



**Online Request for Quotation (e-RFQ)  
For  
“Renewal of (BREP Business Ready  
Enhancement Plan) licenses for Microsoft Dynamics NAV”**

**e-RFQ Ref. No: JKB/CHQ/T&D/BREP-NAV/2025-1585  
Dated: 01-12-2025**

Issued By  
J&K Bank  
Technology & Development,  
Fifth Floor, Corporate Headquarters  
MA Road, Srinagar  
Phone No :+91- 9797539960

## SCHEDULE OF RFQ

e-RFQ Reference No.	RFP Ref. No: JKB/CHQ/T&D/BREP-NAV/2025-1585 Dated: 01-12-2025
Date of Issue of RFQ	04-12-2025
RFQ Description	Renewal of (BREP Business Ready Enhancement Plan) licenses for Microsoft Dynamics NAV
Issuer of the RFQ-Department	Technology & Development Department
Bank's Communication Details	J&K Bank Technology & Development, Ground Floor, Air India Building, Residency Road, Srinagar Ovais Ali Phone No -9797539960 email id - ovais.ali@jkbmail.com
RFQ Application Fee (Non - Refundable )	Rs.500/- (Rupees Five Hundred Only) to be deposited through Transfer / NEFT to the below detailed A/c: <b>Account Name: Tender Fee/ Cost Account</b> <b>16-digit Account No: 9931530300000001</b> IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarter
Earnest Money Deposit ( EMD) ( Refundable )	Rs.30,000/- (Rupees Thirty Thousand Only) to be deposited through transfer / NEFT to the following A/c with Bank details given as: <b>Account Name: Earnest Money Deposit (EMD)</b> <b>16-digit Account No: 9931070690000001</b> IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001  (EMD is exempted for all Start-ups as recognized by DPIIT/DIPP)
Performance Bank Guarantee	Nil
Bid Document Availability including changes/amendments, if any to be issued	NIT can be downloaded from and submitted on Bank's e-Tendering Services Provider's Portal <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a> from December 04, 2025, 16.00 Hrs. to December 18 , 2025, 17.00 Hrs.

<p><b>Pre-bid Queries submission Date and Mode</b></p>	<p>All Clarifications / Queries shall be raised online only through e-Tendering Portal <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a> by or before <b>December 10, 2025</b></p>										
<p><b>Clarifications to pre-bid queries will be provided by the Bank.</b></p>	<p>All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on <b>December 13, 2025.</b></p>										
<p><b>Last date and time for Bid submission</b></p>	<p><b>December 18 , 2025, 17.00 Hrs.</b></p>										
<p><b>Submission of online Bids</b></p>	<p>As prescribed in Bank’s online tender portal <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a></p>										
<p><b>Date and time of opening of bid</b></p>	<p>To be notified separately</p>										
<p><b>Corrigendum</b></p>	<p>All the Corrigendum will be uploaded on online tender portal <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a> only</p>										
<p><b>For e-Tender related Queries</b></p>	<p><b>Service Provider:</b></p> <p>M/s. E-procurement Technologies Limited                  ( Auction Tiger ) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College,                  Ahmedabad- 380006, Gujarat</p> <p><b>Help Desk:</b></p> <table border="1" data-bbox="628 1267 1406 1588"> <thead> <tr> <th data-bbox="628 1267 735 1328">Sr. No</th> <th data-bbox="735 1267 1406 1328">Name</th> </tr> </thead> <tbody> <tr> <td data-bbox="628 1328 735 1386">1</td> <td data-bbox="735 1328 1406 1386">Sandhya Vekariya - 6352631968</td> </tr> <tr> <td data-bbox="628 1386 735 1447">2</td> <td data-bbox="735 1386 1406 1447">Suraj Gupta - 6352632310</td> </tr> <tr> <td data-bbox="628 1447 735 1527">3</td> <td data-bbox="735 1447 1406 1527">Ijlalaehmad Pathan - 6352631902</td> </tr> <tr> <td data-bbox="628 1527 735 1588">4</td> <td data-bbox="735 1527 1406 1588">Imran Sodagar - 9328931942</td> </tr> </tbody> </table>	Sr. No	Name	1	Sandhya Vekariya - 6352631968	2	Suraj Gupta - 6352632310	3	Ijlalaehmad Pathan - 6352631902	4	Imran Sodagar - 9328931942
Sr. No	Name										
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## **DISCLAIMER**

The information contained in this RFQ document or any information provided subsequently to bidder(s) whether verbally or in documentary form/email by or on behalf of the J&K Bank is provided to the bidder(s) on the terms and conditions set out in this RFQ document and all other terms and conditions subject to which such information is provided. This RFQ is neither an agreement nor an offer and is only an invitation by the J&K Bank to the interested parties for submission of bids. The purpose of this RFQ is to provide the bidder(s) with information to assist the formulation of their proposals. While effort has been made to include all information and requirements of the Bank with respect to the solution requested, this RFQ does not claim to include all the information each bidder may require. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFQ and wherever necessary obtain independent advices/clarifications. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFQ. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ. The Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFQ document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on it.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFQ. Failure to furnish all information required under this RFQ or to submit a Bid not substantially responsive to this RFQ in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The issue of this RFQ does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFQ.

The Bidder shall, by responding to the Bank with a bid/proposal, be deemed to have accepted the terms of this document in totality without any condition whatsoever and accepts the selection and evaluation process mentioned in this RFQ document. The Bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFQ. All costs and expenses incurred by interested bidders in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions,

demonstrations, etc. and providing any additional information required by J&K BANK, will be borne entirely and exclusively by the Bidder.

The bidder shall not assign or outsource the works undertaken by them under this RFQ assignment awarded by the Bank without the written consent of the Bank. The Bidder hereby agrees and undertakes to Indemnify the Bank and keep it indemnified against any losses, damages suffered and claims, action/ suits brought against the Bank on account of any act or omission on part of the Bidder, its agent, representative, employees and sub-contractors in relation to the performance or otherwise of the Services to be provided under the RFQ. The bidders shall not assign or outsource the works undertaken by them under this RFQ awarded by the Bank, without the written consent of the Bank.

