Online Request for Proposal (e-RFP)
For
Supply, Installation , commissioning, and maintenance of a Network Configuration Manager (NCM) solution.

e- RFP Ref. No: JKB/CHQ/T&D/NCM-Soln/2025-1346
Dated: 15-03-2025

Issued By
J&K Bank
Technology & Development,
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SCHEDULE OF RFP

e-RFP Reference No.	**JKB/CHQ/PP/Data-Research/2025-1344 Dated: 15-03-2025**
Date of Issue of RFP	**18-03-2025**
e-RFP Description	**Supply, Installation , commissioning, and maintenance of a Network Configuration Manager (NCM) solution**
Issuer of the RFP-Department	**Technology & Development Department**
Bank's Communication Details	**J&K Bank Technology & Development, 5th Floor, Corporate Headquarters, MA Road, Srinagar Mr. Adil Ayub Phone No :+91- 7006911877 email id –adil.ayub@jkbmail.com**
e-RFP Application Fee (Non – Refundable)	**Rs.1500/-(Rupees One Thousand Five Hundred Only) to be deposited through Transfer / NEFT to the below detailed A/c: Account Name: Tender Fee/ Cost Account 16-digit Account No : 9931530300000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters**
Earnest Money Deposit (EMD)(Refundable)	**Rs.1,50,000/- (Rupees One Lac Fifty Thousand Only) to be deposited through transfer / NEFT to the following A/c with Bank details given as: Account Name: Earnest Money Deposit(EMD) 16-digit Account No : 9931070690000001 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	**5% of total contract Value**
Bid Document Availability	**NIT is available on and can be submitted on Bank's**

including changes/amendments, if any to be issued	e-Tendering Services Provider's Portal **https://jkbank.abcprocure.com/**from **March 18, 2025 16.00 Hrs.** **April 08, 2025 17.00 Hrs.**
Pre-bid Queries submission Date and Mode	All Clarifications/Queries shall be raised online only through e-Tendering Portal **https://jkbank.abcprocure.com/** by or **before March 26 ,2025**
Clarifications to pre-bid queries will be provided by the Bank.	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on **April 03, 2025**
Last Date of Submission of RFP	**April 08, 2025 17.00 Hrs.**
Submission of online Bids	As prescribed in Bank's online tender portal **https://jkbank.abcprocure.com**
Date and time of opening of technical bid	**To be notified separately**
Corrigendum	All the Corrigendum will be uploaded on online tender portal **https://jkbank.abcprocure.com** only
For e-Tender related Queries	**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:**

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DISCLAIMER

The information contained in this RFP 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 RFP document and all other terms and conditions subject to which such information is provided. This RFP 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 RFP 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 RFP 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 RFP 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 RFP. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. 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 RFP 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 RFP. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The issue of this RFP 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 RFP.

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 RFP 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 RFP. 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 RFP 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 RFP. The bidders shall not assign or outsource the works undertaken by them under this RFP awarded by the Bank, without the written consent of the Bank.

List of Abbreviations

DC	Data Centre
DR	Disaster Recovery
HA	High Availability
BG	Bank Guarantee
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
SP	Service Provider
EMD	Earnest Money Deposit
SLA	Service Level Agreement
NDA	Non-Disclosure Agreement
SI	System Integrator
PO	Purchase Order
RFP	Request For Proposal
AMC	Annual Maintenance Contract
NCM	Network Configuration Manager
ATS	Annual Technical Support
EOL	End of Life
EOS	End of Support
CVE	Common Vulnerabilities and Exposures
NIST	National Institute of Standards and Technology
CERT	Computer Emergency Response Team
SSH	Secure Shell
API	Application Programming Interface
SIEM	Security Information and Event Management
ITSM	IT Service Management
LDAP	Lightweight Directory Access Protocol

TACAS+	**Terminal Access Controller Access-Control System**
NIPS	**Network Intrusion Protection System**
SDWAN	**Software Defined Wide Area Network**
SPOC	**Single Point of Contact**
HTTPS	**Hypertext Transfer Protocol Secured**
HA	**High Availability**
CLI	**Command Line Interface**
RCA	**Root Cause Analysis**
PCI-DSS	**Payment Card Industry-Data Security Standard**
VAPT	**Vulnerability Assessment and Penetration Test**
EAPT	**External Attack and Penetration test**
PDF	**Portable Document File**
CSV	**Comma Separated Values**

CONTENTS

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 RFP

Bank intends to onboard a reputed vendor for procurement, installation, commissioning, and maintenance of a Network Configuration Manager (NCM) solution, in order to enhance centralized management, configuration, and monitoring of network devices, ensuring compliance with industry standards and strengthening operational efficiency. In this endeavor, the Bank invites proposals from capable and experienced Bidders to provide a comprehensive solution for a period of 3 years.

The solution should be an OEM-agnostic NCM solution to streamline network device configuration and change management while ensuring compliance with applicable guidelines, regulatory standards, and internal cybersecurity policies. The project includes supply, installation, commissioning, and ongoing maintenance of the solution across Bank.

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 Technical Evaluation.

The bidders meeting the Eligibility Criteria as per Annexure D will be considered for technical 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 should be read along with the technical specification mentioned at Annexure E1 to ensure complete compliance to the scope of work. The scope of work shall include but not limited to:

A. General Requirements:

1. Bidder to provide an OEM-agnostic NCM solution to handle approx. 3500 number of devices, which will cover network infrastructure of the Bank. The quantity mentioned in this RFP are indicative and actual quantities will be as per requirement of the Bank at the time of implementation and accordingly payment will be released. The above-mentioned Quantity of 3500 licenses may vary as per Bank' requirement. In order to arrive at cost of Licenses, unit price of license and other components quoted by the Bidder will be considered.

2. In line to Scope, the implementation of all NCM module shall be done by OEM. The professional services team of OEM must be deputed on-site until the complete solution implementation, integration of all network devices and signoff of all the solutions from the Bank. The bidder shall do back-to-back tie-ups with OEM for the same wherever required. The bidder should provide the Project Implementation Plan duly vetted and approved by the OEM and submit the same to Bank for approval before the start of installation/implementation of the solutions.

3. The bidder should provide complete services for the solutions under the scope as per RFP including supply, installation, implementation, integration, management, maintenance, support, audit compliance and knowledge transfer for a period of 3 years (i.e. 1 Years Warranty & 2 Years ATS post warranty).

4. The hardware/servers along with its AMC will be provided by the Bank. The bidder should offer NCM solution that must be compatible with x86 based hardware (on virtualized environment on Hyper-V). The proposed solution must be based and functional on Oracle database only and the Oracle database will be provided by the Bank.

5. The solution shall include all components and sub-components like software licenses, accessories as per specification & scope mentioned in the RFP. The bidder should supply any other components (if required for commissioning of the solution as a part of RFP) at no extra cost to the Bank.

6. The solution must not require software agents on the devices.

7. The bidder shall ensure that during the contract period, the performance, security, network availability, etc. of the Banks' existing Network Setup must not be compromised.

8. The bidder shall ensure that the existing data in currently running solution should be migrated to new solution; else the bidder shall arrange to store the data of existing solution in retrievable & readable format as per Bank's requirement.

9. The bidder should be responsible for all of the requirements in software, licensing, implementation of upgrades/patches/version changes etc., due to whatsoever reason but not limited to End Of Life (EOL) or End Of Support (EOS) within stipulated time but not later than one month from the date of release without any additional cost to the bank. The bidder should ensure that no devices/tools/solutions announced/ declared EOS/EOL during the contract period and if any solution is declared/announced EOS/EOL during the period of contract, the bidder should replace that solution with upgraded one without any additional cost to Bank.

10. The proposed Network Configuration Manager (NCM) solution must proactively detect and mitigate network vulnerabilities by continuously monitoring device configurations, security policies, and firmware versions against known threats and industry best practices. The solution should perform automated vulnerability assessments, identify misconfigurations, outdated firmware, and security gaps, and provide real-time alerts with recommended remediation actions. It must integrate with threat intelligence feeds and security frameworks such as CVE, NIST, and CERT advisories to detect emerging threats and enforce proactive security measures. Additionally, the system should support automated patch management, risk scoring, and compliance validation to ensure a secure network environment. The bidder must ensure timely updates and vulnerability mitigation throughout the contract period, aligning with the Bank's cybersecurity policies and regulatory requirements.

11. The bidder is responsible to provide operation, maintenance and support after successful implementation sign-off of the solutions as per RFP, and the below minimum activities to be performed by the bidder, but not limited to, from time to time, in relation to maintenance & support and upgrades/updates/patches etc.:

- Identifying Root Cause and Analysis
- Hardware & Software System monitoring,
- Troubleshooting & Performance Tuning,
- Operating System and Firmware Upgrades,
- Manage and maintain NCM databases
- Upgrades of supplied software,
- Preparing and/or sharing Advisories on software upgrades & vulnerabilities time to time,
- Support during DR Drills,
- OS Administration & patching as per OEM guidelines
- Provide the daily & weekly status reports as desired by Bank
- Audit Compliance as per Bank's requirement and Statutory guidelines
- Any support required to make system & solution up and running as per SLA.
- The above mentioned activities are indicative list; however, the successful bidder must provide end-to-end support for any activities related to solutions and resolution of any issues related to deployed solution without any extra cost to the Bank.

12. The proposed Network Configuration Manager (NCM) solution must include advanced troubleshooting capabilities to quickly diagnose and resolve network configuration issues with minimal downtime. It should provide real-time detection of configuration inconsistencies, unauthorized changes, and errors, triggering alerts for immediate action. The solution must support automated root cause analysis (RCA), historical configuration comparison, and an intuitive rollback mechanism to restore previous stable configurations seamlessly. It should offer secure remote troubleshooting via SSH, Telnet, or API-based access while integrating with ITSM and SIEM systems for streamlined incident response. Additionally, the system must maintain detailed audit logs of all troubleshooting activities, ensuring compliance with internal security policies and regulatory requirements. The bidder must guarantee 24x7 support for troubleshooting and resolution of network configuration issues in adherence to the Bank's Service Level Agreements (SLAs).

13. After successful installation & testing of the Solution with all its component, the pre-live Audit shall be conducted by Bank or Bank appointed Auditor or regulatory authority. All findings/issues pointed out in the audit report to be complied/fixed before production of the solution (Incl. all component i.e. Application, OS, Database etc.). Bidder has to perform OS level hardening as per bank guideline The Bank IS Team and Other statutory authorities conduct review/ audit of the solutions time to time, and all such audit reports to be complied by the bidder/OEM within the timelines, during the entire period of contract.

14. The production sign-off will be provided after pre-live audit clearance of the solution.

15. The bidder shall adhere to the Service Level Agreements (SLA) and regular monitoring and reporting it to the Bank.

16. The solution must be compliant with Bank's IS, IT and Cyber policies, internal guidelines, regulatory standards and countrywide regulations and laws from time to time.

