMENT:

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

- **70% on Delivery of Equipment at Sites.**
- **20% on Installation of the Equipment and Solution.**
- **10% on production of Performance Bank Guarantee for a period of 3 Years.**
- **Taxes and Duties:** The Prices quoted by the supplier should be FOR Destinations.
- **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.



39. 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. 5,00,000/- (Rupees Five lakhs only) as Earnest money Deposit (EMD) along with their Offer. Offers made without E.M.D. will be summarily rejected. (For each Offer, a separate EMD must be submitted). The format for the Bank Guarantee is attached to this tender document (Annexure E).

40. CONFIDENTIALITY:

The Vendor shall (whether or not he submits the tender) treat the details of the documents as secret and confidential.

41. INDEMNITY:

The Bidder shall 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 fulfill 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 defense 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:

1. Non-compliance of the Bidder with Laws / Governmental Requirements.
2. Intellectual Property infringement or misappropriation.
3. Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
4. Breach of any terms of Agreement, Representation or Warranty.
5. Act of omission or commission in performance of service.
6. 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 defense 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.

42. 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.

43. 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 the extent to which performance of the bidder under the contract is terminated and the date upon which such termination become effective.

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.

44. 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 supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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, 5th Floor,
M A Road, Srinagar, 190 001 Kashmir (India)
Supplier's address for notice purpose:
(To be filled by supplier)



50. ANNEXURE A – COVERING LETTER FORMAT:

Offer Reference No.: _____

To:

Purchase Committee,
Office of Vice-President
Business Support Division, J&K Bank
Corporate Headquarters, M A Road
Srinagar, 190 001 Kashmir (India)

TENDER REFERENCE NO: JKB- JKB-T&ISD/NTWRK/IGS-SOL/2016-01

Having examined the tender document including all Annexures the receipt of which is hereby duly Acknowledged, we, the undersigned, offer to supply, deliver and install Secure Internet Gateway Setup 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 Secure Internet Gateway Setup within 4 weeks from the date of Purchase Order and complete delivery & installation within 3/4 weeks of delivery instructions as specified in terms and conditions.

We agree to abide by this offer till 31st December 2016 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 _____ 2016

Signature: _____

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

Name:
Contact No:
Email id



51. ANNEXURE B – 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 | Sales Tax Registration No | |
| 9 | Income Tax PAN No | |
| 10 | Service Tax Registration No | |
| 11 | Whether OEM or System Integrator | |
| 12 | Name & Address of OEM/s. | |
| 13 | Brief Description of after sales services facilities available with the vendor | |
| 14 | Office Address locations in J&K State | |
| 15 | Web Site address of the Company | |



52. ANNEXURE C – MANUFACTURER’S AUTHORISATION FORM (MAF):

No. _____ dated _____

Offer Reference No.: _____

To,

Purchase Committee,
Office of Vice-President
Business Support Division, J&K Bank
Corporate Headquarters, M A Road
Srinagar, 190 001 Kashmir (India)

Dear Sir,

REFERENCE: JKB-T&ISD/NTWRK/IGS-SOL/2016-01

We _____ who are established and reputed manufactures of _____ having factories at _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above tender.

We confirm that our Network business alone had a turnover exceeding Rs ---- Crore (Rupees ---- crores) per annum in last three financial years. (I.e. 2013-14, 2014-15 and 2015-16).

We hereby extend our full guarantee and warranty in respect of the product as per terms and conditions of the tender and the contract for the equipment and services offered against this tender by the above firm.

Yours faithfully,

(Name)

for and on behalf of

M/s _____

(Name of manufactures)

Note: This letter of authority should be on the letterhead of the manufacturer(s) and should be signed by a competent person representing the manufacturer.



53. 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 tender Ref. No. JKB-T&ISD/NTWRK/IGS-SOL/2016-01 for Empanelment of vendors for Supply and Installation of Network Equipment and Allied Items (hereinafter called the "TENDER") 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,havingOffice 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.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the VENDOR of any of the terms and conditions contained in the 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 ofwithout prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the 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



54. Annexure F- PERFORMANCE BANK GUARANTEE:

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, hereinafter referred to as the VENDOR has undertaken to Supply and deliver the Hardware / Software, including supply of Spares, Comprehensive inland Transportation, Storage at site, 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