## List of Abbreviations

<b>DC</b>	<b>Data Centre</b>
<b>DR</b>	<b>Disaster Recovery</b>
<b>HA</b>	<b>High Availability</b>
<b>BG</b>	<b>Bank Guarantee</b>
<b>OEM</b>	<b>Original Equipment Manufacturer</b>
<b>PBG</b>	<b>Performance Bank Guarantee</b>
<b>SP</b>	<b>Service Provider</b>
<b>EMD</b>	<b>Earnest Money Deposit</b>
<b>SLA</b>	<b>Service Level Agreement</b>
<b>NDA</b>	<b>Non-Disclosure Agreement</b>
<b>SI</b>	<b>System Integrator</b>
<b>TCO</b>	<b>Total Cost of Ownership</b>
<b>API</b>	<b>Application Program Interface</b>
<b>PO</b>	<b>Purchase Order</b>
<b>RFQ</b>	<b>Request for Quotation</b>
<b>BREP</b>	<b>Business Ready Enhancement Plan</b>

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## A-INTRODUCTION

### 1. Brief About Bank:

The Jammu and Kashmir Bank Limited (J&K Bank / Bank) having its Corporate Headquarters at M.A Road Srinagar, J&K -19001 has its presence throughout the country with 1000+ Branches and more than 1400 ATMs. The Bank uses Information Technology in all spheres of its functioning by connecting all its branches and offices through its WAN. J&K Bank functions as a universal Bank in Jammu & Kashmir and as a specialized Bank in the rest of the country. Bank functions as a leading bank in the Union Territories of Jammu & Kashmir and Ladakh and is designated by Reserve Bank of India as its exclusive agent for carrying out banking business for the Government of Jammu & Kashmir and Ladakh. J&K bank caters to banking requirements of various customer segments which includes Business enterprises, employees of government, semi-government and autonomous bodies, farmers, artisans, public sector organizations and corporate clients. The bank also offers a wide range of retail credit products, including home, personal loans, education loan, agriculture, trade credit and consumer lending, a number of unique financial products tailored to the needs of various customer segments. The Bank, incorporated in 1938, is listed on the NSE and the BSE. Further details of Bank including profile, products and services are available on Bank's website at <https://www.jkbank.com>

### 2. Purpose of RFQ

Bank is using Microsoft Dynamics NAV 2016 & has subscribed to the Business Ready Enhancement Plan (BREP) licenses to avail various benefits & continuity in terms of the following:

- New version rights: Which enables to stay ahead of technology advances through new version rights and updates.
- Updates and tax and regulatory releases: Help ensure the ongoing value of our Microsoft Dynamics solution by staying up to date and running at peak performance with service packs and hotfixes available through the mainstream or modern support phase. It ensures access to new government regulatory and tax documents, and updates to help our organization stay legally compliant.
- Access to Customer Source: Self-support tools available through the Customer Source online portal.

The objective of this RFQ is to solicit proposals from vendors for renewal of Subscription & Support for below mentioned BREP (Business Ready Enhancement Plan) licenses for Microsoft Dynamics NAV for a period of one Year from a vendor who can offer a suitable, cost effective offer and process all the procurements with greater transparency.

S.No	Description
1	BREP License renewal for Microsoft Dynamics NAV Perpetual

	40 Full Concurrent User CAL-Upgrade, 265 Limited Concurrent User CAL - Upgrade, 80 Tables, 400 Pages, 200 Reports
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BREP license renewal for Microsoft Dynamics NAV is to be supplied for a period of 1 year.

### 3. Eligibility Criteria

J&K Bank shall scrutinize the Eligibility bid submitted by the bidder. A thorough examination of supporting documents to meet each eligibility criteria (Annexure D) shall be conducted to determine the Eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Commercial Evaluation.

Interested Bidders, who can supply the Licenses to Bank and meet the General Eligibility Criteria as per Annexure D will be considered for commercial evaluation. Any credential/supporting detail mentioned in “Annexure D - Compliance to Eligibility Criteria” and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

### 4. Scope of Work

The scope of work shall broadly cover end to end renewal of the BREP licenses for the Microsoft Dynamics NAV Solution procured by the bank. Currently Bank is using Microsoft Dynamics NAV 2016. However Annual BREP (Business Ready Enhancement Plan) licenses are due for renewal. As such the Bank is interested in renewal of BREP licenses for Microsoft Dynamics NAV for below mentioned items for a period of One (1) Year.

S.No	Description
1	BREP License renewal for Microsoft Dynamics NAV Perpetual 40 Full Concurrent User CAL-Upgrade, 265 Limited Concurrent User CAL - Upgrade, 80 Tables, 400 Pages, 200 Reports

### 5. Location of Work

**1. Datacenter Noida**

Jammu & Kashmir Bank Ltd.  
 7th Floor, Greenfort Data Center,  
 Sify Technologies Limited, Opposite Jaypee Hospital,  
 Plot No B7, Sector 132, Noida,UP-201304

**2. DR Mumbai**

Jammu & Kashmir Bank Ltd.  
 CtrlS Datacenters Ltd. EL/72/1/A,  
 TTC Industrial Area, MIDC,  
 Mahape, Navi Mumbai 400701, Maharashtra, India

## 6. Invitation for Tender Offer

J&K Bank invites tenders for Bids from suitable bidders. In this RFQ, the term “bidder / prospective bidder” refers to the bidder delivering products / services mentioned in this RFQ.

The prospective bidders are advised to note the following: The interested bidders are required to submit the Non-refundable Application Fees of ₹ 500 by way of NEFT, details of which are mentioned at clause of Earnest Money Deposit in Part C.

1. Bidders are required to submit Bank guarantee drawn in favor of “J&K BANK LTD” payable at Srinagar, towards Earnest money Deposit (EMD) for ₹ 30,000/- (**Rupees Thirty Thousand Only**). The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for **180 days** from the last date of bid submission and issued by any scheduled commercial Bank acceptable to the Bank. Offers made without EMD will be rejected.
2. Technical Specifications, Price Bid, Terms and Conditions and various formats for submitting the tender offer are described in the tender document and Annexures.