17. The solution must be GUI-based and accessible via web browsers for ease of use.

18. It must be OEM-agnostic, supporting network devices from all major manufacturers, regardless of model, hardware, or OS version.

19. The bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. and Integrity certificate should be submitted to the bank as per the related format.

20. The bidder must have an arrangement with the OEM such that the bidder/ Bank' System Integrator's/ Bank should be able to log a call with the OEM directly.

21. The bidder should have a 24x7 throughout the year support contact center in order to log the calls. The contact center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company.

22. Bidder have to create Branches/DC-DR wise dashboards and map users accordingly.

23. The bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. and Integrity certificate should be submitted to the bank as per the related format.

24. The bidder must provide all the software/accessories/related appliances supplied that shall be compatible with IPv4 & IPv6 and comply with all latest security protocols & industry standards

25. The solution should support managing 5000+ network devices, including routers, switches, firewalls, load balancers, and other components (physical, virtual, or software-based).

26. The bidders shall also provide the following documents as part of the deliverables of the project both in soft and hard copies:
    i.   Project design/plan
    ii.   Executive summary report for the project
    ii.   Weekly update and daily project tracking status
    iii. Original manuals of all proposed software/applications
    iv.   Standard Operating Procedures
    v.   Installation & Technical Configuration Documents
    vi.   Network & Security Design Documents (Vetted by OEM and to be approved by the Bank)
    vii. Troubleshooting Manual
    viii. Functional and operational requirements
    ix.   Product description
    x.   Guidance for Industry best practices of implementation guidelines
    xi.   User acceptance test plan
    xii. Training materials etc.

27. The system must support SNMPv2, SNMPv3, IPv4, and IPv6.

28. The solution should integrate with ITSM systems, SIEM, LDAP, Active Directory, TACACS+, Radius, and other network tools.

29. The bidder shall integrate all Bank network and network security devices (Incl. Routers, Switches, Load Balancer, Links, Firewalls, NIPS, SDWAN devices and any upcoming network devices etc.) in the monitoring tools and provide the unified Dashboard for monitoring & Management of devices. The solution should be able to integrate devices of any make and model.

30. Availability of different dashboards for different business services and the dashboard must be customizable as per Banks' requirement.

31. There should be 24x7x365 OEM Support for any technical issue for the entire supplied product for the entire contract period.

32. The bidder is responsible for calculation of Hardware sizing like no. of servers and storage space required to run the NCM software successfully for a period of 5 years from date of successful installation.

33. The bidder has to conduct at least one DR Drill in each quarter, for the solution and as and when required by the Bank without any additional cost to the Bank.

34. Bidder shall assign one of its employee, without any additional cost to the Bank, who shall act as the Single Point of Contact (SPOC) for the entire contact duration. The entire OEM implementation team and Bidder SPOC should report onsite throughout the implementation period (i.e. till project signoff from Bank) of the solution.

35. The Bank can perform internal and 3rd party audits and the bidder should support for various audits as per need and comply with audit observations within the timelines.

36. The system should be scalable for horizontal and vertical growth without significant architectural changes.

37. The solution must operate in High Availability (HA) mode, with failover capabilities between Data Center (DC) and Disaster Recovery (DR) sites in an Active-Passive setup.

38. During mandatory DR drills, the solution must function seamlessly in DR mode.

39. Only secure communication protocols (e.g., SSH, HTTPS) must be used for accessing and configuring devices.

40. Detailed audit logs for all system and configuration changes, including user activities, must be maintained for a minimum of one year, with export options to Syslog servers or external storage.

41. The solution should automatically detect, download, and deploy necessary patches, updates and version upgrades for the NCM software ensuring that all components remain up-to-date without manual intervention.

42. Bidder shall provide senior level on-site support for addressing any issue with NCM solution.

43. Whenever up-grade version of software is available, it should be up-graded without any additional cost during the contract period.

44. The new releases (minor / major), versions, bug fixes etc. for the software will be supplied to the Bank at no extra charge, with necessary documentation.

45. The Bidders should submit a list of support centre addresses, contact person and the escalation matrix for the delivery setup and support centre's also.

46. The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines.

B. Configuration and Change Management

1. The solution must support automated and manual configuration management for network devices.

2. It should allow rollback to previous configurations, maintaining at least three prior versions.

3. Provide reusable templates for bulk configuration changes and new device setups.

4. Detect, alert, and log real-time configuration changes made across the network, regardless of the source.

5. Automatic configuration backups, restore and updates must be supported, with scheduling options.

6. Enable simultaneous execution of configuration tasks across multiple devices and locations.

7. Actions performed during remote CLI sessions must be recorded and auditable.

C. Discovery, Inventory, and Topology Management

1. Automatically discover devices across LAN/WAN networks and maintain an updated inventory.

2. Identify and alert on new or removed devices during subsequent discoveries.

3. Provide a graphical Layer 2/Layer 3 topology map, filterable by device IP, group, or location.

4. Integrate intelligent alarms, root cause analysis (RCA), and impact analysis for device health and fault monitoring.

D. Compliance and Policy Management

1. Automate network audits to ensure continuous compliance with organizational and regulatory standards (e.g., PCI-DSS, NIST).

2. Automate policy checks and generate compliance reports.

3. The solution should perform scheduled and on-demand audits of network configurations, access controls and policy adherence, generating detailed compliance reports and risk assessments.

4. Detect and remediate policy violations automatically or via user-defined actions.

5. Maintain a comprehensive audit trail of configuration changes for compliance and forensic purposes.

6. Support onboard retention of compliance logs for at least one year.

7. The solution should comply with all security certifications and regulatory requirements of the Bank (VAPT, Process Audit, EAPT, risk assessment etc.) as per policy to ensure data consistency and data security.

8. The bidder shall be responsible for ensuring that the solution must comply with the IT, Information Security and Cyber Security guidelines of the Bank or any regulatory/statutory/government/non-government body, as applicable and enforced from time to time throughout the contract period without any additional cost to the Bank within timelines as defined by the Bank. The solution should have secure, authorized and privilege based access for solution management console.

9. The solution must comply with data sharing policies and regulations and ensure data is shared only with authorized parties and departments.

10. Solution should comply with Digital Data Protection Act 2023 and Data localization norms/ guidelines issued by Govt of India/RBI/any statutory body.

E. Reporting and Dashboards

1. Provide a centralized, customizable dashboard for real-time monitoring of network device compliance, configuration changes, and health.

2. Generate scheduled or on-demand reports in formats such as Excel, PDF, and CSV.

3. Reports should include detailed configuration logs, compliance summaries, trend analysis, and task success/failure rates.

4. Provide daily summary notifications and alerts for critical events.

F. Implementation and Training

1. The vendor must deploy the solution using a professional team with support from the OEM.

2. Temporary licenses should be provided during implementation to ensure seamless setup and testing.

3. Conduct comprehensive training sessions for administrators and end-users, with detailed manuals and standard operating procedures (SOPs).

G. Hardware/Software Sizing

1. The Bidder shall be responsible to size the infrastructure and setting up of the UAT (User Acceptance Test), Production, and DR (Passive Disaster Recovery) Environments.

2. Bidder shall be responsible for providing all Software and/or Tool and/or any other required deliverables to complete the solution as per RFP requirement.

3. Bidder to submit the sizing for all the components of the solution including Hardware and software (such as Server, OS, DB etc.) with technical bid document at the time of bid submission.

4. Bidder should ensure to size the hardware as per Bank's requirement mentioned in the RFP to adhere the SLA, and Bidder shall ensure that there's no performance issue during the contract period. Bidder should ensure all the CPU utilization of any server/ appliance should not go beyond 70% in the complete tenure of contract.

5. Bank shall provide the complete hardware requirement details as per the Bill of Material of Offered Solution/ Hardware shared by the successful Bidder.

6. The AMC/ATS of the hardware and Oracle database (if applicable) provided by the Bank to the bidder shall also be provided by the Bank. However, Successful Bidder is to provide the ATS of all Software/ applications etc. for NCM Solution to the Bank. Bidder shall be responsible for installation, management, reinstallation, maintenance, trouble shooting, vendor coordination/management etc. for overall solution in all the setups (as per RFP) including Bank supplied components.

H. Licenses

1. The Bidder to provide perpetual enterprise licenses for the NCM Solution. All the procured licenses and any other components of the solution must be in the name of the Bank. Bank shall be entitled to use these licenses even after the expiry of the contract between the Bank and bidder without any commercial obligation.

2. The bidder shall be responsible for procuring all the licenses for the NCM solution including all components required for implementing the solution and furnish the Bank with all the licensed software/ applications/ components developed or procured during the contract period. The licenses provided should be in the name of the Bank.

3. The bidder will be responsible for managing the licenses and ensuring compliance and tracking the license expiry dates and renewal requirements of the NCM solution licenses during the contract period.

4. Bank shall procure the licenses as per their requirement during the contract period. The same license should be re-usable on premise or on cloud any time as per bank requirement without any additional cost to bank.

5. The bidder shall assume full responsibility for any legal consequences that may arise from infringement of patents, trademarks, copyrights related to the solution and/or licenses supplied by the bidder to the Bank.

I. Scalability

The NCM solution must be scalable to adapt to cater increasing number of network devices/links up to 5000 in number as per future requirement of the Bank.

J. Warranty & Maintenance

1. Software Acceptance: - Bank will carry out the acceptance tests for testing of NCM solution and verification that the supplied components are as per bill of material through Bank or Bank appointed third party auditor. The Bidder shall assist Bank in all acceptance tests to be carried out by Bank. Bidder needs to rectify all the gaps highlighted in the Acceptance testing without any additional cost to Bank.

2. Solution Go-Live and final sign-off: - The final sign off shall be provided by the Bank after complete installation and implementation of all the components as per the Purchase Order and to the satisfaction of the Bank. Warranty period of 1 years and start post completion of warranty period.

3. Bidder should provide comprehensive onsite warranty and Support/Subscription for all supplied components. The warranty will start from the date of Go Live of Solution. During the warranty period and AMC/ATS period, bidder is required to install upgrades, new releases and handle the faults/problems at no extra cost to Bank.

4. The Bidder shall be responsible to provide an onsite comprehensive 1(One) Years Warranty from the date of Go-live and Go-Live sign-off by Bank and AMC and ATS (BACK-TO-BACK with OEM) for next 2 (two) years after expiry of warranty period for all supplied software, applications, components etc. at the respective delivered locations of the Bank as provided in the Purchase Order and SLA.

5. The Bidder shall provide patches, updates, and upgrades throughout the contract period and implement the same without any additional cost to the Bank other than TCO.

