

**INFORMATION TECHNOLOGY DIVISION**

Sub: Empanelment of vendors for supply of Computer Hardware, Laptops , Anti-Virus , UPS (With or Without batteries) , printers, scanners and computer peripherals.

<b>Tender Reference Number and Date</b>	<b>Ref : RFP/IT/Empanelment/2020 dated 03.07.2020</b>
Last date for seeking clarifications	10/07/2020
Date for submitting the Bid documents	17/07/2020 up to 16.00 hours
Date of opening Bids	17/07/2020 at 16.30 hours
RFP cost	Non Refundable Rs.5000/- in the form of DD.

Please note:

The above mentioned dates are tentative dates and the Bidder acknowledges that he cannot hold Bank responsible for any revision in these dates. The bids will be opened in the presence of bidders who choose to be present at the time of opening of bids.

This RFP document is available at our Bank's website, [www.kvgbank.com](http://www.kvgbank.com) and can be downloaded from the website. Clarifications, Modifications and date of Extensions, if any, will also be posted on the same website and no paper publication will be done for the same.

**Issued by:**

Assistant General Manager  
Information Technology Division  
Head Office  
Dharwad- 580008

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**Email- ID-** [kvgbdit@kvgbank.com](mailto:kvgbdit@kvgbank.com) , [dit@kvgbank.com](mailto:dit@kvgbank.com)

To,

**All Eligible Vendors**

Dear Sir,

**Introduction:**

Karnataka Vikas Grameena Bank is a Regional Rural Bank having 632 branches network in 9 districts of Karnataka i.e Vijayapur, Bagalkot, Belgaum, Dharwad, Gadag, Haveri, Uttar Kannada, Udupi, Dakshina Kannada Districts.

**Project Overview:**

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Karnataka Vikas Grameena Bank (“ the Bank”) to empanel vendors for supply of Computer Hardware, Laptops , Anti-Virus , UPS (With or without Batteries) , printers, scanners and computer peripherals at its Branches/Administrative offices .

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfil the eligibility criteria mentioned under **Annexure I** and are also in a position to comply with the technical requirement. Apart from the above the bidder must also agree to all our terms and conditions mentioned under this RFP.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and selection process as detailed in this document.

**Project scope:**

Bank will award the contract to the successful empanelled vendor and the vendor should deliver the service with the following scope:

The system must be capable of upgrading at a later state as when required by the Bank.

Vendors needs to have co-ordination with the existing hardware/software vendor for integrating with present system for the branches to function smoothly.

Bank desires to procure Computer Hardware, Laptops , Anti-Virus , UPS , printers, scanners and other computer peripherals for the branches/administrative offices across the banks functioning area, hence the selected vendor should work seamlessly throughout the banks functioning area.

**Definitions:**

**Bank** : Karnataka Vikas Grameena Bank will hereinafter be referred to as the “ Bank/ Purchaser “ in this document.

**Bidder/supplier:**

The vendor responding to the RFP for supply, Installation and commissioning of Computer Hardware, Laptops , Anti-Virus , UPS(With or without batteries) , printers, scanners and other computer peripherals items will hereinafter be referred to as the “Bidder” in this document.

**Annexure I****Pre – Qualification Criteria:****1. Eligibility Criteria:**

Sl No	Eligibility	Supporting Documents to be submitted
1.	If Bidder is an original Equipments Manufacturer (OEM) who must have designed, manufactured, tested and supplied the equipment similar to the types mentioned in <b>Annexure II</b>	Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc., AUD
2.	The Bidders quoting as Authorized Distributors (AUD) of the manufacturer, will also be considered provided the Bidder furnishes authorization from the manufacturer in respect of UPS, Computer H/W, peripherals etc.,	Manufacturers Authorisation form <b>Annexure V</b>
3.	The Bidder should have been in the concerned line of Business for the last 5 years	Xerox copies of Certificate of Incorporation/ Registration.
4.	The OEM/AUD should have supplied and supported large quantity of Equipments as per <b>Annexure-II</b> in various Banks, having a large branch network geographically spread across the country, for the last 3 years.	Xerox copies of the original Purchase Orders.
5.	The OEM/AUD should have an average turnover per annum out of Indian operations and orders executed should be as indicated in <b>Annexure VI</b> during the last 3 years (ending March 2020). In case the bidder is not the manufacturer, the turnover should be of its own and not that of the principal.	Xerox copies of the last 3 years audited Financial Statements/Balance sheets with turn over details
6.	Authorization letter to submit Bid on behalf of the company	Please enclose <b>Annexure IX</b> .
7.	The Bidder should have executed at least 2	Xerox copies of Purchase Orders for having