## 7. Project Delivery Milestones

The Banks expects the bidder to meet the delivery Milestones of the Project as detailed in the following table:

S.NO	Milestones	Time Timeline from Issuance of PO
1	Purchase Order from Bank to successful Bidder	Week 0
2	Delivery of BREP (Business Ready Enhancement Plan) licenses	Within 1 Week from the Issuance of PO

The bidder must strictly adhere to the project timeline schedule, as specified in the purchase contract executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder will enable Bank to resort to any or all of the following provided that the bidder is first given a 30 days” written cure period to remedy the breach/delay:

- a. Claiming Liquidated Damages.
- b. Termination of the purchase agreement fully or partly and claim liquidated damages.
- c. Forfeiting of Earnest Money Deposit / Invoking EMD Bank Guarantee.

However, Bank will have the absolute right to charge penalty and/or liquidated damages as per Tender /contract without giving any cure period, at its sole discretion.

### Penalty for delayed Delivery:

Without prejudice to the rights of Bank to terminate this agreement/ the related purchase order, in

case of the failure to deliver the deliverables of this RFQ within the stipulated timelines, penalty shall be levied for every 1 week delay beyond due date at the rate of 1% of the order value of delayed part(inclusive of all taxes, duties, levies etc ), up to a maximum of 10 weeks form the original delivery date .If delay exceeds 10 weeks, bank may in its sole discretion and without being bound to do so, extend the date of delivery or can invoke BG and cancel the entire contract

Bidder shall be excused of delay in case the installation could not be completed due to non- readiness of site, which shall be determined by Bank. Decision of Bank in this regard shall be final and binding.

## B-EVALUATION PROCESS

Responses from Bidders will be evaluated in two stages, sequentially, as below:

### Stage A. Evaluation of Eligibility.

### Stage B. Commercial Evaluation

The two stage evaluation shall be done sequentially on knock-out basis. This implies that those Bidders qualifying in Stage A will only be considered for Stage B. Please note that the criteria mentioned in this section are only indicative and Bank, at its discretion, may alter these criteria without assigning any reasons. Bank also reserves the right to reject any / all proposal(s) without providing any specific reasons. All deliberations and evaluations performed by Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any Bidder of this RFQ.

### Stage A-Evaluation of Eligibility.

The Bidders of this RFQ will present their responses as detailed in this document. The Response includes details / evidences in respect of the Bidder for meeting the eligibility criteria, leading the Bank to evaluate the Bidder on eligibility criteria. The Bidder will meet the eligibility criteria mentioned in **Annexure D** in this document individually. Bank will evaluate the Bidders on each criterion severally and satisfy itself beyond doubt on the Bidders ability / position to meet the criteria. Those Bidders who submit the tender document fee mentioned in the RFQ and qualify on ALL the criteria will only be considered as “Qualified under Stage A” of evaluation and will be considered for evaluation under Stage B. Those Bidders who do not qualify at this Stage A will not be considered for any further processing. The EMD money in respect of such Bidders will be returned on completion of the Stage A evaluation. Bank, therefore, requests that only those Bidders who are sure of meeting all the eligibility criteria only need to respond to this RFQ process.

### Stage B-Evaluation of Commercial Bid

All technical bids of bidders who have Qualified Stage A shall be evaluated in this stage. Only those Bidders qualifying the eligibility criteria will be short-listed for commercial evaluation. Commercial bids of only qualified/shortlisted bidders in Stage-A will be opened through e-bidding process and evaluated for awarding the contract. Financial proposals will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. Bank may seek clarifications from the any or each bidder as a part of evaluation. The Commercial Bid may be submitted as per the format in **Annexure F**.

The bank at its own discretion may undertake reverse auction.

## C-RFQ SUBMISSION

### 1. e-Tendering Process

This RFQ will follow e-Tendering Process (e-Bids) as under which will be conducted by Bank's authorized e-Tendering Vendor M/s. e-Procurement Technologies Ltd. through the website <https://jkbank.abcpocure.com>

- a) Vendor Registration
- b) Publishing of RFQ
- c) Pre Bid Queries
- d) Online Response of Pre-Bid Queries
- e) Corrigendum/Amendment (if required)
- f) Bid Submission
- g) Bids Opening
- h) Pre-Qualification
- i) Bids Evaluation
- j) Commercial Evaluation
- k) Contract Award

Representative of bidder may contact the Help Desk of e-Tendering agency M/s. e-Procurement Technologies Ltd for clarifications on e-Tendering process:

### 2. Service Provider:

**M/s. E-procurement Technologies Limited**  
**(Auction Tiger), B-705, Wall Street- II, Opp. Orient Club, Ellis**  
**Bridge, Near Gujarat College,**  
**Ahmedabad- 380006, Gujarat**

**Help Desk:**  
**Sandhya Vekariya – 6352631968**  
**Suraj Gupta – 6352632310,**  
**Ijlalaehmad Pathan – 6352631902**  
**Imran Sodagar – 9328931942**

No consideration will be given to e-Bids received after the date and time stipulated in this RFQ and no extension of time will normally be permitted for submission of e-Bids.

Bank reserves the right to accept in part or in full or extend or reject the bids received from the bidders participating in the RFQ.

Bidders will have to abide by e-Business Rules framed by the Bank in consultation with M/s. e-Procurement Technologies Ltd.

### 3. RFQ Fees

The non- refundable RFQ application fee of Rs. 500/- is required to be paid by the prospective bidders through NEFT as per the following details:

Bank Details for RFQ Fees	
Account Number	9931530300000001
Account Name	Tender Fee / Cost Account
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR 500/=

The Bidder shall solely bear all expenses whatsoever associated with or incidental to the preparation and submission of its Bid and the Bank shall in no case be held responsible or liable for such expenses, regardless of the conduct or outcome of the bidding process including but not limited to cancellation / abandonment / annulment of the bidding process.

### 4. Earnest Money Deposit

Prospective bidders are required to submit Earnest Money Deposit (EMD) of INR 30,000 (Rupees Thirty thousand only). The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank in India (other than Jammu & Kashmir Bank). The Bank will not pay any interest on the EMD. The bidder can also submit the EMD through NEFT as per the following details:

Bank Details for Earnest Money Deposit	
Account Number	9931070690000001
Account Name	Earnest Money Deposit (EMD)
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR 30,000/=

In case of a Bank Guarantee from a Foreign Bank, prior permission of the Bank is essential. The format of Bank Guarantee is enclosed in Annexure G.