K. ESCROW ARRANGEMENT FOR SOFTWARE

The Bidder should agree for Escrow arrangement in following manner:

- The bidder shall provide, at its own cost, escrow mechanism for the software used (all components) for rendering the services in order to protect the Bank's interest in an unexpected eventuality at its cost. The software should be periodically tested and latest version to be kept under Escrow.
- For the third party licensed software used by the bidder for rendering the required services, then the Bidder should have an Escrow agreement with the licenser for the software used (all components) in order to protect the Bank's interest in an eventual situation. In an eventuality the licenser should be in a position to hand.

L. End-of-Sale and End-of-Support of the Solution:

The Proposed solution (software/Application Software etc.) provided by the successful bidder including the surrounding applications/software deployed by the Bidder, if any, should not be declared end of sale within 5 years of sign off of the project by the Bank. In addition, the solution provided by the successful bidder including the surrounding applications/software deployed by the Bidder, if any, should not be declared end of support during the contract period and extension period, if any. If at all the solution or any Application Software provided by the bidder is declared

end of sale within the 5 years of sign off of the project and/or end of support during the contract period of 5 years or during the extension period, if any, as per the discretion of Bank, the successful bidder has to provide & implement the upgraded version (software/solution) free of cost, to the Bank.

M. Scope under Support (Annual Technical Support):
1. The vendor shall provide Offsite Comprehensive maintenance & support of all application solutions, products, services, modules and accessories as per specification given in RFP.

2. The ATS for the respective Solution should include the following:
   - All minor and major version upgrades during the period of contract at no extra cost.
   - Program updates patches, bugs & fixes and critical security alerts as required.
   - Documentation update.

N. Audit and Compliance Gaps (Regulatory/ Statutory/ Bank Regular Internal and External Audits)

Bidder to ensure to close all the regulatory audit observations related to the NCM solution within the timeline defined by the regulatory authority or Bank. In case of delay in compliance and/or closure of individual audit observations, beyond defined closure timelines by the Bank, penalty would be levied @ Rs. 5000 per day per audit observation.

Immediate remedial action should be taken upon flagging of observations / vulnerabilities having critical and high rating without waiting for final report.

Bidder must be submitting the compliance document confirming that the identified gaps have been closed. If any penalty is levied by any regulator on the Bank which is attributed to the solution or any of its components, then the entire amount of such loss shall be recovered from the bidder on actual basis.

O. Other Terms and Conditions
1. The Service Provider shall comply with the directions issued from time to time by Bank and follow the industry and statutory standards related to the security and safety, in so far as it applies to the provision of the Services relating to the Project defined as per RFP.

2. The Service Provider shall upon prior intimation by the Bank or its nominee(s) participate in regular meetings where safety and information technology security matters are being reviewed.

3. Consortium Bidding will not be accepted by Bank.

4. The issues need to be resolved as per the timelines mentioned in the SLA. The issues mentioned below need to be addressed as per the below mentioned timelines

Classification	Response Time	Resolution Time

Issues in Network device integration process	1 hours	8 hours
If any bug need to fix or any configuration error	1 hours	8 hours
Reports / Statistic are giving error for device up-to. 8 no. of device	1 hours	8 hours
Reports / Statistic are giving error for device more than 8 no. of device.	1 hours	4 hours

5. Location of Work

The successful bidder shall be required to work in close co-ordination with Banks teams and may be required to work at locations prescribed by Bank such as Banks DC/DR and other offices as per requirement. All expenses (travelling/lodging, etc.) shall be borne by the successful bidder

1. **CHQ , Srinagar**
   Jammu & Kashmir Bank Ltd.
   Corporate Headquarters,
   MA Road, Srinagar-190001

2. **Data Center Noida**
   Jammu & Kashmir Bank Ltd.
   Green Fort Data Center, Plot B7, Sector 132, Noida U.P.-201301

3. **DR Mumbai**
   CtrlS Data Center,
   Mahape, Navi Mumbai,Maharashtra , 400701

6. Invitation for Tender Offer

J&K Bank invites tenders for Technical bid (online) and Commercial bid (online) from suitable bidders. In this RFP, the term "bidder" refers to the bidder delivering products / services mentioned in this RFP.

The prospective bidders are advised to note the following: The interested bidders are required to submit the Non-refundable RFP Application Fees of ₹1500 by way of NEFT, details of which are mentioned at clause of Earnest Money Deposit in Part C.

1. Bidders are required to submit Earnest Money Deposit (EMD) for ₹1,50,000/- (Rupees One Lac Fifty 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 solution as per the required scope needs to be rolled out as per the delivery timelines mentioned. The phases of the Schedule are as follows:

PROJECT PHASES:

1. Project Plan
2. Delivery of Solution
3. User Acceptance Testing
4. Operationalization of Solution
5. Solution Review

1. PROJECT PLAN:

Successful Bidder shall submit the project plan for complete implementation of the solution as per the Scope of Work detailed in this RFP along with Solution Architecture, DFD and other required documents. This plan should be submitted for review and bank's acceptance within two week after the issuance of PO to the successful bidder.

Bank shall issue a Project Plan signoff accepting the same. It shall be the responsibility of the successful bidder to submit and get the plan approved by the Bank authorities within the timelines mentioned above without any delay. Bank shall have the discretion to cancel the purchase order in lieu of delay in submission of the project plan.

2. PROJECT MILESTONES & DELIVERY

The solution must be implemented as per project scope within a period defined in this RFP. Rollout of the solution has to be as per the below timelines:

SNo.	Milestone	Timeline
1	**Issuance of PO**	Week 0
2	**Signing of SLA & NDA**	Within 2 Weeks from issuance of PO
3	**Delivery of licenses (other than NCM Licenses), other components and all software required for setting up complete solution as per RFP**	Within 4 weeks from Issuance of PO
4	**Assessment to set up the complete NCM solution as per RFP and Finalization as well as acceptance of**	Within 6 weeks from Issuance of PO

	Design Document along with Plan of action (POA) by Bank	
5	Installation, configuration, implementation of complete NCM Solution at DC and DR and Migration (if any) including UAT signoff which includes: • Setup of Infrastructure i.e., OS, DB and other components installation and implementation • Installation, Configuration and Setup of solution • Integration with other solutions, as applicable • User Acceptance Testing • UAT Sign-Off	Within 8 weeks from Issuance of PO
6	Go Live of overall NCM solution (on Hardware provided by the Bank) for production in DC and DR, including delivery of NCM Solution Licenses at time of go live. a. Pre Go-Live /UAT observation closure report submission b. Go-Live and it's Sign-Off from Bank	Within 10 weeks from Issuance of PO

Successful bidder is expected to provide detailed project implementation status on weekly basis.

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/Performance 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 besides taking any other appropriate action.

EXTENSION OF DELIVERY SCHEDULE:

If, at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion may extend the Bidder's time for performance against suitable extension of the performance guarantee for delivery.

NON-DELIVERY:

Failure of the successful bidder to comply with the above delivery schedule, shall constitute sufficient grounds for the annulment of the award of contract and invocation of bank guarantee (delivery) besides taking appropriate action against the successful bidder including blacklisting such bidder from participating in future tenders.

3. **USER ACCEPTANCE TESTING:**

   Successful bidder shall assist Bank in the User Acceptance Testing of the solution for the functionalities stated in this RFP document. Bank shall issue a UAT signoff on successful completion of the UAT for all channels. If the UAT fails or there is undue delay of the completion of the UAT due to reasons attributable to the successful bidder, Bank may at its own discretion cancel the purchase order and invoke the Bank guarantee for implementation.

4. **OPERATIONALIZATION OF SOLUTION:**

   Bank shall issue Go Live Signoff on successful operationalization of the solution. If there is delay in the operationalization of the solution, Bank reserves the right to cancel the purchase order and invoke the Bank guarantee submitted for implementation.

5. **REVIEW:**

   The solution shall remain under review for a period of 3 months from the date of issuance of Go Live Certificate as stated above. The Successful bidder shall be readily available during the review phase for troubleshooting and other support. During the review phase, Bank may request changes to the application as per its requirement and no extra costs shall accrue to the bank for the effort involved in the same. Bank shall issue final acceptance signoff at the end of the review phase.

B-EVALUATION PROCESS

The endeavor of the evaluation process is to find the best fit Solutions as per the Bank's requirement at the best possible price. The evaluation shall be done by the Bank's internal committees formed for this purpose. Through this RFP, Bank aims to select bidder(s) /Service provider(s) who would undertake **Supply, Installation, commissioning, and maintenance of a Network Configuration Manager (NCM) solution.** The bidder shall be entrusted with end to end responsibility for the execution of the project under the scope of this RFP. The bidder is expected to commit for the delivery of services with performance levels set out in this RFP.

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

Stage A. Evaluation of Eligibility

Stage B: Technical Evaluation

Stage C. Commercial Evaluation

The three 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 and those bidders qualifying Stage B will be considered for Stage C. 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 RFP.

Stage A-Evaluation of Eligibility

The Bidders of this RFP 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 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 RFP process.

Stage B-Evaluation of Technical Bid

All technical bids of bidders who have Qualified Stage A will be evaluated in this stage and a technical score would be arrived at. The bidder should meet the technical requirements as mentioned in the Annexure E1. The Bank will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective bidders. The Bank plans to, at its sole discretion, waive any minor non- conformity or

any minor deficiency in an offer. The Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

Bidders scoring at-least overall score of 70 marks or more ,as per Technical Bid Format in Annexure E ,will be declared technically qualified.

Bank may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank. Those Bidders who meet the threshold score of **70** or more will be considered as "Qualified under Stage B" and will be considered for evaluation under Stage C. Those who do not meet the above threshold will not be considered for further evaluation and their EMD will be returned.

The bidders will submit the Technical Bid in the format as per Annexure E. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

Stage C-Evaluation of Commercial Bid

All bidders who meet the requirement of the stage B will be considered for evaluation under Stage C. The bidders will submit the Commercial bid in the format as per Annexure F. L1 shall be selected for on the basis of lowest commercials. The bank at its own discretion may undertake reverse auction

C-RFP SUBMISSION

1. e-Tendering Process

This RFP 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.abcprocure.com**

- a) Vendor Registration
- b) Publishing of RFP
- 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:

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:

Sr. No	Name	Mobile No.	Email ID
1	Utkarsh Pal	6352632098	utkarsh@eptl.in
2	Mubassera Mansuri	7859800621	mubassera@eptl.in
3	Sandhya Vekariya	6352631968	sandhya@eptl.in
4	Trupti Patel	6352631766	trupti.p@eptl.in

No consideration will be given to e-Bids received after the date and time stipulated in this RFP 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 RFP.