	major supplies during last 2 years with a minimum value as mentioned in the <b>Annexure-II</b> to PSU Banks.	executed 2 major supplies during last 2 years.
8.	The Bidder should be a profit making company and should have earned profits at least during 2 of the previous 3 years as evidenced from the Balance sheet.	Audited Financial Statements or audited report from chartered accountant. Turn over details for 2017-18, 2018-19 and 2019-20 are to be mentioned in <b>Annexure-VI</b> .
9.	<b>Service Centres:</b>  i) The OEM/AUD should have its own Service/support facilities in Bank's regional office locations/within 100 Kms from our regional offices i.e Bagalkot , Belgaum, Chikkodi, Dharwad, Gokak, Gadag, Haveri, Kumta, Mangalore and Vijayapur	Proof of the same is to be enclosed. Service centre details are to be submitted in <b>Annexure-VIII</b> with address and contact details
10.	The Bidder should not have been blacklisted by IBA/RBI/Govt./Public Sector undertakings during the last three years	Undertaking letter / Confirmation letter from the participating Bidder & OEM on their official letter head duly signed by the authorized signatory
11.	Bidder company should not be owned or controlled by any Director or employee (or relatives) of Karnataka Vikas Grameena Bank.	Self-declaration letter

#### Other terms and conditions:

1. Bidders should ensure that they fulfil the prerequisite criteria and submit the documentary proof to meet the eligible criteria. Empanelment of Bidders shall be done depending on the support documents submitted by the bidders.
2. Based on the bidders past experience, availability of service support centers of the Bidders, Bank may empanel vendors. The Bidder has to submit documentary proof for each point for pre-qualification requirement as evidence else the Bid may not be considered for evaluation.
3. Cost of RFP: The Bidding document is posted at the Bank's website, [www.kvqbank.com](http://www.kvqbank.com) and can be downloaded. A non-refundable Demand Draft/Banker's Cheque for **Rs. 5,000/- (Rs. Five Thousand rupees only)** in favour of **Karnataka Vikas Grameena Bank payable at Dharwad**, towards RFP cost will have to be handed over separately at the time of submission of the Bid documents to the Bank.
4. **The last date for submitting the proposals along with RFP Cost is 17.07.2020 by 16.00 hours at this office.** Any proposal received after the due date and time will not be considered. Bids complete in all aspects should be submitted to The Asst General

Manager ,DIT, Karnataka Vikas Grameena bank, Head office, Dharwad, Karnataka within the above stipulated date.

5. Bid documents received by way of Fax/E-mail will not be considered. Offers received after due date or after the stipulated time of the due date or incomplete in any respect are liable to be rejected.
6. Bidders should offer end-to-end solution including supply, commissioning, and Installation, of hardware and software wherever required including training required for any new projects as per requisite RFP terms, during warranty /AMC periods.
7. Bidder should assume full responsibility for the promptness and quality of service rendered by the franchisees wherever after sales service is rendered by franchisees.
8. The Bidder should have all the facilities in his factory/business premises for inspection and testing and these will be made available to Bank's representative for inspection.
9. The Bank reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids at any time prior to empanelment, without giving any reasons there for. Bank will not be liable in such a case to any of the bidders
10. The Bank reserves the right to add/ amend/ retain/ delete any of the product features subject to Bank's requirements at any point of time.
11. The Bank reserves the right to verify any or all statements made by the Bidder in the tender document and to inspect the Bidder's facility or any reference site, if necessary, to establish to its satisfaction about the Bidder's capacity to perform the job.
12. The Bidders shall seal the original bid in separate envelope. The envelope having the original bid should be super scribed with "**Bid Document for empanelment**", with name and telephone no. of contact person, in case any clarification etc. needed by the bank. Bidders should affix their rubber stamp duly signed by the authorized Signatory in each page / format, duly authenticating that no changes / correction whatsoever is made to the Bidding Documents prescribed by the Bank. Bids not in the prescribed format shall be rejected. All Bid Documents are to be properly filed in a box file and all pages should be numbered serially (1/xxx, 2/xxx (where xxx is last page number of Bid document)) and should bear the company's seal and signature/s of the authorized person/s on all pages.