EMD submitted through Bank Guarantee/Demand Draft should be physically send in an envelope mentioning the RFQ Subject, RFQ No. and date to the following address:

<b>Address:</b>	Technology & Development Department, J&K Bank Ltd. Ground Floor Air India Building, Residency road Srinagar, J&K Pin- 190001
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**Note: EMD is exempted for all Start-ups as recognized by DPIIT/DIPP. In case of such exemption, relevant documents/proof is to be submitted with Bid.**

**The EMD made by the bidder will be forfeited if:**

- a. The bidder withdraws his tender before processing of the same.
- b. The bidder withdraws his tender after processing but before acceptance of the PO issued by Bank.
- c. The bidder violates any of the provisions of the terms and conditions of this tender specification.

**The EMD will be refunded to:**

- a. The Successful Bidder, after one month after deployment & activation of the required software license.
- b. The Unsuccessful Bidder, only after acceptance of the PO by the selected bidder.

## 5. Tender Process

- i. Two-stage bidding process will be followed. The response to the tender should be submitted in two parts: Eligibility and Commercial Bid through online e-tendering portal with a tender document fee and EMD details mentioned above.
- ii. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the RFQ. Any Bid, which stipulates conditions contrary to the terms and conditions given in the RFQ, is liable for rejection. Any decision of Bank in this regard shall be final, conclusive and binding on the Vendor.
- iii. **L1 vendor will be arrived at through Online Reverse Auction (ORA).** After ORA, if there is a large variance in the prices quoted, Bank reserves the right to call the successful bidder for a price negotiation.
- iv. On conclusion of ORA, the Successful Bidder (L1) shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 3 days from the date of the ORA, the Bank reserve the right to reject the L1 Bidder's Bid and make procurement from the L2 or L3 Bidder.
- v. Bank will enter in to contract with the L1 bidder (in normal cases). Rates fixed at the time of contract will be non-negotiable for the whole contract period and no revision will be permitted. This includes changes in taxes or similar government decisions.
- vi. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided by the vendor is false, the Bank reserves the right to

revoke the awarded contract without giving any notice to the vendor. Bank's decision in this regard will be final.

- vii. If any of the shortlisted Vendors are unable to fulfil the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other participating vendors after giving 15-days" notice to the defaulting Vendor. Also during the period of the contract due to unsatisfactory service, Bank will have the right to cancel the contract and award the contract to other participating vendors.

## 6. Bidding Process

- i. **The bids in response to this RFQ must be submitted in two parts:**
  - a. Confirmation of Eligibility Criteria and
  - b. Commercial Bid" (CB).
- ii. The mode of submission of Confirmation of Eligibility Criteria and Commercial Bid (CB) shall be online.
- iii. The Bidders who qualify the Eligibility Criteria will be called for commercial bid evaluation. The successful Bidder will be determined based on the Lowest Commercial Quote (L1) after reverse auction as per the stated Commercial Evaluation process.
- iv. Bidders are permitted to submit only one Bid and relevant Commercial Bid. More than one Bid should not be submitted.
- v. Receipt of the bids shall be closed as mentioned in the bid schedule. Bid received after the scheduled closing time will not be accepted by the Bank under any circumstances.
- vi. Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount / Bank Guarantee in lieu of the same should accompany the Bid. Bidders, who have not paid Cost of RFQ and Security Deposit (EMD amount) will not be permitted to participate in the bid.
- vii. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder's company.
- viii. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.
- ix. No rows or columns of the tender should be left blank. Offers with insufficient information are liable to rejection.
- x. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
- xi. Bank reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.
- xii. Modification to the Bid Document, if any, will be made available as an addendum/corrigendum on the Bank's website and Online tendering portal.
- xiii. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders' queries etc., if any to this RFQ, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly

- visit Bank's website or online tendering portal to get themselves updated on changes / development in relation to this RFQ.
- xiv. Prices quoted should be exclusive of GST.
  - xv. Applicable taxes would be deducted at source, if any, as per prevailing rates.
  - xvi. The price ("Bid Price") quoted by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.
  - xvii. During the period of evaluation, Bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation.
  - xviii. The Bank's decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.
  - xix. The Bidder shall bear all the costs associated with the preparation and submission of its bid and the bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## 7. Deadline for Submission of Bids:

- i. Bids must be received at the portal and by the date and time mentioned in the "Schedule of Events".
- ii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted at the portal by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- iii. Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.

## 8. Bid Validity Period

- i. Bid shall remain valid for duration of 06 calendar months from Bid submission date. This is just to overrule any price exaggeration by the bidder w.r.t this requirement if the bidder fails to deliver the basic purpose of RFQ even within 06 months.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.
- iii. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

## 9. Bid Integrity

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

## 10. Cost of Bid Document

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

## 11. Contents of Bid Document

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFQ, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFQ or submission of Bid not responsive to this RFQ in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFQ and is supplied solely as guidelines for Bidders.
- iii. The information provided by the Bidders in response to this RFQ will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.
- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in **English**.

## 12. Modification and Withdrawal of Bids

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received at the portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFQ. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

## 13. Right to Alter Quantities

The Bank reserves the right to issue Purchase Order in phases or to alter the quantities/brand/product specified in the offer. The Bank also reserves the right to delete one or more items from the list of items specified in offer. Any decision of the Bank in this regard shall be final, conclusive and binding on the vendor. Any decision of the Bank to alter or delete one or more items from the list of specified items in the order shall be communicated to the bidder well in advance prior to submission of final bid.

## 14. Payment Terms

The Bidder must accept the payment terms proposed by the Bank as proposed in this section. The Payments shall be made on the achievement of the following project milestones:

Payment Stages	% of Payment	Milestone
Supply of BREP licenses for Microsoft Dynamics NAV as per the Specifications described in the RFQ document.	100% within 30 days after submission of invoices	Successful delivery and updation/reflection of licenses in the Bank's User Account.

**Payments shall be released on acceptance of the order and:**

- i. Payment shall be released on successful delivery of licenses and updation/reflection of licenses in portal of the bank or Specified User and within 30 days of submission of invoices and relevant documents as per RFQ terms.
- ii. The payments will be released through NEFT / RTGS after deducting the application Penalty, TDS if any, centrally by Banks department and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
- iii. Taxes and Duties: The Prices quoted by the SI/OEM should be exclusive of all taxes and duties.
- iv. No advance payment will be made on award of the contract.
- v. Payments will not be released for any part-shipment or short-shipments.
- vi. All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
- vii. Payments will be withheld in case of Non-compliance of the terms and condition of this RFQ.
- viii. Payments shall be released upon submission of relevant documents as per RFQ terms and found in order by the respective offices, who have placed order on the selected Bidder.