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

3. RFP Fees

The non- refundable RFP application fee of Rs.1,500/- is required to be paid by the prospective bidders through NEFT as per the following details:

Bank Details for RFP 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 1,500/=

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 1,50,000 (Rupees One Lac Fifty 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 1,50,000/=

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 RFP Subject, RFP No. and date to the following address:

Address:	Technology & Development Department, J&K Bank Ltd. 5th Floor Corporate Headquarters, MA Road Srinagar, J&K Pin- 190001

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 selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.

d. 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, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (other than Jammu & Kashmir Bank) from any scheduled commercial bank in India for 5% of the total project cost for 3 years and valid for 3 year+6 months including claim period of 6 months, validity starting from its date of issuance. The PBG shall be submitted within 30 days of the PO issued from the Bank.

b. The Unsuccessful Bidder, only after acceptance of the PO by the selected bidder.

5. Performance Bank Guarantee (PBG)

The successful bidder will furnish unconditional performance bank guarantees (other than Jammu & Kashmir Bank) from any scheduled commercial bank in India, for 5% of the total Purchase order cost for a period 3 years + 6 months. The format of the PBG is given as per Annexure H .The PBG shall be submitted within 30 days from the date of issuance of Purchase order by the Bank. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Successful Bidder. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Bank on the printed letterhead of the issuing Bank. Such forwarding letter shall state that the PBG has been signed by the lawfully

constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank may invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

6. Tender Process

i. Three-stage bidding process will be followed. The response to the tender should be submitted in three parts: Eligibility, Technical Bid 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 RFP. Any Bid, which stipulates conditions contrary to the terms and conditions given in the RFP, is liable for rejection. Any decision of Bank in this regard shall be final, conclusive and binding on the Vendor.

iii. L1 vendor(s) will be arrived at through Online Reverse Auction (ORA). After ORA, 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(s) (in normal cases). Rates fixed at the time of contract will be non-negotiable for the whole contract/SLA period and no revision after 1 years will be permitted subject to Bank review. This includes changes in taxes or similar government decisions.

vi. This contract will be awarded initially for a period of one (1) year from date of signing the contract & shall be further extended if both parties wish to continue on the same terms of service.

vii. 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.

viii. If any of the shortlisted Vendors are unable to fulfil the orders within the stipulated period, Bank will have the right to allot those unfulfilled orders to other participating vendors, after giving 15-days" notice to the defaulting Vendor, provided the next vendor (L2)

matches the rate fixed. 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.

7. Bidding Process

i. The bids in response to this RFP must be submitted in three parts:

    a. Confirmation of Eligibility Criteria
    b. Commercial Bid" (CB).

   i. The mode of submission of Confirmation of Eligibility Criteria and Commercial Bid (CB) shall be online.

   ii. The Bidders who qualify the Eligibility Criteria will be qualified for commercial bid evaluation. The successful Bidder(s) will be determined based on the Lowest Commercial Quote (L1) after reverse auction as per the stated Commercial Evaluation process.

  iii. Bidders are permitted to submit only one Bid and relevant Commercial Bid. More than one Bid should not be submitted.

  iv. 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.

   v. 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 RFP and Security Deposit (EMD amount) will not be permitted to participate in the bid and bid shall be summarily rejected.

  vi. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder'

 vii. 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.

 viii. No rows or columns of the tender should be left blank. Offers with insufficient information are liable to rejection.

  ix. 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.

   x. 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.

  xi. Modification to the Bid Document, if any, will be made available as an addendum/corrigendum on the Bank's website and Online tendering portal.

  xii. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders' queries etc., if any to this RFP, 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 RFP.

xiii. Prices quoted should be exclusive of GST.

xiv. Applicable taxes would be deducted at source, if any, as per prevailing rates.

xv. 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.

xvi. 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.

xvii. 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.

xviii. 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.

8. 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.

9. Bid Validity Period

i. Bid shall remain valid for duration of 06 calendar months from Bid submission date.

ii. Price quoted by the Bidder in Reverse Auction shall remain valid for duration of 06 calendar months from the date of conclusion of RA/ORA.

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.

10. 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.

11. 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.

12. Contents of Bid Document

i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.

ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility of Bidders and shall be summarily rejected

iii. The information provided by the Bidders in response to this RFP 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**.

13. 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 RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

14. Payment Terms

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

a) The Payments shall be made on the achievement of the following project milestones:

Description	Project Milestone	Payment

One time Implementation Cost	Successful Go-Live of NCM Solution including all components at DC and DR	80%
	3 month after Successful Go-Live (Post Review Period)	20%
Perpetual Enterprise License for NCM Solution including its Support at DC and DR including 1 years warranty	Delivery of licenses, other components and all software required for setting up complete solution as per RFP.	20%
	Implementation of solution & Go-live sign-off	70%
	Completion of 6 months after successful project sign-off.	10%
ATC (From year 2 onwards)	Completion of Warranty Period	Quarterly in arrears

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

i) Post Signing of Service Level Agreement (SLA) between Bank and Successful bidder.

ii) Post Signing of Non-Disclosure Agreement (NDA) between Bank and Successful bidder.

iii) No advance payment will be made on award of the contract.

iv) All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.

v) Payments will be withheld in case of Non-compliance of the terms and condition of this RFP.

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 defense 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 RFP/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 1% 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 Company/Service Provider(including its sub-contractors).The Company shall be subject to annual audit by internal/ external Auditors appointed by the Bank / inspecting official from the RBI or the persons authorized by RBI 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 company is required to submit such certification by such Auditors to the Bank
Company shall allow the Bank and RBI or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by Company within a reasonable time failing which Company will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. Company shall allow the 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 contractors 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 **Supply, Installation , commissioning, and maintenance of a Network Configuration Manager (NCM) solution** 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 RFP 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 RFP, 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 RFP. Additionally, the Bank reserves the right to alter the requirements, in part or whole, during the RFP process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, 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 RFP 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: **RFP No ………… for Selection of Service Provider for Supply, Installation, commissioning, and maintenance of a Network Configuration Manager (NCM) solution** dated …………………………

Further to our proposal dated ……………., in response to the Request for Proposal for **Selection of Service Provider for Supply, Installation , commissioning, and maintenance of a Network Configuration Manager (NCM) solution** (hereinafter referred to as "RFP") 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 RFP 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: RFP no: _____ for **Selection of Service Provider for Supply, Installation, commissioning, and maintenance of a Network Configuration Manager (NCM) solution** dated _____

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Supply, Installation , commissioning, and maintenance of a Network Configuration Manager (NCM) solution** to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

We understand that the RFP 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 RFP, 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 Bidder

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 Criteria	Supporting Documents to be submitted	Compliance (Y/N)
1	The bidder and OEM should be registered as a company in India as per Company Act 1956/ 2013 ,Partnership bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date.	Certificate of Incorporation if it is company. Partnership deed along with tax returns if it is a partnership firm or limited liability partnership.	
2	The firm should have an income tax PAN, GST No and the latest clearance certificate.	Self-attested copies of PAN CARD, GST NO and latest income tax return to be submitted.	
3	The bidder should be either the Original Equipment Manufacturer (OEM) or their authorized (SI) representative in India. In cases where the manufacturer has submitted the bid, the bids of its authorized representative will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected	In case of authorized representative of the primary product, MAF from OEM as per Annexure-M in their letter Head needs to be provided. (Name, designation, contact no & official mail id of the signing authority must be clearly mentioned in the MAF.) OR In case bidder itself is OEM of any Item (e.g., App./Solution etc.), undertaking as per Annexure-M on their company's letter head should be provided.	

	Joint Bids/ Bids by Consortium are not acceptable.		
4	The bidder and OEM should have minimum annual turnover of Rs 20 Crore or more during the last 3 Financial years. This must be the individual company turnover and not that of any group of companies.	Copy of the audited Balance Sheet and Certificate of the Chartered Accountant for last three years.	
5	The bidder and OEM should have positive net worth and should be profitable as per audited Balance sheet of the FY 2021-22, 2022-23 & 2023-24.	P&L Statement of last 3 Financial years along with Auditor's certificate	
6	The bidder should have supplied or managed any NCM solution to at least 2 organizations during last five years as on bid submission date to any category of BFSI / PSU / Govt. Organizations / Telecom companies (companies dealing in telephony/ data communications)	Copy of Purchase Order/ Work Order/ Agreement signed & stamped by the Buyer Organization. AND Copy of Performance Certificate in hardcopy/email OR Mail confirmation from Buyer organization clearly stating the product name, mentioning purchase order number/PO reference number/ Bidder name that the same is successfully running as on date/ was running till date: (Mention the Date), the date/month of commissioning/ go-live and that the performance of the Bidder as well as the product deployed is Satisfactory **OR** Copy of Solution Installation Report from the buyer Organization clearly mentioning purchase order/PO reference number/ Bidder name stating the product name (Solution name), the date/month of commissioning /go-live. **OR** any other Proof of execution document to the satisfaction of the Bank.	
7	Proposed solution of OEM must be installed in at least 2 organizations during last 5 years covering at least 5,000 devices at each organization before the bid opening date to	Mail confirmation from buyer organization clearly stating the product name that the same is successfully running as on date/ was running till Date: (Mention the Date), the date/month of commissioning/go-	

	any category of BFSI / PSU / Govt. Organizations / Telecom companies. (companies dealing in telephony/ data communications)	live, number of license deployed and that the performance of the Bidder as well as the product deployed is satisfactory. OR Copy of Solution Installation Report from the buyer Organization clearly mentioning Bidder name stating the product name (Solution name), the date/month of commissioning/go-live and number of license deployed	
8	The bidder should not be involved in any Bankruptcy filing or for protection from it.	Undertakings from the bidder in this regard should be enclosed.	
9	The Bidder and OEM should not be blacklisted/ debarred /banned by Government / Government agency / Banks / Financial Institutions / PSUs in India as on bid submission date.	Undertakings from the bidder in this regard should be enclosed.	
10	The Bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder's Capability to provide / continue the services to Bank.	Self-declaration confirming the Criteria.	
11	The bidder should have 24 X 7 Support centre in India.	Details of Support Centre/ Undertaking on Letterhead of the Organizations.	
12	The Bidder and its subsidiaries should not have been engaged with J&K Bank for any consultancy services.	An undertaking to this effect must be submitted on company letterhead with duly signed & sealed.	

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.

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. 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.

4. Bank shall not consider the bids of bidders having poor or unsatisfactory past experience in execution or providing support to any project in past.

5. In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm/limited company will be taken into account.

6. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.

7. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party.

8. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company.