During evaluation of the Bids, the Bank may, at its discretion, ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the substance of the Bid shall be sought, offered, or permitted.

13. Bank may follow the below given procedure for evaluating the bids
  - a) The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, and all the bids are paginated and properly

- sealed and the Bids are generally in order.
- b) The Bank may, at its sole discretion, waive any minor infirmity, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
  - c) Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the bids on technical parameters including possible visit to inspect Bidder's/Supplier's manufacturing facilities and quality control facilities including burn-in test and to conduct burn-in tests. In such case the entire cost of inspection, including boarding, lodging, traveling, incidental expenses of the Bank's representative and/or Bank's Consultant shall totally be borne by the bidder for the complete duration of the inspection.
14. The entities seeking empanelment may clearly specify in the bid document the categories for which they are willing to be empanelled i.e Computer Hardware, Laptops , Anti-Virus , UPS (With or Without batteries) , printers, scanners and computer peripherals.
  15. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid, till the time a communication in writing about its empanelment or otherwise is received from the Bank. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or empanelment, may result in the rejection of the Bidder's Bid.
  16. The Bank may, at its discretion, empanel all eligible Vendors for supply of Items based on the qualitative aspects mentioned above and based on the Bank's own past experience with the Vendor.
  17. Bank will notify the successful Bidders in writing or by fax / e-mail, that its status of empanelment under the relevant Groups.
  18. In respect of the procurements up to a certain value (based on the limits fixed by the Bank from time to time during Rate Contract validity period), Bank shall be inviting the 'Request For Proposal' with the Standard 'Terms and Conditions of the Contract, from the empanelled vendors. The size of the procurement/ contract will be decided by the Bank at its own discretion and shall be binding on the empanelled Suppliers.
  19. The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligations(s) under the Contract.
  20. All bids and supporting documentation shall be submitted in English.
  21. The Eligible vendors after the evaluation process would be empanelled with the Bank for supply of Computer Hardware, Laptops, Anti-Virus , UPS(with or without batteries) , printers, scanners and computer peripherals **for a period of 3 years from the date of empanelment.**
  22. In exceptional circumstances, Bank reserves the right to extend validity of empanelled vendors for a period of one year.
  23. During the empanelment period, Bank will float limited tenders amongst the empanelled vendors and seek responses for various requirements. Individual tender/s will contain detailed terms and conditions, instructions and scope of work.

24. Empanelment with the Bank is in no way whatsoever a guarantee that the empanelled vendor would be awarded all or any works desired to be executed by the Bank post empanelment. Nor does the empanelment with the Bank entail that the Bank, in any way whatsoever, is bound to involve the panel vendor in the process of tendering, calling for quotations or any other similar exercise undertaken before procurement of product or engagement for services.
25. If at any time it is found that the information provided for empanelment or for any tender is false or if irregularities are shown by the vendor when applying for the tenders, the Bank reserves the right to remove such vendors from the empanelled list without giving any notice to the vendor in advance.
26. If the vendor needs any clarification on any of the aspects of the Bid Document, they can seek clarifications in advance through e-mail to [kvgbdit@kvgbank.com](mailto:kvgbdit@kvgbank.com) on or before **10/07/2020**. The Bank reserves the right to make amendments to the RFP before the last date prescribed for submission of the responses. Such clarifications, amendments to our RFP, if any, will also be hosted on our website. Vendors are requested to take note of the same.
27. All disputes and differences of any kind whatsoever arising out of or in connection with this RFP shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act 1996, at **Dharwad, Karnataka**.
28. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at **Dharwad, Karnataka** only.