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

## D-GENERAL TERMS & CONDITIONS

### 1. Standard of Performance

The bidder shall perform the service(s) and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional engineering standards recognized by the international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technologies, procedures and methods. The Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to J&K Bank and shall, at all times, support and safeguard J&K Bank's legitimate interests.

### 2. Indemnity

The Successful bidder shall indemnify and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees), relating to or resulting from:-

- i. Intellectual Property infringement or misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- ii. Claims made by the employees who are deployed by the Successful bidder.
- iii. Breach of confidentiality obligations by the Successful bidder,
- iv. Negligence (including but not limited to any acts or omissions of the Successful bidder, its officers, principals or employees) or misconduct attributable to the Successful bidder or any of the employees deployed for the purpose of any or all of the its obligations,
- v. Any loss or damage arising out of loss of data;
- vi. Bonafide use of deliverables and or services provided by the successful bidder;
- vii. Non-compliance by the Successful bidder with applicable Laws/Governmental/Regulatory Requirements.

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

It is hereby agreed that the above said indemnity obligations shall apply notwithstanding anything to the contrary contained in this Tender document and subsequent Agreement and shall survive the termination of the agreement for any reason whatsoever. The Successful bidder will have sole control of its defence and all related settlement negotiations

### 3. Cancellation of Contract and Compensation

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances. The Bank would provide 30 days' notice to rectify any breach/ unsatisfactory progress:

- a. The selected Bidder commits a breach of any of the terms and conditions of the RFQ/contract.
- b. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- c. Delay in completion of Supply, Installation of Project Deliverables.
- d. Serious discrepancies noted in the inspection.

- e. Breaches in the terms and conditions of the Order.
- f. Non submission of acceptance of order within 7 days of order.
- g. Excessive delay in execution of order placed by the Bank.
- h. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- i. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

#### 4. Liquidated Damages

If bidder fails to make delivery or perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2% of the total project cost for delay of every 1 week or part thereof maximum up to 10% of contract price. Once the maximum is reached, Bank may consider termination of Contract pursuant to the conditions of contract. However, the bank reserves the right to impose / waive any such penalty.

#### 5. Fixed Price

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes and levies (excluding GST). No price increase due to increases in customs duty, excise, tax, dollar price variation etc. will be permitted.

#### 6. Right to Audit

Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Bidder. The Selected Bidder shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Bidder is required to submit such certification by such Auditors to the Bank.

Bidder should allow the J&K Bank or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by Bidder within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. Bidder should allow the J&K Bank to conduct audits or inspection of its Books and account with regard to Bank's documents by one or more officials or employees or other persons duly authorized by the Bank.

#### 7. Force Majeure

- i. The Selected Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any 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.

- ii. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, pandemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.
- iii. Unless otherwise directed by the Bank in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the contractor shall hold consultations in an endeavor to find a solution to the problem.
- v. Notwithstanding above, the decision of the Bank shall be final and binding on the successful bidder regarding termination of contract or otherwise.

## 8. Publicity

Bidders, either by itself or through its group companies or Associates, shall not use the name and/or trademark/logo of Bank, in any sales or marketing publication or advertisement, or in any other manner.

## 9. Amendments

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

## 10. Assignment

The Selected Bidder shall not assign, in whole or in part, the benefits or obligations of the contract to any other person. However, the Bank may assign any of its rights and obligations under the Contract to any of its affiliates without prior consent of Bidder.

## 11. Applicable law and jurisdictions of court

The Contract with the selected Bidder shall be governed in accordance with the Laws of UT Of J&K read with laws of India so far as they are applicable to the UT of J&K for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Srinagar (with the exclusion of all other Courts). However, the services from the bidder during the period of dispute or pending resolution shall continue as far as is reasonably practical.

## 12. Resolution of Disputes and Arbitration clause

The Bank and the Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank for **Renewal of (BREP Business Ready Enhancement Plan) licenses for Microsoft Dynamics NAV** and designated representative of the Bidder. If designated Officer of the Bank and representative of Bidder are unable to resolve the dispute within reasonable period, which in any case shall not exceed 30 days, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and Bidder respectively. If even after elapse of reasonable period, which in any case shall not exceed 30 days, the senior authorized personnel designated by the Bank and Bidder are unable to resolve the dispute amicably OR any party fails to designate its officer/representative/ senior authorized personnel within 30 days from the date of request in writing for the same by the other party for amicable settlement of dispute, the same shall be referred to a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and the venue of the arbitration shall be at Srinagar. The language of the arbitration proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.

## 13. Execution of Service Level Agreement (SLA)/ Non-Disclosure Agreement (NDA)

The Successful Bidder shall have to execute service level agreement for deliverables and successful execution of the projects to meet Banks requirement to its satisfaction. The Bank would stipulate strict penalty clauses for nonperformance or any failure in the implementation/efficient performance of the project .The Bidder should execute the Agreement within 30 days from the date of acceptance of Work Order. The date of agreement shall be treated as date of engagement and the time-line for completion of the assignment shall be worked out in reference to this date. The Bidder hereby acknowledges and undertakes that terms and conditions of this RFQ may be varied by the Bank in its absolute and sole discretion. The SLA/NDA to be executed with the successful bidder shall accordingly be executed in accordance with such varied terms.

## 14. 'NO CLAIM' Certificate

The Bidder shall not be entitled to make any claim(s) whatsoever, against J&K Bank, under or by virtue of or arising out of, the Contract/Agreement, nor shall J&K Bank entertain or consider any such claim, if made by the Bidder after he has signed a 'No Claim' Certificate in favor of J&K Bank in such form as shall be required by J&K Bank after the works are finally accepted.

## 15. Cost and Currency

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

- a) Cost of the equipment/software/licenses specified
- b) Installation, commissioning, maintenance, migration charges, hosting charges, if any,
- c) Comprehensive on-site software support.
- d) Packing, Forwarding and Transportation charges up to the sites to be inclusive.
- e) All taxes and levies are for Destinations.

- f) Bidder have to make their own arrangements for obtaining road permits wherever needed.