Annexure E: Technical Bid Format

S. No.	Evaluation Parameters	Scoring Criteria	Max Marks
1	Total Industry Experience of Bidder in terms of delivery of proposed solution)	3-4 years = 10 Marks 5-6 years = 12 Marks >6 years = 15 Marks	15
2	Total implementation carried out by the bidder in last 3 years (currently live)	2-3 = 10 Marks 4-5 = 15 marks More than 5 = 20 marks	20
3	Compliance to Technical Requirements	As per Annexure E1 (1.25 Mark for each Point)	20
4	Presentation of capabilities / Demonstration of implementations /Project Team Experience.	Committee Evaluation	35
5	Feedback from existing clients (References to be provided by bidder)	Committee Evaluation	10
		Total	**100 Marks**

Annexure E1: Technical Specification

S. No	Technical Requirements	Compliance (Yes/No)
General Compliance		
1	**OEM-Agnostic Solution:** The NCM must support network devices from multiple manufacturers	
2	**Scalability:** The solution should support at least 5,000 devices and allow future expansion	
3	**High Availability (HA) Support:** Must operate in an active-passive HA mode between DC and DR.	
4	**Virtualization Compatibility:** Should run on x86-based hardware within a Hyper-V virtualized environment.	
5	**Database Compatibility:** Must be compatible with Oracle Database (provided by the bank).	
Security & Compliance		
6	**Agentless Operation:** The solution must not require agents on devices for monitoring or configuration.	
7	**Threat Intelligence Integration:** Should integrate with CVE, NIST, and CERT advisories for proactive security management.	
8	**Audit & Compliance Reports:** Must perform automated audits against PCI-DSS, NIST, and other regulatory standards.	
9	**Data Protection Compliance:** Solution must adhere to the Digital Data Protection Act 2023 and RBI's data localization guidelines.	
10	**Access Control & Authentication:** Must support LDAP, Active Directory, TACACS+, and Radius authentication.	
Configuration & Change Management		
11	**Automated Configuration Backup & Rollback:** Must support scheduled and real-time backups, maintaining at least three previous configurations.	

12	**Real-time Change Detection & Alerts:** Should detect and log unauthorized configuration changes.	
13	**Bulk Configuration Deployment:** Must support reusable templates for bulk configuration updates.	
16	**Secure Remote Access:** Should allow SSH, HTTPS, and API-based remote configuration.	
Network Monitoring & Troubleshooting		
15	**Device Discovery & Inventory Management:** Must automatically detect new devices and update the inventory.	
16	**Real-time Configuration Health Checks:** Should identify misconfigurations, outdated firmware, and policy violations.	
17	**Graphical Network Topology Mapping:** Must provide real-time Layer 2/3 topology views with device filtering options.	
18	**Integration with ITSM & SIEM:** Should seamlessly integrate with IT Service Management (ITSM) and Security Information and Event Management (SIEM) solutions.	
Reporting & Support		
19	**Customizable Dashboards & Reports:** Must generate real-time monitoring dashboards and compliance reports in Excel, PDF, and CSV formats.	
20	**24x7 Support & SLA Compliance**: Bidder must ensure round-the-clock support with a defined escalation matrix and adherence to strict SLAs.	

Annexure F: Commercial Bid Format

1. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
2. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

   The Commercial Bid shall be submitted in the following format:

Description	Unit Price	Multiplication Factor (Tentative Qty)	Amount
Software License Cost (Perpetual Enterprise License for NCM Solution including its Support at DC and DR including 1 year warranty)	a	1	A=a
One Time Implementation cost for end to end implementation of NCM Solution including all components at DC and DR.	b	1	B=b
Annual Technical Support (ATS) for Perpetual Enterprise License of NCM Solution per year including its Support at DC and DR	c	2 Years	C=c×2
		Total Cost for 3 Years	A+B+C

Note:

1. Annual Technical Support (ATS) for Perpetual Enterprise License of NCM Solution per year including its Support at DC and DR. Minimum ATS rate (for all relevant line items) to be quoted by the Bidder: 10%. In case, Bidder quotes the ATS rate less than 10%, then Bank may have right to reject the Bid or take the corrected commercial Bid keeping intact the Total Cost Outlay arrived after the Reverse Auction.

2. If the bidder quotes NIL charges/consideration for any line item, then that particular line item will be considered as free of Cost.

3. In case of Open-Source Software being quoted as the component of the overall solution, OEM (of NCM Solution) / Bidder must have ownership and copyright for selling the product license and to provide patches and upgrades during contract / extended contract period. They should provide MAF for the same and mention the detail of software viz. Name of Software, Version etc in Bill of Material (BoM).

4. ATS will be applicable after expiry of warranty period of one year.

5. The bidder shall keep the price valid for entire contract period from the date of issuance of PO. Rates to be quoted exclusive of GST but inclusive of other charges/levies etc.

Annexure G: Bank Guarantee Format

Bank Guarantee No: _____

Dated:_____

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 RFP No ...., dated .... of Jammu and Kashmir Bank Ltd for **Selection of Service Provider for Supply, Installation, commissioning, and maintenance of a Network Configuration Manager (NCM) solution** (Herein after called the "RFP") AND

WHEREAS, in terms of the conditions as stipulated in the RFP, 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 RFP 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 RFP to you, We ,..having Branch Office/Unit amongst others at.., India and registered office/Headquarter at..have agreed to issue the BANK GUARANTEE.

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

1. We...................................., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.........................(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 RFP 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 RFP or otherwise in the observance and

performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs......................(Rupees.. only) as may be claimed by you on account of breach on the part of the bidder of their obligations in terms of the RFP. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the 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 RFP and after the bidder had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a " No Demand Certificate " provided always that the guarantee shall in no event remain in force after the day 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 RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the bidder or any other forbearance, act or omission on your part of or any indulgence by you to the bidder or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..................(Rupees....................................only) as aforesaid or extend the period of the guarantee beyond the said day of .... unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the 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 RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax 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 H: Performance Bank Guarantee Format

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

WHEREAS.................................. (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ...., hereinafter referred to as the Bidder has for taken up for **Supply, Installation , commissioning, and maintenance of a Network Configuration Manager (NCM) solution i**n terms of the Purchase Order bearing No. .... Dated ...., hereinafter referred to as the Contract. And Whereas in terms of the Conditions stipulated in the said Contract, the bidder is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favor to secure due and satisfactory compliance of the obligations of the Bidder in accordance with the Contract; Therefore, We, ..., through our local office at .... Furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

1. We, ... do hereby undertake to pay the amounts of ₹ .... and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said Bidder of any of the terms and conditions contained in the Contract or by reason of the vendor's failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding.............. (Rupees .... Only).

2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the Bidder in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

3. We further agree that, if demand, as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said Bidder and accordingly discharge this guarantee. Provided, however, serving of a written claim /

demand in terms hereof on us for payment under this guarantee on or before the stipulated period , time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.

4. We further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by us against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Vendor or for any forbearance, act or omission on our part or any indulgence by us to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Bidder

6. We further agree and undertake unconditionally without demur and protest to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder

7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent. Notwithstanding anything contained herein above;

(i) Our liability under this Guarantee shall not exceed..Rupees.....................................
..only);

(ii) This Guarantee shall be valid up to ....; and claim period of this Bank Guarantee shall be .... year/s after expiry of the validity period i.e., up to..........................; 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.
Dated the................ Day of ....20.....

For..

BANK Authorized Signatory

Annexure I: Non-disclosure Agreement (NDA)

THIS NON DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of (_____/_____/2025) by and between

_____, a company incorporated under the laws of India, having its registered address at _____ (the "Receiving party/Company") and

"Jammu and Kashmir Bank Ltd, a Banking Company under Indian Companies Act,2013 having corporate and registered office at M.A.Road,Srinagar,J&K,India-190001 represented herein by Authorized Signatory (hereinafter referred as Bank/Disclosing Party which unless the context requires include its successors in interests and permitted assigns). (the "Bank/Disclosing Party").

The Company/Receiving party and Bank/Disclosing Party are hereinafter collectively referred to as parties and individually as a party.

Whereas the parties have entered into contract and for performance of contract, the parties may share/disclose certain proprietary/confidential information to each other. To protect the confidentiality of the confidential information shared/disclosed, the parties hereto have entered into this NDA.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Purpose J&K Bank/Disclosing Party has engaged or wishes to engage the Company/Receiving party for undertaking the project vide Purchase Order No: _____ and each party may disclose or may come to know during the course of the project certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

2. **Confidential Information** means any information disclosed or acquired by other party during the course of the projects, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, technical data, trade secrets, know-how, research, product plans, services, customers, markets, software, inventions, processes, designs, drawings, marketing plans, financial condition and the Company's plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which

    i.   was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party;

    ii.   becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party;

iii.   is already in the possession of the receiving party at the time of disclosure by the disclosing part as shown by the receiving party's files and records immediately prior to the time of disclosure;

iv.   is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality;

v.   is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or

vi.   Is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

3. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosures agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Each party shall immediately notify the other party in the event of any unauthorized use or disclosure of the Confidential Information.

5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. This Agreement does not constitute a joint venture or other such business agreement.

6. No Warranty. All Confidential Information is provided by Bank as "AS IS." Bank/Disclosing Party makes no warranties, expressed, implied or otherwise, regarding its accuracy, completeness or performance.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

Receiving Party shall immediately return and redeliver to Disclosing Party/ Bank all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, , 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 the Master Agreement; or (iii) at such time as the Disclosing Party/ Bank may so request.

The receiving party shall destroy /dispose off the confidential information provided by the disclosing party together with its copies upon written request of the disclosing party, as per the directions issued by the disclosing party and such destruction shall be confirmed in writing by receiving party.

8. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

9. Term. The Obligations of each receiving party hereunder shall survive even after this agreement except as provided herein above.

10. Adherence. The content of the agreement is subject to adherence audit by J&K Bank. It shall be the responsibility of the Company/Receiving party to fully cooperate and make available the requisite resources/evidences as mandated by J&K Bank Supplier Security policy.

11. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

12. Arbitration, Governing Law & Jurisdiction. In the case of any dispute arising upon or in relation to or in connection with this Agreement between parties, the disputes shall at the first instance be resolved through negotiations. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute then any party can submit the dispute for arbitration under Arbitration and conciliation Act,1996 through sole arbitrator to be appointed mutually by the parties.

The place of Arbitration shall be Srinagar, India and the language of the arbitration proceedings and that of all the documents and communications between the parties shall be English.

The decision of the arbitrator shall be final and binding upon the parties. The expenses of the arbitrator as determined by the arbitrator shall be borne equally.

The parties shall continue to be performing their respective obligations under this Agreement, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration. This agreement shall, in all respects, be governed by, and construed in accordance with the Laws of the UT of J&K read with applicable Laws of India. The Courts in Srinagar India shall have exclusive jurisdiction in relation to this agreement.