**(Shrikant Hegde)**  
**Assistant General Manager**

**Annexure II:****Group-wise details of Computer related items/Equipments/Software/Peripherals/UPS etc :**

(Rs. In lakhs)

<b>Group</b>	<b>Details of Products</b>	<b>Annual Turnover last 3 years</b>	<b>Average during last 2 years</b>	<b>Minimum Value /supplied last 2 years</b>	<b>Total executed during last 2 years</b>
A	SERVERS with Operating System:  All types of Servers including Rack Mountable or/and Blade Servers, Storage devices etc., with Operating Systems like Windows Standard/Enterprises Server edition (different versions), Unix etc. and with related software, Drivers etc.	200		100	
B	Desktop PCs with Operating System:  Desktop PCs (with Intel/AMD Athlon processors), with Operating Systems like Windows ( of different versions), Unix etc. and related software, Drivers etc, All-in-One Desktops etc.			100	
C	PRINTERS AND SCANNERS:  1. Line Printers 2. Inkjet / Laserjet / Deskjet 3. Passbook Printers 4. Multifunction devices with scanning/printing/copying/fax 5. Scanners ability to scan multiple documents using suitable softwares.	100		25	
D	Laptops / Notebooks / Palmtops, Tablet PC with all the related software / drivers / operating systems.	50		10	



Group	Details of Products	Annual Turnover last 3 years	Average during last 2 years	Minimum Value /supplied last 2 years	Total executed during last 2 years
E	PROJECTORS :  1. Multi-media Projectors 2. Video Conference Equipments Visualizers/ Electronic boards of reputed brands and related items.	10	5		
F	OFF-THE SHELF-PRODUCTS :  1. All Microsoft Products 2. Antivirus products 3. Operating Systems, Windows Server, UNIX flavors 4. Database Softwares or any other softwares	25	5		
G	Computer Consumables/Peripherals :  Keyboards (including wireless keyboards), Mouse (including wireless mouse), External Hard Disks, Normal or WORM tapes for storage, Cleaning Cartridges for Data Cleaning, USB Adaptors, Pen Drives, Laptop Batteries, etc. of reputed OEMs;	20	5		
H	UPS (With or Without batteries)  1. All capacity UPS systems with DSP controlled IGBT based rectifier technology in True on line configuration with double conversion using IGBTs in the inverter and converter. 2. Technology shall conform to the latest available in the market 3. Battery Type : Sealed Maintenance Free(SMF)/Tubular (Make and Type of batteries will be specified by the bank during tender process) 4. Servo voltage stabilizers with wide range and any other spares.	100	50		

**Annexure III****Part A****GENERAL TERMS AND CONDITIONS FOR FLOATING RFP:**

*The Terms and Conditions mentioned below are generic in nature and have been mentioned for the knowledge of the Bidders. These may be modified/suitably amended and included in the RFPs to be floated by our Bank, depending upon the specific requirements of procurement of the Goods and Services*

**1. Definitions**

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Bank" means Karnataka Vikas Grameena Bank;
- (b) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- (c) "The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- (d) "The Project Site" means various branches/administrative offices of Karnataka Vikas Grameena Bank.

**2. Standards**

2.1 The Goods supplied under the Contract shall conform to the standards mentioned in the Technical Specifications, and when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods; such standards shall be the latest issued by the institution concerned.

**3. Use of Contract Documents and Information**

3.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.2 The Supplier shall indemnify the Bank against all third-party claims of infringement of license agreement, patent, trademark, or industrial design, intellectual property or copyrights etc., arising from use of the Goods or any part thereof in India.

**4. Performance Security**

4.1 The successful bidder shall furnish to the Bank, the Performance Guarantee for an

amount as mentioned in the RFPs for ensuring completion of performance obligations during the warranty period with an extension of 3 months, within the deadline as stipulated in the RFP.

Provided that the Bank may, having regard to the value and/or nature of the goods of the purchase contract and, at its sole discretion, waive the performance guarantee

- 4.2 Failure of the successful Bidder to comply with the requirement of accepting the purchase order/ executing Contract and/ or submitting Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to any other next lowest evaluated bidder at the price quoted by L1 bidder or any other price which cannot be more than L2 bidders price. In such an eventuality bank retains the right to call fresh bids under this RFP barring the defaulting bidder. Further, such Bidder who had failed to comply with the requirements as aforesaid may be removed from the list of empanelled Suppliers.
- 4.3 The Bank shall be at liberty to set off/adjust the proceeds of the performance security towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

## **5. *Inspection and Quality Control Tests in case of large volume procurements***

- 5.1 Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:
- (i) Inspection / Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods, by the Bank/Bank's Consultants/Testing Agency. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;
- Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
- (ii) In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order and award the contract to the next evaluated vendor.
- 5.2 The inspection and quality control tests may be conducted on the premises of the Supplier, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Bank's representatives to be borne

by the vendor.

5.3 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.