## 16. No Agency

The Service(s) of the Bidder herein shall not be construed as any agency of J&K Bank and there shall be no Principal - Agency relationship between J&K Bank and the Bidder in this regard.

## 17. Project Risk Management

The selected bidder shall develop a process & help Bank to identify various risks, threats & opportunities within the project. This includes identifying, analyzing & planning for potential risks, both positive & negative, that might impact the project & minimizing the probability of & impact of positive risks so that project performance is improved for attainment of business goals.

## 18. Information Security:

- a. The Successful Bidder and its personnel shall not carry any written material, layout, diagrams, hard disk, flash / pen drives, storage tapes or any other media out of J&K Bank's premises without written permission from J&K Bank.
- b. The Successful Bidder's personnel shall follow J&K Bank's information security policy and instructions in this regard.
- c. The Successful Bidder acknowledges that J&K Bank 's business data and other proprietary information or materials, whether developed by J&K Bank or being used by J&K Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to J&K Bank; and the Successful Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Successful Bidder to protect its own proprietary information. Successful Bidder recognizes that the goodwill of J&K Bank depends, among other things, upon the Successful Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Successful Bidder could damage J&K Bank. By reason of Successful Bidder's duties and obligations hereunder, Successful Bidder may come into possession of such proprietary information, even though the Successful Bidder does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract/Agreement. Successful Bidder shall use such information only for the purpose of performing the Service(s) under the Contract/Agreement.
- d. Successful Bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by J&K Bank, whichever is earliest, return any and all information provided to Successful Bidder by J&K Bank, including any copies or reproductions, both hardcopy and electronic.
- e. That the Successful Bidder and each of its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses. Without limiting the foregoing, the Successful Bidder and its subsidiaries have used reasonable

efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses.

- f. The Successful Bidder shall certify that to the knowledge of the Successful Bidder, there has been no security breach or other compromise of or relating to any information technology and computer systems, networks, hardware, software, data, or equipment owned by the Successful Bidder or its subsidiaries or of any data of the Successful Bidder's, the Operating Partnership's or the Subsidiaries' respective customers, employees, suppliers, vendors that they maintain or that, to their knowledge, any third party maintains on their behalf (collectively, "IT Systems and Data") that had, or would reasonably be expected to have had, individually or in the aggregate, a Material Adverse Effect, and
- g. That the Successful Bidder has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to its IT Systems and Data;
- h. That the Successful Bidder is presently in compliance with all applicable laws, statutes, rules or regulations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification. Besides the Successful Bidder confirms the compliance with Banks Supplier Security Policy.
- i. That the Successful Bidder has implemented backup and disaster recovery technology consistent with generally accepted industry standards and practices.
- j. That the Successful Bidder and its subsidiaries IT Assets and equipment, computers, Systems, Software's, Networks, hardware, websites, applications and Databases (Collectively called IT systems) are adequate for, and operate and perform in all material respects as required in connection with the operation of business of the Successful Bidder and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants.
- k. That the Successful Bidder shall be responsible for establishing and maintaining an information security program that is designed to:
  - o Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and
  - o That the Successful Bidder will notify Customer of breaches in Successful Bidder's security that materially affect Customer or Customer's customers. Either party may change its security procedures from time to time as commercially reasonable to address operations risks and concerns in compliance with the requirements of this section.
- l. The Successful Bidder shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of Personal Data and/or use, access, copying, exhibition, transmission or removal of Bank's Confidential Information from Companies facilities. Successful Bidder shall promptly provide Bank with written descriptions of such procedures and policies upon request. Bank shall

have the right, upon reasonable prior written notice to Successful Bidder and during normal business hours, to conduct on-site security audits or otherwise inspect Companies facilities to confirm compliance with such security requirements.

- m. That Successful Bidder shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the Client Data, and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are no less rigorous than those maintained by Successful Bidder for its own information or the information of its customers of a similar nature.
- n. That the Successful Bidder shall perform, at its own expense, a security audit no less frequently than annually. This audit shall test the compliance with the agreed-upon security standards and procedures. If the audit shows any matter that may adversely affect Bank, Successful Bidder shall disclose such matter to Bank and provide a detailed plan to remedy such matter. If the audit does not show any matter that may adversely affect Bank, Bidder shall provide the audit or a reasonable summary thereof to Bank. Any such summary may be limited to the extent necessary to avoid a breach of Successful Bidder's security by virtue of providing such summary.
- o. That Bank may use a third party or its own internal staff for an independent audit or to monitor the Successful Bidder's audit. If Bank chooses to conduct its own security audit, such audit shall be at its own expense. Successful Bidder shall promptly correct any deficiency found in a security audit.
- p. That after providing 30 days prior notice to Successful Bidder, Bank shall have the right to conduct a security audit during normal business hours to ensure compliance with the foregoing security provisions no more frequently than once per year. Notwithstanding the foregoing, if Bank has a good faith belief that there may have been a material breach of the agreed security protections, Bank shall meet with Successful Bidder to discuss the perceived breach and attempt to resolve the matter as soon as reasonably possible. If the matter cannot be resolved within a thirty (30) day period, the parties may initiate an audit to be conducted and completed within thirty (30) days thereafter. A report of the audit findings shall be issued within such thirty (30) day period, or as soon thereafter as is practicable. Such audit shall be conducted by Successful Bidder's auditors, or the successors to their role in the event of a corporate reorganization, at Successful Bidder's cost.
- q. Successful Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful Bidder. Successful Bidders should ensure Data Security and protection of facilities/application managed by them.
- r. The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Besides bank will be at liberty to blacklist the bidder and take appropriate legal action against bidder.
- s. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and Successful Bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners.

- t. Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

## 19. No Set-Off, Counter-Claim and Cross Claims:

In case the Bidder has any other business relationship(s) with J&K Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract/Agreement to the Bidder for any payments receivable under and in accordance with that business.

## 20. Statutory Requirements

During the tenure of the Contract/Agreement nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and the Bidder shall keep J&K Bank, its directors, officers, employees, representatives, agents and consultants indemnified in this regard.

## 21. Bidder Utilization of Know-how:

J&K Bank will request a clause that prohibits the finally selected bidder from using any information or know-how gained in this contract for another organization whose business activities are similar in part or in whole to any of those of the Bank anywhere in the world without prior written consent of the Bank during the period of the contract and one year thereafter.