All notices or other communication under or in connection with this agreement shall be given in writing and may be sent by personal delivery, or post or courier or facsimile or email. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, five days after being deposited in the post office and if sent by courier, three days after being deposited with the courier, if sent by facsimile, when sent (on receipt of a confirmation of having been sent to correct facsimile number) and if sent my mail (on receipt of confirmation).

_____ (Contact details of Company/Receiving party)

_____ (Contact details of Bank/Disclosing Party).

13. Miscellaneous. This Agreement shall bind and intended for the benefit of the parties hereto and their successors and assigns. This document contains the entire Agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or propriety information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

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

The undersigned represent that they have the authority to enter into this Agreement on behalf of the person, entity or corporation listed above their names.

COMPANY NAME	**Bank**
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Address:_____	Address:_____
_____	_____
Company Seal	Company Seal

Annexure J: Service Level Agreement

This Service Level agreement ("Agreement") is made at ……….on this ……….day of ……….2025(effective date) between

i. "Jammu and Kashmir Bank Ltd, a Banking Company under Indian Companies Act,2013 having corporate and registered office at **M.A.Road,Srinagar,J&K,India-190001** represented herein by Authorized Signatory (hereinafter referred as Bank which unless the context requires include its successors in interests and permitted assigns) of the ONE PART, through its authorized signatory Mr………………………………………………

   and

ii. M/S ………………………………………., registered under the ……………………………………… Act, having its Registered Office at ……………………………………………………………………………………… (Hereinafter referred to as the "Successful Bidder" which expression shall unless it be repugnant to the context or meaning thereof, include its successors and assigns) of the OTHER PART, through its authorized signatory Mr…………………………………………..

The Bank and Company are hereinafter collectively referred to as 'Parties' and individually as a 'Party'.

Now therefore, this Agreement is witnessed as under:

Definitions of the terms

The Bank/J&K Bank:	Reference to the "the Bank", "Bank" and "Purchaser" shall be determined in context and may mean without limitation "Jammu & Kashmir Bank".
Bidder/Vendor/Successful Bidder/Company/ Service Provider :	An eligible entity/firm submitting a Proposal/Bid in response to this RFP.
Proposal/Bid:	The Bidder's written reply or submission in response to this RFP.
SLA:	This document in its entirety, inclusive of any addenda that may be issued by the Bank.
The Contract:	The agreement entered into between the Bank and the Company, as recorded in this Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
The Contract Price:	The price payable to the Company under the Contract for the full and proper performance of its contractual obligations.
The Product:	All of the software or software, all hardware, database, middleware, operating systems and/or other materials which the Company is required to supply to the Bank under the Contract.
System:	A Computer System consisting of all Hardware, Software, etc., which should work together to provide the services as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.
Specified Bank Location:	Banks Data Centre located at Noida and Banks Disaster Recovery Site Located at Mumbai.
PBG:	Performance Bank Guarantee.
Material Breach:	Company failure to perform a major part of this Agreement.
Charges:	Commercials as per Purchase Order.
Confidential Information:	It includes all types of Information that will be found on BANK systems that the Company may support or have access to including, but are not limited to, Information subject to special statutory protection, legal actions,

	disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

Scope of Work

The scope of work should be read along with the technical specifications as per Annexure E1 to ensure complete compliance to the scope of work. The scope of work shall include but not limited to:

A. General Requirements:

1. Bidder to provide an OEM-agnostic NCM solution to handle approx. 3500 number of devices, which will cover network infrastructure of the Bank. The quantity mentioned in this RFP are indicative and actual quantities will be as per requirement of the Bank at the time of implementation and accordingly payment will be released. The above-mentioned Quantity of 3500 licenses may vary as per Bank' requirement. In order to arrive at cost of Licenses, unit price of license and other components quoted by the Bidder will be considered.

2. In line to Scope, the implementation of all NCM module shall be done by OEM. The professional services team of OEM must be deputed on-site until the complete solution implementation, integration of all network devices and signoff of all the solutions from the Bank. The bidder shall do back-to-back tie-ups with OEM for the same wherever required. The bidder should provide the Project Implementation Plan duly vetted and approved by the OEM and submit the same to Bank for approval before the start of installation/implementation of the solutions.

3. The bidder should provide complete services for the solutions under the scope as per RFP including supply, installation, implementation, integration, management, maintenance, support, audit compliance and knowledge transfer for a period of 3 years (i.e. 1 Years Warranty & 2 Years ATS post warranty).

4. The hardware/servers along with its AMC will be provided by the Bank. The bidder should offer NCM solution that must be compatible with x86 based hardware (on virtualized environment on Hyper-V). The proposed solution must be based and functional on Oracle database only and the Oracle database will be provided by the Bank.

5. The solution shall include all components and sub-components like software licenses, accessories as per specification & scope mentioned in the RFP. The bidder should supply any other components (if required for commissioning of the solution as a part of RFP) at no extra cost to the Bank.

6. The solution must not require software agents on the devices.

7. The bidder shall ensure that during the contract period, the performance, security, network availability, etc. of the Banks' existing Network Setup must not be compromised.

8. The bidder shall ensure that the existing data in currently running solution should be migrated to new solution; else the bidder shall arrange to store the data of existing solution in retrievable & readable format as per Bank's requirement.

9. The bidder should be responsible for all of the requirements in software, licensing, implementation of upgrades/patches/version changes etc., due to whatsoever reason but not limited to End Of Life (EOL) or End Of Support (EOS) within stipulated time but not later than one month from the date of release without any additional cost to the bank. The bidder should ensure that no devices/tools/solutions announced/ declared EOS/EOL during the contract period and if any solution is declared/announced EOS/EOL during the period of contract, the bidder should replace that solution with upgraded one without any additional cost to Bank.

10. The proposed Network Configuration Manager (NCM) solution must proactively detect and mitigate network vulnerabilities by continuously monitoring device configurations, security policies, and firmware versions against known threats and industry best practices. The solution should perform automated vulnerability assessments, identify misconfigurations, outdated firmware, and security gaps, and provide real-time alerts with recommended remediation actions. It must integrate with threat intelligence feeds and security frameworks such as CVE, NIST, and CERT advisories to detect emerging threats and enforce proactive security measures. Additionally, the system should support automated patch management, risk scoring, and compliance validation to ensure a secure network environment. The bidder must ensure timely updates and vulnerability mitigation throughout the contract period, aligning with the Bank's cybersecurity policies and regulatory requirements.

11. The bidder is responsible to provide operation, maintenance and support after successful implementation sign-off of the solutions as per RFP, and the below minimum activities to be performed by the bidder, but not limited to, from time to time, in relation to maintenance & support and upgrades/updates/patches etc.:

- Identifying Root Cause and Analysis
- Hardware & Software System monitoring,
- Troubleshooting & Performance Tuning,
- Operating System and Firmware Upgrades,
- Manage and maintain NCM databases
- Upgrades of supplied software,
- Preparing and/or sharing Advisories on software upgrades & vulnerabilities time to time,
- Support during DR Drills,
- OS Administration & patching as per OEM guidelines
- Provide the daily & weekly status reports as desired by Bank
- Audit Compliance as per Bank's requirement and Statutory guidelines
- Any support required to make system & solution up and running as per SLA.
- The above mentioned activities are indicative list; however, the successful bidder must provide end-to-end support for any activities related to solutions and resolution of any issues related to deployed solution without any extra cost to the Bank.

12. The proposed Network Configuration Manager (NCM) solution must include advanced troubleshooting capabilities to quickly diagnose and resolve network configuration issues with minimal downtime. It should provide real-time detection of configuration inconsistencies,

unauthorized changes, and errors, triggering alerts for immediate action. The solution must support automated root cause analysis (RCA), historical configuration comparison, and an intuitive rollback mechanism to restore previous stable configurations seamlessly. It should offer secure remote troubleshooting via SSH, Telnet, or API-based access while integrating with ITSM and SIEM systems for streamlined incident response. Additionally, the system must maintain detailed audit logs of all troubleshooting activities, ensuring compliance with internal security policies and regulatory requirements. The bidder must guarantee 24x7 support for troubleshooting and resolution of network configuration issues in adherence to the Bank's Service Level Agreements (SLAs).

13. After successful installation & testing of the Solution with all its component, the pre-live Audit shall be conducted by Bank or Bank appointed Auditor or regulatory authority. All findings/issues pointed out in the audit report to be complied/fixed before production of the solution (Incl. all component i.e. Application, OS, Database etc.). Bidder has to perform OS level hardening as per bank guideline The Bank IS Team and Other statutory authorities conduct review/ audit of the solutions time to time, and all such audit reports to be complied by the bidder/OEM within the timelines, during the entire period of contract.

14. The production sign-off will be provided after pre-live audit clearance of the solution.

15. The bidder shall adhere to the Service Level Agreements (SLA) and regular monitoring and reporting it to the Bank.

16. The solution must be compliant with Bank's IS, IT and Cyber policies, internal guidelines, regulatory standards and countrywide regulations and laws from time to time.

17. The solution must be GUI-based and accessible via web browsers for ease of use.

18. It must be OEM-agnostic, supporting network devices from all major manufacturers, regardless of model, hardware, or OS version.

19. The bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. and Integrity certificate should be submitted to the bank as per the related format.

20. The bidder must have an arrangement with the OEM such that the bidder/ Bank' System Integrator's/ Bank should be able to log a call with the OEM directly.

21. The bidder should have a 24x7 throughout the year support contact center in order to log the calls. The contact center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company.

22. Bidder have to create Branches/DC-DR wise dashboards and map users accordingly.

23. The bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. and Integrity certificate should be submitted to the bank as per the related format.

24. The bidder must provide all the software/accessories/related appliances supplied that shall be compatible with IPv4 & IPv6 and comply with all latest security protocols & industry standards

25. The solution should support managing 5000+ network devices, including routers, switches, firewalls, load balancers, and other components (physical, virtual, or software-based).

26. The bidders shall also provide the following documents as part of the deliverables of the project both in soft and hard copies:
    i.   Project design/plan
    ii. Executive summary report for the project
    iii. Weekly update and daily project tracking status
    iv. Original manuals of all proposed software/applications
    v.   Standard Operating Procedures
    vi. Installation & Technical Configuration Documents
    vii. Network & Security Design Documents (Vetted by OEM and to be approved by the Bank)
    viii. Troubleshooting Manual
    ix. Functional and operational requirements
    x.   Product description
    xi. Guidance for Industry best practices of implementation guidelines
    xii. User acceptance test plan
    xiii. Training materials etc.

27. The system must support SNMPv2, SNMPv3, IPv4, and IPv6.

28. The solution should integrate with ITSM systems, SIEM, LDAP, Active Directory, TACACS+, Radius, and other network tools.

29. The bidder shall integrate all Bank network and network security devices (Incl. Routers, Switches, Load Balancer, Links, Firewalls, NIPS, SDWAN devices and any upcoming network devices etc.) in the monitoring tools and provide the unified Dashboard for monitoring & Management of devices. The solution should be able to integrate devices of any make and model.