5.4 For the System & Other Software, the following will apply: The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

5.5 On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate will be signed by the Testing Agency and the representative of the Bank .

## **6. *Delivery and Documents***

Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase Contract. The details of shipping/transport and/or other documents to be furnished by the Supplier are specified hereunder. The vendor should take responsibility of the Goods till it reaches the Delivery destination as informed by Bank. Vendor shall organize the Road Permits wherever required, any letter required for this will be given by the Bank.

- Original copy of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- Insurance certificate;
- Manufacturer's / Supplier's warranty certificate;
- Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates,
- Any other documents as per RFP/PO terms

## **7. *Insurance***

The insurance shall be for an amount equal to 110 percent of the CIF value of the Goods delivered from "Factory Site/Warehouse to final destination" covering "All Risks" (fire, burglary, SRCC, natural calamities such as Earth quake, floods etc.) valid for a period not less than 4 months after date of delivery.

## **8. *Transportation***

Where the Supplier is required under the Contract to transport the goods to a Specified place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier.

## **9. *Buy-back Option & Spare Parts***

The supplier shall undertake to buy-back the items at a later date on mutually agreed terms. The vendor shall stock adequate spares at their respective Zonal

/Regional/Support Offices to ensure a better uptime, at no cost to the bank.

## 10. Warranty

- 10.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in India.
- 10.2 The warranty period shall be normally 36 months from date of installation / Commissioning of the Goods. Provided that wherever the Goods could not be installed due to the site not being ready or for any reason attributable solely to the Bank, the warranty shall terminate after 39 months from the date of delivery. However it may vary as per RFP terms.
- 10.3 In case an equipment, peripheral or components (such as CPU, SMPS , Circuit Boards, monitors, printers etc.) are taken away for repairs, the vendor shall provide a similar standby equipment so that the equipments can be put to use in the absence of the originals/ replacements without disrupting the Bank's regular work.
- 10.4 If the Supplier having been notified, fails to remedy the defect (s) within 2 (two) days from the of receipt of such notice, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Bank may have against the Supplier under the Contract.
- 10.5 If during operation, the real Mean Time between Failures (MTBF) of any piece of equipment or component thereof does not prove to be within reasonable period of the specified MTBF, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to the Bank.

## 11. Maintenance Service:

11.1 Free on-site maintenance services shall be provided by the Supplier during the period of warranty. Bank may enter into AMC contract with the Vendor after the expiry of the warranty period of equipments viz. UPS, Computer Systems, Networking equipments, Systems Software, Printers etc., for a period normally not less than 3 years after the expiry of 3 years warranty period, at the discretion of the Bank.

11.2 The maximum response time for a maintenance complaint (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / telegram / fax /e-mail is made or letter is written) shall not exceed 2 ( two ) hours from the receipt of such communication from the nearest service centre.

11.3 Provided that the Bank shall have the option of entering into AMC in respect of all the goods or part of the Goods or completely opt out of the AMC.

11.4 Further provided that the Bank may, during the warranty or AMC, shift the goods wholly or

in part to other location(s) and in such case the Supplier undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to the Bank.

11.5 AMC Bank guarantees shall be submitted by the vendor for amounts as specified in the Purchase Order, valid for 3 years + 3 months before the expiry of the warranty period. Period may vary depending upon the requirement of H/w & S/w etc.

## **12. Prices**

Prices payable to the Supplier as stated in the Contract shall be firm and valid for 12 months from the date of PO and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc.

## **13. Change orders**

13.1 *The Bank may, at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:*

- a. *Specifications;*
- b. *Mode of shipment or packing;*
- c. *Place of delivery;*
- d. *Services to be provided by the Supplier;*
- e. *Quantity ordered.*

*13.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within 7 days from the date of Supplier's receipt of Bank's changed order.*

## **14. Assignment**

14.1 The Supplier shall not assign to others, in whole or in part, its obligations to perform the contract, except with the Bank's prior written consent.

## **15. Subcontracts**

15.1 The Supplier shall notify and obtain concurrence from the Bank in writing of all subcontracts / Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.

15.2 Subcontracts / Franchisees must comply with the provisions of Terms and conditions of Contract.

## **16. Delays in the Supplier's Performance**

16.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Bank.