## 22. Corrupt and Fraudulent practice:

- i. It is required that Successful Bidder observe the highest standard of ethics during the procurement and execution of such contracts and not to indulge in any corrupt and fraudulent practice.
- ii. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- iii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- iv. The Bank reserves the right to reject a proposal for award if it determines that the Successful Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- v. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it becomes known that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## 23. Solicitation of Employees

Bidder will not hire employees of J&K Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of the J&K Bank directly involved in this contract during the period of the contract and one year thereafter.

## 24. Proposal Process Management

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

## 25. Confidentiality Provision

- a) The bidder shall hold in confidence all the information, documentation ,etc which shall come to their knowledge (Confidential Information) and shall not disclose or divulge confidential information to any third party or use Confidential Information or any part thereof without written consent of the Bank.
- b) Confidential Information means information which is by its nature confidential or is designated by the bank and confidential information and includes:
  - i. All information marked or otherwise designated as confident.
  - ii. Information which relates to the financial position, the internal management structure , the Personnel , policies and strategies of the Bank
  - iii. Data of the bank, customer lists, customer information, account information, and business information regarding business planning and operation of the Bank or otherwise information or data whether such data is permanent or otherwise

The restriction imposed in this clause does not apply to any disclosure or information:

- i. Which at the material time was in public domain other than breach of this clause; or
- ii. Which is required to be disclosed on account of order of any competent court or tribunal provided that while disclosing any information, Bank shall be informed about the same vide prior notice unless such notice is prohibited by applicable law.

## 26. Sub-Contracting

The services offered to be undertaken in response to this RFQ shall be undertaken to be provided by the bidder/ directly employing their employees, and there shall not be any sub-contracting. All the resources deployed by the bidder should be on the bidder's payroll.

## 27. Reverse Auction

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

## 28. Award Notification

The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest commercial Bid.

The Bank reserves the right at the time of award of contract to increase or decrease of the quantity or change in location where services are required from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

## 29. Suspension of Work:

The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension or reinstatement of the work to the Successful Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension

## 30. Taxes and Duties:

- i. Successful Bidder will be entirely responsible for all duties, levies, imposts, costs, charges, license fees, road permit etc., in connection with delivery of equipment at site including incidental services and commissioning.
- ii. Income/Corporate taxes in India: The Successful Bidder 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
- iii. Tax Deduction at Source: Wherever the laws and regulations require deduction of such taxes at source of payment, Bank shall effect such deductions from the payment due to the Successful Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Successful Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by Bidder in respect of this contract.
- iv. The Bank shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Successful Bidder at the rates in force, from the amount due to the Successful Bidder and pay to the concerned tax authority directly.

## Annexure A: Confirmation of Terms and Conditions

The General Manager  
Strategy & IT  
Corporate Headquarters  
Jammu & Kashmir Bank MA Road, Srinagar

Dear Sir,

Sub: RFQ No ..... for Renewal of (BREP Business Ready Enhancement Plan) licenses for Microsoft Dynamics NAV dated .....

Further to our proposal dated ....., in response to the Request for Quotation for selection of vendor for **Renewal of (BREP Business Ready Enhancement Plan) licenses for Microsoft Dynamics NAV** (hereinafter referred to as “RFQ”) issued by Jammu & Kashmir Bank (J&K BANK) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations, payment terms, scope, SLAs etc. as contained in the RFQ and the related addendums and other documents issued by the Bank.

Place:

Date: Seal and signature of the bidder

## Annexure B: Tender Offer Cover Letter

The General Manager  
Strategy & IT  
Corporate Headquarters  
Jammu & Kashmir Bank M.A Road, Srinagar

Dear Sir,

Sub: RFQ no: \_\_\_\_\_ for Renewal of (BREP Business Ready Enhancement Plan) licenses for Microsoft Dynamics NAV dated \_\_\_\_\_

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Renewal of (BREP Business Ready Enhancement Plan) licenses for Microsoft Dynamics NAV** to Bank as mentioned in RFQ document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

We understand that the RFQ provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

We understand that the RFQ floated by the Bank is a confidential document and we shall not disclose, reproduce, transmit or made available it to any other person.

We have read, understood and accepted the terms/ conditions/ rules mentioned in the RFQ, proposed to be followed by the Bank.

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

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India and the UT of J&K.

We have never been barred/black-listed by any regulatory / statutory authority in India.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to our knowledge and the Bank reserves the right to reject the offer if anything is found incorrect.

Place:

Date:

Seal and signature of the bidder



### Annexure C: Details of SI/OEM

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

S. No.	PARTICULARS	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 / GST 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 SI/OEM	
14	Web Site address of the Company	

Date:

Seal and signature of the bidder

### Annexure D: Compliance to Eligibility Criteria

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

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

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

S.No.	Eligibility Requirement	Supporting Documents	Compliance (Y/N)
1	The bidder should be Certified partner/ authorized Reseller of the Microsoft in the field of Supply & Renewal of license.	MAF (Authorization letter) from Microsoft should be submitted on OEMs letter head as per Annexure-H of RFP or Relevant Certificates from OEM.	
2	The Bidder should have been in existence in India for the last three years as on 30.09.2025 and must be registered with Registrar of Companies / a Govt Organization/ PSU / PSE/ LLP or Private/ Public Limited Company in India	Certificate of Incorporation / Certificate of commencement of business	
3	The bidder should have a positive net worth during the last three financial years.	Audited Financial statements or CA certificate for last three financial years.	
4	The bidder should have a minimum annual turnover of <b>5 crores</b> per year during the last three financial years viz. i.e. 2022-23, 2023-24 ,2024-2025	Audited Financial statements or CA certificate for last three financial years. Comprehensive Audited report duly Signed showing net turnover of all 3 FYs be also submitted.	
5	The Bidder should not have been blacklisted by any Bank / Financial institution/ Government Agency /RBI /IBA as on date of the RFQ submission.	Self-declaration by the Bidder on company letter head. Annexure-B	

6	The Bidder should not have filed for Bankruptcy in any country.	Self-declaration confirming the Criteria.	
7	The Bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder’s Capability to provide / continue the services to Bank.	Self-declaration confirming the Criteria.	
8	Bidder must provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of Promoters/ management or partnership firms/LLPs having common partners have not participated in the bid process.	Letter of confirmation on company letter head duly signed by authorized official to be submitted	

All documentary evidence/certificates confirming compliance criteria should be part of eligibility criteria.