30. Availability of different dashboards for different business services and the dashboard must be customizable as per Banks' requirement.

31. There should be 24x7x365 OEM Support for any technical issue for the entire supplied product for the entire contract period.

32. The bidder is responsible for calculation of Hardware sizing like no. of servers and storage space required to run the NCM software successfully for a period of 5 years from date of successful installation.

33. The bidder has to conduct at least one DR Drill in each quarter, for the solution and as and when required by the Bank without any additional cost to the Bank.

34. Bidder shall assign one of its employee, without any additional cost to the Bank, who shall act as the Single Point of Contact (SPOC) for the entire contact duration. The entire OEM implementation team and Bidder SPOC should report onsite throughout the implementation period (i.e. till project signoff from Bank) of the solution.

35. The Bank can perform internal and 3rd party audits and the bidder should support for various audits as per need and comply with audit observations within the timelines.

36. The system should be scalable for horizontal and vertical growth without significant architectural changes.

37. The solution must operate in High Availability (HA) mode, with failover capabilities between Data Center (DC) and Disaster Recovery (DR) sites in an Active-Passive setup.

38. During mandatory DR drills, the solution must function seamlessly in DR mode.

39. Only secure communication protocols (e.g., SSH, HTTPS) must be used for accessing and configuring devices.

40. Detailed audit logs for all system and configuration changes, including user activities, must be maintained for a minimum of one year, with export options to Syslog servers or external storage.

41. The solution should automatically detect, download, and deploy necessary patches, updates and version upgrades for the NCM software ensuring that all components remain up-to-date without manual intervention.

42. Bidder shall provide senior level on-site support for addressing any issue with NCM solution.

43. Whenever up-grade version of software is available, it should be up-graded without any additional cost during the contract period.

44. The new releases (minor / major), versions, bug fixes etc. for the software will be supplied to the Bank at no extra charge, with necessary documentation.

45. The Bidders should submit a list of support centre addresses, contact person and the escalation matrix for the delivery setup and support centre's also.

46. The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines.

B. **Configuration and Change Management**

1. The solution must support automated and manual configuration management for network devices.

2. It should allow rollback to previous configurations, maintaining at least three prior versions.

3. Provide reusable templates for bulk configuration changes and new device setups.

4. Detect, alert, and log real-time configuration changes made across the network, regardless of the source.

5. Automatic configuration backups, restore and updates must be supported, with scheduling options.

6. Enable simultaneous execution of configuration tasks across multiple devices and locations.

7. Actions performed during remote CLI sessions must be recorded and auditable.

C. Discovery, Inventory, and Topology Management

1. Automatically discover devices across LAN/WAN networks and maintain an updated inventory.

2. Identify and alert on new or removed devices during subsequent discoveries.

3. Provide a graphical Layer 2/Layer 3 topology map, filterable by device IP, group, or location.

4. Integrate intelligent alarms, root cause analysis (RCA), and impact analysis for device health and fault monitoring.

D. Compliance and Policy Management

1. Automate network audits to ensure continuous compliance with organizational and regulatory standards (e.g., PCI-DSS, NIST).

2. Automate policy checks and generate compliance reports.

3. The solution should perform scheduled and on-demand audits of network configurations, access controls and policy adherence, generating detailed compliance reports and risk assessments.

4. Detect and remediate policy violations automatically or via user-defined actions.

5. Maintain a comprehensive audit trail of configuration changes for compliance and forensic purposes.

6. Support onboard retention of compliance logs for at least one year.

7. The solution should comply with all security certifications and regulatory requirements of the Bank (VAPT, Process Audit, EAPT, risk assessment etc.) as per policy to ensure data consistency and data security.

8. The bidder shall be responsible for ensuring that the solution must comply with the IT, Information Security and Cyber Security guidelines of the Bank or any regulatory/statutory/government/non-government body, as applicable and enforced from time to time throughout the contract period without any additional cost to the Bank within timelines as defined by the Bank. The solution should have secure, authorized and privilege based access for solution management console.

9. The solution must comply with data sharing policies and regulations and ensure data is shared only with authorized parties and departments.

10. Solution should comply with Digital Data Protection Act 2023 and Data localization norms/ guidelines issued by Govt of India/RBI/any statutory body.

E. Reporting and Dashboards

1. Provide a centralized, customizable dashboard for real-time monitoring of network device compliance, configuration changes, and health.

2. Generate scheduled or on-demand reports in formats such as Excel, PDF, and CSV.

3. Reports should include detailed configuration logs, compliance summaries, trend analysis, and task success/failure rates.

4. Provide daily summary notifications and alerts for critical events.

F. Implementation and Training

1. The vendor must deploy the solution using a professional team with support from the OEM.

2. Temporary licenses should be provided during implementation to ensure seamless setup and testing.

3. Conduct comprehensive training sessions for administrators and end-users, with detailed manuals and standard operating procedures (SOPs).

G. Hardware/Software Sizing

1. The Bidder shall be responsible to size the infrastructure and setting up of the UAT (User Acceptance Test), Production, and DR (Passive Disaster Recovery) Environments.

2. Bidder shall be responsible for providing all Software and/or Tool and/or any other required deliverables to complete the solution as per RFP requirement.

3. Bidder to submit the sizing for all the components of the solution including Hardware and software (such as Server, OS, DB etc.) with technical bid document at the time of bid submission.

4. Bidder should ensure to size the hardware as per Bank's requirement mentioned in the RFP to adhere the SLA, and Bidder shall ensure that there's no performance issue during the contract period. Bidder should ensure all the CPU utilization of any server/ appliance should not go beyond 70% in the complete tenure of contract.

5. Bank shall provide the complete hardware requirement details as per the Bill of Material of Offered Solution/ Hardware shared by the successful Bidder.

6. The AMC/ATS of the hardware and Oracle database (if applicable) provided by the Bank to the bidder shall also be provided by the Bank. However, Successful Bidder is to provide the ATS of all Software/ applications etc. for NCM Solution to the Bank. Bidder shall be responsible for installation, management, reinstallation, maintenance, trouble shooting, vendor coordination/management etc. for overall solution in all the setups (as per RFP) including Bank supplied components.

H. Licenses

1. The Bidder to provide perpetual enterprise licenses for the NCM Solution. All the procured licenses and any other components of the solution must be in the name of the Bank. Bank shall be entitled to use these licenses even after the expiry of the contract between the Bank and bidder without any commercial obligation.

2. The bidder shall be responsible for procuring all the licenses for the NCM solution including all components required for implementing the solution and furnish the Bank with all the licensed software/ applications/ components developed or procured during the contract period. The licenses provided should be in the name of the Bank.

3. The bidder will be responsible for managing the licenses and ensuring compliance and tracking the license expiry dates and renewal requirements of the NCM solution licenses during the contract period.

4. Bank shall procure the licenses as per their requirement during the contract period. The same license should be re-usable on premise or on cloud any time as per bank requirement without any additional cost to bank.

5. The bidder shall assume full responsibility for any legal consequences that may arise from infringement of patents, trademarks, copyrights related to the solution and/or licenses supplied by the bidder to the Bank.

I. Scalability

The NCM solution must be scalable to adapt to cater increasing number of network devices/links up to 5000 in number as per future requirement of the Bank.

J. Warranty & Maintenance

1. Software Acceptance: - Bank will carry out the acceptance tests for testing of NCM solution and verification that the supplied components are as per bill of material through Bank or Bank appointed third party auditor. The Bidder shall assist Bank in all acceptance tests to be carried out by Bank. Bidder needs to rectify all the gaps highlighted in the Acceptance testing without any additional cost to Bank.

2. Solution Go-Live and final sign-off: - The final sign off shall be provided by the Bank after complete installation and implementation of all the components as per the Purchase Order and to the satisfaction of the Bank. Warranty period of 1 years and start post completion of warranty period.

3. Bidder should provide comprehensive onsite warranty and Support/Subscription for all supplied components. The warranty will start from the date of Go Live of Solution. During the warranty period and AMC/ATS period, bidder is required to install upgrades, new releases and handle the faults/problems at no extra cost to Bank.

4. The Bidder shall be responsible to provide an onsite comprehensive 1(One) Years Warranty from the date of Go-live and Go-Live sign-off by Bank and AMC and ATS (BACK-TO-BACK with OEM) for next 2 (two) years after expiry of warranty period for all supplied software, applications, components etc. at the respective delivered locations of the Bank as provided in the Purchase Order and SLA.

5. The Bidder shall provide patches, updates, and upgrades throughout the contract period and implement the same without any additional cost to the Bank other than TCO.

K. ESCROW ARRANGEMENT FOR SOFTWARE
The Bidder should agree for Escrow arrangement in following manner:

- Bank shall have the right to enter into escrow agreement with the bidder for the software used (all components) for rendering the services in order to protect the Bank's interest in an unexpected eventuality at its cost. The software should be periodically tested and latest version to be kept under Escrow.

- For the third party licensed software used by the bidder for rendering the required services, then the Bidder should have an Escrow agreement with the licenser for the software used (all components) in order to protect the Bank's interest in an eventual situation. In an eventuality the licenser should be in a position to hand.

L. End-of-Sale and End-of-Support of the Solution:
The Proposed solution (software/Application Software etc.) provided by the successful bidder including the surrounding applications/software deployed by the Bidder, if any, should not be declared end of sale within 5 years of sign off of the project by the Bank. In addition, the solution provided by the successful bidder including the surrounding applications/software deployed by the Bidder, if any, should not be declared end of support during the contract period and extension period, if any. If at all the solution or any Application Software provided by the bidder is declared end of sale within the 5 years of sign off of the project and/or end of support during the contract

period of 5 years or during the extension period, if any, as per the discretion of Bank, the successful bidder has to provide & implement the upgraded version (software/solution) free of cost, to the Bank.

M. Scope under Support (Annual Technical Support):

1. The vendor shall provide Offsite Comprehensive maintenance & support of all application solutions, products, services, modules and accessories as per specification given in RFP.

2. The ATS for the respective Solution should include the following:
    *   All minor and major version upgrades during the period of contract at no extra cost.
    *   Program updates patches, bugs & fixes and critical security alerts as required.
    *   Documentation update.

N. Audit and Compliance Gaps (Regulatory/ Statutory/ Bank Regular Internal and External Audits)

Bidder to ensure to close all the regulatory audit observations related to the NCM solution within the timeline defined by the regulatory authority or Bank. In case of delay in compliance and/or closure of individual audit observations, beyond defined closure timelines by the Bank, penalty would be levied @ Rs. 5000 per day per audit observation.

Immediate remedial action should be taken upon flagging of observations / vulnerabilities having critical and high rating without waiting for final report.