16.2 Delay by the Supplier in the performance of its delivery obligations shall render the

Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

**17. Liquidated Damages**

17.1 If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the RFPs floated during procurement period , the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to minimum 0.5 percent per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Goods, until actual delivery or performance. Once the maximum is reached, the Bank may consider termination of the Contract.

**18. Termination for Default**

18.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

OR

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

18.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods and Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. On Termination by the Bank, AMC if entrusted to a Third party, the vendor shall undertake to pay the additional cost if any incurred by the Bank.

18.3 The Bank may, at any time, terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

18.4 The Bank, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

**19. Resolution of Disputes**

19.1 The 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.

- a) In case of Dispute or difference arising between the Bank and a 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 Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- b) Arbitration proceedings shall be held at **Dharwad, Karnataka** and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c) Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at **Dharwad, Karnataka** only.

## **20. Taxes and Duties**

- 20.1 Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees etc., in connection with delivery of goods at site including incidental services and commissioning. Payment of all taxes will be made on actuals, on production of suitable evidence of payment by the Supplier.
- 20.2 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.

## **21. Patent Rights:**

- 21.1 The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.
- 21.2 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to Settle such claim. If the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall on a mere demand by the Bank reimburse whatever expenses incurred by the Bank in this regard, within a period of 7 days of receipt of demand.

## **22. Hardware & System Software Maintenance:**

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware executes without defect or interruption for at least 99% uptime for 24 hours a day, 7 days a week of operation of the machine, worked on a quarterly basis.

If any critical component of the entire configuration is out of service for more than a day, the Supplier shall either repair the defective unit within 24 hours or immediately replace the defective unit or replace the same immediately at its own cost.

During warranty and later during AMC period, the Supplier will, in addition to attending the service calls as provided above, perform Preventive Maintenance once a quarter on a



mutually convenient day.

**23. Technical Documentation:**

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

**24. Right to use defective equipment:**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Bank shall have the right to continue to operate or use such equipment until rectification of defects, errors or omissions either by repair or by partial or complete replacement of such equipment without interfering with the Bank's operations.

**25. Standards:**

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards like ANSI, IEEE and X/Open etc. Please note that any quotation that does not provide the above information in the specified formats is likely to be rejected and the Bank will not enter into any correspondence with the vendor in this regard.

**26. Currency of Bids:**

26.1 After a Purchase Contract is awarded to a Supplier, the Bank may, at its discretion, make

further Purchases with the same Supplier for all/some of the goods originally quoted by him, at the same/reduced prices, up to a period as mentioned in the Purchase Contract from the date of Opening of the Bid without calling for fresh quotations.

26.2 Bank notifies the successful Bidder that his Price Quotation has been accepted and will send the Bidder the Purchase Order incorporating all terms of Purchase Contract.

26.3 The successful Bidder shall sign and date the Acceptance of PO & its terms and return it to the Bank within the deadline as stipulated in the Purchase order.

**27. Non-Disclosure Agreement:**

Vendor should agree to execute nondisclosure agreement as per **Annexure X** on awarding any purchase order from the Bank .

**28. New Vendors:**

If the Vendor is being empanelled for the first time, Bank may undertake inspection of factory premises.

**29. Payment Terms:**

Payment will be made to the vendor as per Purchase Order (PO) issued by HO/RO of the bank on satisfactory delivery and installation of the product within the prescribed period.

**ANNEXURE - IV**

**BID FORM**

Ref No.....

Place: .....

Date:../.../2020

The General Manager

KARNATAKA VIKAS GRAMEENA BANK,

Head Office, Belgaum Road,

**DHARWAD-580 008**

Dear Sir,

Having examined the Request for Proposal (RFP): **RFP/IT/Empanelment/2020 dated 03.07.2020**, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and install the items mentioned in the schedule of requirements for your Branches/ Offices in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the Delivery Schedule specified.

If our bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 10 % of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

*We further confirm that,*

In case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations

That similar or compatible hardware will be made available in the Purchaser's site to provide adequate emergency processing arrangements; and Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your 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 above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name & address of agent Amount & currency Purpose of commission or gratuity

(If none, state none)

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ..... day of ..... 2020

(Signature)

(In the capacity of) Duly Authorised to sign bid for & on behalf of (Name & Address of the Bidder)

**ANNEXURE – V**

**MANUFACTURERS AUTHORISATION FORM**

No. ....