Please enclose documentary proof for all the above criteria. In absence of these, the bids will not be considered for further evaluation. No further correspondence will be entertained in this case. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

**Note:** Please write description of items in brief instead of writing words like “Offered”, “Complied with” etc.

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
3. Bidder should be the OEM or authorized partner of OEM.
4. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
5. Bank shall not consider the bids of bidders having poor or unsatisfactory past experience in execution or providing support to any project in past.

### Annexure E: Commercial Bid Format

1. Please be guided by RFQ terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.

The Commercial Bid shall be submitted in the following format:

S No	Product Description	Total
1	BREP License renewal for Microsoft Dynamics NAV Perpetual 40 Full Concurrent User CAL-Upgrade, 265 Limited Concurrent User CAL - Upgrade, 80 Tables, 400 Pages, 200 Reports	
	<b>Total</b>	

Note: Rates to be quoted exclusive of GST. The quantity mentioned above is indicative only and the actual number may change based on assessment of business requirements of the Bank.

## Annexure F: Bank Guarantee Format

Bank Guarantee No: \_\_\_\_\_

Bank: \_\_\_\_\_

To  
Jammu & Kashmir Bank M.A. Road, Srinagar,  
190 001 J&K.

WHEREAS..... (Company Name) and having its Registered Office at..... India (hereinafter referred to as “the Bidder”) proposes to respond to RFQ No ....., dated ..... of Jammu and Kashmir Bank Ltd for selection of vendor for **Renewal of (BREP Business Ready Enhancement Plan) licenses for Microsoft Dynamics NAV** (Herein after called the “RFQ”) AND

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

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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees .....only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the bidder of any of the terms and conditions contained in the RFQ and in the event of the bidder commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFQ or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the bidder of their obligations in terms of the RFQ. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the bidder has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the bidder after expiry of the relative guarantee period of the RFQ and after the bidder had discharged all his obligations under the RFQ and produced a certificate of due completion of work under the said RFQ 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 SI/OEM 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 RFQ or extend the time of performance of the RFQ or to postpone any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said RFQ and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the bidder or any other forbearance, act or omission on your part or any indulgence by you to the bidder or by any variation or modification of the RFQ or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....( Rupees.....only ) as aforesaid or extend the period of the guarantee beyond the said day of ..... unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the bidder
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the bidder from time to time arising out of or in relation to the said RFQ and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
14. The Bank Guarantee needs to be submitted in online form also via SFMS Application.
15. 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 claim period shall be upto\_\_\_\_ ; 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 the claim period.
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 BANK

Authorized Signatory

Seal

Address



## Annexure G: Undertaking

Bidder has to submit Undertaking on company letter head as per format given below

To  
The General Manager  
Strategy & IT  
Corporate Headquarters  
Jammu & Kashmir Bank M.A Road, Srinagar

Dear Sir,

**Sub: RFQ no: \_\_\_\_\_ for selection of bidder for Renewal of (BREP Business Ready Enhancement Plan) licenses for Microsoft Dynamics NAV.**

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Renewal of (BREP Business Ready Enhancement Plan) licenses for Microsoft Dynamics NAV** to Bank as mentioned in RFQ document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

We understand that the RFQ provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

We understand that the RFQ floated by the Bank is a confidential document and we shall not disclose, reproduce, transmit or made available it to any other person.

We hereby undertake that supporting software/license supplied, if required will be licensed, legally obtained and with latest version.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the RFQ in full or in part without assigning any reasons whatsoever.

We have read, understood and accepted the terms/ conditions/ rules mentioned in the RFQ, proposed to be followed by the Bank.

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

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India and the UT of J&K including Prevention of Corruption Act 1988.

We have never been barred/black-listed by any regulatory / statutory authority in India.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

We hereby undertake that all the components/parts/assembly/software used in the Networking Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / Parts / Assembly / Software are being used or shall be used.

This Bid, together with your written acceptance thereof and your notification of award, shall

constitute a binding Contract between us.

We enclose cost of RFQ Rs.500/- (Five Hundred Only) and EMD of Rs. **30,000/- (Rupees Thirty Thousand Only)** in Bank Transfer/Demand Draft/Bank Guarantee favoring J&K Bank Ltd, towards cost of RFQ/bid security, details of the same is as under

No. :

Date:

Name of Issuing Bank:

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2025

We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to our knowledge and the Bank reserves the right to reject the offer if anything is found incorrect.

We agree to all terms & conditions of the RFQ.

Place:

Seal and signature of The Bidder

**Annexure H: Manufacturer/OEM Authorization Form (MAF):**

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

No. \_\_\_\_\_ dated \_\_\_\_\_

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

To  
The General Manager  
Strategy & IT  
Corporate Headquarters  
Jammu & Kashmir Bank M.A Road, Srinagar

Dear Sir,

Sub: RFQ no: \_\_\_\_\_ for Renewal of (BREP Business Ready Enhancement Plan) licenses for Microsoft Dynamics NAV dated \_\_\_\_\_

We \_\_\_\_\_ who are established and reputed manufactures/OEM of \_\_\_\_\_ having office at \_\_\_\_\_ 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 RFQ.

We confirm that our business had a turnover exceeding Rs----- (Rupees -----) per annum in last three financial years. (i.e. 2022-23, 2023-24, 2024-25).

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

In case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM or through their authorized partners within the stipulated time.

Yours faithfully,  
(Name)  
For and on behalf of  
M/s \_\_\_\_\_ (Name of OEM)

### Annexure I: Know Your Employee (KYE) Clause

Bidder has to submit Undertaking on company letter head as per format given below.

1. We on the behalf of \_\_\_\_\_ (name of the company) hereby confirm that all the resources (both on-site and off-site) working on the Bank's project i.e. **for Renewal of (BREP Business Ready Enhancement Plan) licenses for Microsoft Dynamics NAV**, have undergone KYE (Know Your Employee) process and all the required checks have been performed prior to employment of said employees as per our policy.
2. We confirm to defend and keep the bank indemnified against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for **Renewal of (BREP Business Ready Enhancement Plan) licenses for Microsoft Dynamics NAV**

\*\*\*\*\*END OF RFQ\*\*\*\*\*