Dated:     /     /2019

The General Manager

KARNATAKA VIKAS GRAMEENA BANK,

Head Office, Belgaum Road,

**DHARWAD-580 008**

Dear Sir,

Sub: **RFP/IT/Empanelment/2020 dated 03.07.2020**

We ..... who are established and reputable manufacturers of Systems/Servers/Printers/UPS having manufacturing facility at ..... and ..... do hereby authorize M/s. .... (Name and Address of Agents) to submit a bid, and sign the contract with you for the goods manufactured by us against the above RFP.

We hereby extend our full onsite guarantee and onsite warranty as per Clauses of Contract for the goods and services offered for supply by the above organization against this RFP and ensure availability of spares including processors during contract period of Six years. We confirm that all the equipment offered are not at 'End of Life' during the next one year and 'End of Support' for a minimum of 6 years.

Yours faithfully,

(NAME)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

Annexure VI**FINANCIAL, BUSINESS AND TECHNICAL CAPABILITY**

(All the Bidders submitting their Bids must submit the qualification application along with the information in the following formats together with the relevant documentation)

Name and address of Bidder:

Phone:

Telex:

Fax:

1. Latest Balance Sheet filed with \_\_\_\_\_ on \_\_\_\_\_  
(Attach audited copies of summary of annual accounts of past 3 years. **Please do not attach Annual Report Booklet**). Indigenous Bidders to attach copy of accounts audited under relevant section of Income Tax Act. In case the accounts are not required to be audited, a Chartered Accountant should attest the information in this statement.
2. Latest Profit & Loss Statement from \_\_\_\_\_ to \_\_\_\_\_  
filed with \_\_\_\_\_ on \_\_\_\_\_. (Attach an audited copy).
3. Net Sales (in respective currency):
  - a) During the last financial year (2019-20)
  - b) During the year before last financial year (2018-19)
4. Net Profit before Tax:
  - a) During the last financial year (2019-20)
  - b) During the year before last financial year (2018-19)

The profit and loss statements have been certified by .....

5. Bidders' Financial arrangements (check appropriate item):
  - a) Own Resources
  - b) Bank Credit
  - c) others (specify)
6. Certificate of financial soundness from Bankers of Bidders:
7. Income A to J Tax clearance:
 

Please enclose copies of following documents:

  - a) Details of Income Tax registration;

- b) Last Income Tax clearance certificate

8. Sales:

Details of hardware.	Value of current orders to be executed in respective currency	Value of anticipated sales for this financial year in respective currency

9. Licensed capacity to manufacture:

Description of equipment	Size & Capacity	Licensed capacity	No. of Units Manufactured		
			During Year (2019-20)	During Yr (2018-19)	During Yr (2017-18)

10. List, if any of Bidder's rate contract with the following organizations:

	Organization	Yes/No	If Yes, date contract finalized
a.	Directorate General of Supplies and Disposal, Government of India		
b.	Central Equipment Stores Purchase Organization for state Governments		
c.	Other regulatory Govt. bodies – Specify		

11. Describe Quality Control Organization, if any, and give the Organization Chart.

- (a) Are goods offered subject to batch test, random sampling or full 100% test for quality?
- (b) Are tests carried out by factory employees or by a separate testing agency?
- (c) Are independent Quality Control Organization checks made and certificates issued for manufacturing and support?

12. GST Registration certificate

**(Enclose necessary documentary proof)**

**Annexure VII: LIST OF MAJOR CUSTOMERS IN LAST 2 YEARS AND REFERENCES**

Sl. No.	Name and complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person	Nature and Quantum of Goods supplied during last 2 years	Value of Goods Supplied in last 2 years	Whether reference Letter Enclosed
1	2	3	4	5	6

**(Enclose necessary documentary proof)**

Annexure VIII

**SERVICE SUPPORT FORM**

		Nearest Service Center						
<b>S N O</b>	<i>Description of goods</i>	Address, Phone and Telex/Fax Nos of centre.	Name & Distance from Banks RO	Name of Service Engineers & Contact No	No. Of Admin staff	Value of Minimum Stock of spares available at all time	List of Model of items serviced in last two years	Accessibility time from nearest service centre to destination of goods

NOTES:

- Bidders are required to mention specifically the Name, Address, and Telephone Number of their Service Centre, Mobile No. Email ID etc for after Sales Service at the delivery location.
- Escalation Matrix is to be provided for all the locations.

(Enclose necessary documentary proof)



Annexure IX

**LETTER OF AUTHORISATION TO BID**

No. ....

Dated: / /2020

The General Manager

KARNATAKA VIKAS GRAMEENA BANK,

Head Office, Belgaum Road,

**DHARWAD-580 008**

Dear Sir,

Sub: Letter of Authorisation to bid for Karnataka Vikas Grameena Bank's RFP Ref No **RFP/IT/Empanelment/2020 dated 03.07.2020**

We M/s ..... (Name and address of the principal) hereby authorize M/s. .... (Name and Address of Agents), our Business Partner/Authorised Distributors to submit a bid, and sign the contract on behalf of us for all the systems/goods required by the bank as called for vide the bank's request for proposal reference no **RFP/IT/Empanelment/2020 dated 03.07.2020**.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against the RFP.

Yours faithfully,

(NAME)

(Name of principal vendor on whose  
behalf the proposal is submitted)

Note: *This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.*

## ANNEXURE-X

**NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT (the "**Agreement**") is entered into on this \_\_\_\_ day of 2020 by and between; Karnataka Vikas Grameena Bank, a body corporate constitute under the Regional Rural Act 1976 having its Head Office at Dharwad represented by ..... herein (hereinafter called **Disclosing Party or the "Bank"**), and with and address at (the "**Recipient**" or the "**Receiving Party**" or the "**Company**").

The Bank is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Company the Confidential Information on a strictly confidential basis for the purpose of (*mention the purpose for which the information is required to be shared/allowed to be accessed*). During the said process, the Bank may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Definition of Confidential Information.**

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is confidential or proprietary to the Bank and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Customer name and other information related to customers
- (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (iii) Plans for products or services, and customer or supplier lists;
- (iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- (vi) Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

The Company acknowledges that the Confidential Information is proprietary to the Bank, has been developed and obtained through great efforts by the Bank and that Bank regards all of its Confidential Information as trade secrets.

b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- (i) Was known to the Company prior to receiving the Confidential Information from the Bank ;

- (ii) Becomes rightfully known to the Company from a third-party source not known (after diligent inquiry) by the Company to be under an obligation to Bank to maintain confidentiality;
- (iii) Is or becomes publicly available through no fault of the Company;
- (iv) is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
- (v) Is or has been independently developed by employees, consultants or agents of the Company without violation of the terms of this Agreement or reference or access to any Confidential Information.

## 2. Disclosure of Confidential Information.

From time to time, the Bank may disclose Confidential Information to the Company. The Company will:

- (i) along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing
- (ii) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (iii) prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;
- (iv) along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this Agreement.
- (v) and not disclose any Confidential Information received by it to any third parties.
- (vi) be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from unauthorized disclosure or use of the Confidential Information and that Company acknowledges and agree that Bank shall have right to all its legal remedies directly against Company as if such breach is made by the Company itself without proceeding at the first instance against Representatives or the Sub-Contractors.

### 3. Use of Confidential Information.

The Company agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Bank. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Company hereunder. Title to the Confidential Information will remain solely with the Bank. All use of Confidential Information by the Company shall be for the benefit of the Bank and any modifications and improvements thereof by the Company shall be the sole property of the Bank.

### 5. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Company may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Company promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Company agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Company is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

### 6. Term.

This Agreement shall remain in effect for a \* (\* duration of the Original Agreement plus 10 years) (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the fifth year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

### 7. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Bank shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Bank shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Bank including loss of business opportunity, costs of business interruption its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

**8. Return of Confidential Information.**

Company shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request. Alternatively, the Company, with the written consent of the Bank may (or in the case of Notes, at the Company's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Company supervising the destruction.

**8. Notice of Breach.**

The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

**9. No Binding Agreement for Transaction.**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

**10. Warranty.**

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Bank . Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

**11. Effective Date of the Agreement:** This Agreement shall be effective upon its execution by both the parties.

**12. Miscellaneous.**

- a) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.
- c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- e) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above.
- f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- g) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
- h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

SIGNED for and on behalf of:-( Bank)  Signature: Name:   Title: (Authorized Signatory)  Witness: Signature: Name:	SIGNED for and on behalf of :-( Company )  Signature: Name:   Title: (Authorized Signatory)  Witness: Signature: Name:
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\_\_\_ END OF DOCUMENT \_\_\_