Bidder must be submitting the compliance document confirming that the identified gaps have been closed. If any penalty is levied by any regulator on the Bank which is attributed to the solution or any of its components, then the entire amount of such loss shall be recovered from the bidder on actual basis.

O. Other Terms and Conditions

1. The Service Provider shall comply with the directions issued from time to time by Bank and follow the industry and statutory standards related to the security and safety, in so far as it applies to the provision of the Services relating to the Project defined as per RFP.

2. The Service Provider shall upon prior intimation by the Bank or its nominee(s) participate in regular meetings where safety and information technology security matters are being reviewed.

3. Consortium Bidding will not be accepted by Bank.

4. The issues need to be resolved as per the timelines mentioned in the SLA. The issues mentioned below need to be addressed as per the below mentioned timelines

Classification	Response Time	Resolution Time

Issues in Network device integration process	1 hours	8 hours
If any bug need to fix or any configuration error	1 hours	8 hours
Reports / Statistic are giving error for device up-to. 8 no. of device	1 hours	8 hours
Reports / Statistic are giving error for device more than 8 no. of device.	1 hours	4 hours

Location of Work

The successful bidder shall be required to work in close co-ordination with Banks teams and may be required to work at locations prescribed by Bank such as Banks DC/DR and other offices as per requirement. All expenses (travelling/lodging, etc.) shall be borne by the successful bidder

1. **CHQ , Srinagar**
   Jammu & Kashmir Bank Ltd.
   Corporate Headquarters,
   MA Road, Srinagar-190001

2. **Data Center Noida**
   Jammu & Kashmir Bank Ltd.
   Green Fort Data Center, Plot B7, Sector 132, Noida U.P.-201301

3. **DR Mumbai**
   CtrlS Data Center,
   Mahape, Navi Mumbai, Maharashtra, 400701

Contract Uptime & Penalties

During Period of contract, Service Provider will maintain the services as per SLAs.

i. Any bugs and enhancement in services shall be rectified immediately.

ii. Any requirements amendments/modifications required by bank will have to be carried out by the identified Service Provider during the contract without any additional cost.

iii. The maximum response time for a support/complaint from the site shall not exceed time defined, else it will fall under penalty clause.

iv. Service Provider shall solve the software problem immediately after reporting of the problem by the Bank to the Service Provider.

v. Any rectification required in the Application Software due to inherent bugs in the System Software/ off-the-shelf software shall also be rectified by the Service Provider, at no additional cost with timelines as defined in the SLA.

The Service Provider shall guarantee an uptime of 99.5% during the contract period which shall be calculated on monthly basis. The "**Uptime**", for calculation purposes, equals to the Total number of hours of the day in a month, less Downtime in number of hours. Any part of hour is treated as full hour.

i. The "**Downtime**" is the time shall mean the time period when the Service/Application is not available as per the service standards of this SLA resulting failure. "**Failure**" is the condition that renders the solution not available to customers. "**Restoration**" is the condition when the Company demonstrates that the solution is in working order and the Bank acknowledges the same.

ii. The percentage uptime is calculated on monthly basis as follows:

$$\frac{\text{(Total hours in a month - downtime hours within the month)}}{\text{Total hours in a month}} * 100$$

iii. (A month is taken as a calendar month and number of days are actually number of days in each month)

"Uptime": The Company shall guarantee and ensure the following SLA's are met during the Contract Period of the Hardware/Software/License/Services:

Service Window	24*7
Uptime Commitment	99.5%
Data Availability	100%

a) The "**Uptime**", for calculation purposes, equals to the Total number of hours of the day in a month, less Downtime in number of hours. Any part of hour is treated as full hour.

The percentage uptime is calculated on monthly basis as follows:

$$\frac{\text{(Total hours in a month - downtime hours within the month)}}{\text{Total hours in a month}} * 100$$

(A month is taken as a calendar month and number of days are actually number of days in each month)

b) The "**Downtime**" is the time shall mean the time period when the Service/Application is not available as per the service standards of this SLA resulting failure. "**Failure**" is the condition that renders the solution not available to customers. "**Restoration**" is the condition when the Company demonstrates that the solution is in working order and the Bank acknowledges the

same.

c) **"Percentage down time"** shall mean the aggregate of downtime of the particular system during the month expressed as a percentage of total available time in a year i.e. 90 * 24 hours. Thus, if the aggregate downtime of System works out to 2 hours during a year then the percentage downtime shall be calculated as follows:

$$\frac{2 \times 100}{90 \times 24} = 0.09\% \text{ (Considering days in a month as 90)}$$

(A month is taken as a calendar month and number of days are actually number of days in each month)

d) **"Response Time"** shall mean the interval from receipt of first information from Bank to the company, or to the local contact person of the Company by way of any means of communication informing them of the malfunction in System/Solution to the time Company Engineer attends the problem.

e) **"Restoration Time"** shall mean the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and does not necessarily include root cause removal.

f) **"Resolution Time"** shall mean the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.

g) **Down Time"** shall mean the time period when the Service/Application is not available as per the service standards of this SLA, and the service/application is not available to the users of the Bank /Customers of the Bank (and excludes the scheduled outages planned in advance IT infrastructure),due to the problem in it and downtime is the sum of response time and restoration time with the following exclusions:

Period when Bank denies access to the Company Engineer for carrying out repair activities.

During Period of contract, Service Provider will maintain the services as per SLAs. If the bidder fails to maintain guaranteed/committed uptime of 99.5% on monthly basis, Bank shall impose penalty as mentioned below on slab basis. During the warranty period, for every drop of 1 % than committed Uptime, warranty for the entire project shall be extended for 1 month. During ATS Period, in case the uptime falls below the levels as tabulated below, Bank shall impose a penalty for each percent of loss of uptime below the guaranteed level as per details below:

Uptime	Penalty /Month
99.9% and Above	NA
99.89% to 99%	Equivalent to 3% of the ATS Cost/Month
98.99% to 95%	Equivalent to 5% of the ATS Cost/Month
97.99% to 95%	Equivalent to 8% of the ATS Cost/Month
94.99% to 90%	Equivalent to 10% of the ATS Cost/Month

Less than 90%	Penalty at an incremental rate of 1% (in addition to a base of 10%) of the ATS cost for every 0.5% lower than the stipulated uptime

Bank may recover such amount of penalty from any payment being released to the bidder, irrespective of the fact whether such payment is relating to this contract or otherwise. In case there is no pending invoices to be paid by the Bank to the bidder, the bidder has to submit a pay order / cheque payable at Srinagar in favour of Jammu & Kashmir Bank for the same within 15 days from the notice period from the Bank, failure of same may result in invoking of PBG for recovery of penalty. If the downtime exceeds 10 % and instances of downtime are more than 10 in a year, Bank has the discretion to cancel the contract.

If any penalty is levied by any regulator on the Bank which is attributed to the solution or any of its components, then the entire amount of such loss shall be recovered from the bidder on actual basis.

Note: No penalties shall be levied on service provider due to reasons not attributable to the service provider. SLA will be monitored on Monthly basis. Penalty due to downtime/service unavailability/disruption and any clauses mentioned above during contract period will be deducted from any subsequent payment to be made to the bidder.

Service Levels:

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Company shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the Company shall be reviewed by Bank that shall:

• Regularly check performance of the Company against this SLA.

• Discuss escalated problems, new issues and matters still outstanding for resolution.

• Review of statistics related to rectification of outstanding faults and agreed changes.

• Obtain suggestions for changes to improve the service levels.

Non-Availability: Is defined as, the service(s) is not-available as per levels below.

a. **Severity Level 1**: Is defined as, the Service is not available or there is a major degradation in performance of the system.

b. **Severity Level 2**: Is defined as, the service is available but the performance is degraded or there are intermittent failures and there is an urgent need to fix the problem to restore the service

c. **Severity Level 3**: Is defined as, the moderate degradation in the application performance. Has no impact on the normal operations/day-to-day working.

The violation of any of the above SLA's will attract a penalty as set out in the table below:

Severity Level	Response	Restoration	Resolution
Severity-1	1 hrs.	2 hrs.	1 day
Severity-2	1 hrs.	6 hrs.	2 days
Severity-3	1 hrs.	12 hrs.	3 days

Penalties for Non Compliance to Restoration and Resolution Time:

Severity Level	Restoration Breach	Resolution Breach
Severity-1	5 days of ATC Cost/Month for every 3 hrs. of delay in restoration	3 days of ATC Cost/Month for every 1 day of delay in resolution
Severity-2	5 days of ATC Cost/Month for every 6 hrs of delay in restoration	3 days of ATC Cost/Month for every 2 days of delay in resolution
Severity-3	5 days of ATC Cost/Month for every 12 hrs delay in restoration	3 days of ATC Cost/Month for every 5 days of delay in resolution

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 solution/milestones 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 item/milestone i.e License Delivery, Implementation and ATS (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 PBG and cancel the entire contract. In the event of the Bank agrees to extend the date of delivery at the request of the Company, it is a condition precedent that the validity of the Performance Bank Guarantee submitted by the Company in regard to the supply and maintenance etc. of the solution shall be extended by further period as required by the Bank before the expiry of the original Bank Guarantee. Failure to do so will be treated as breach of contract. Service Provider shall be excused of delay in case the installation could not be completed due to reasons not attributable to bidder, which shall be determined by Bank. Decision of Bank in this regard shall be final and binding.

Delivery & Installation:

The solution as per the required scope needs to be rolled out as per the delivery timelines mentioned. The phases of the Schedule are as follows:

PROJECT PHASES:

1. Project Plan

2. Delivery of Solution
3. User Acceptance Testing
4. Operationalization of Solution
5. Solution Review

1. PROJECT PLAN:

Successful Bidder shall submit the project plan for complete implementation of the solution as per the Scope of Work detailed in this RFP along with Solution Architecture, DFD and other required documents. This plan should be submitted for review and bank's acceptance within two week after the issuance of PO to the successful bidder.

Bank shall issue a Project Plan signoff accepting the same. It shall be the responsibility of the successful bidder to submit and get the plan approved by the Bank authorities within the timelines mentioned above without any delay. Bank shall have the discretion to cancel the purchase order in lieu of delay in submission of the project plan.

2. PROJECT MILESTONES & DELIVERY

The solution must be implemented as per project scope within a period defined in this RFP. Rollout of the solution has to be as per the below timelines:

SNo.	Milestone	Timeline
1	**Issuance of PO**	Week 0
2	**Signing of SLA & NDA**	Within 2 Weeks from issuance of PO
3	**Delivery of licenses (other than NCM Licenses), other components and all software required for setting up complete solution as per RFP**	Within 4 weeks from Issuance of PO
4	**Assessment to set up the complete NCM solution as per RFP and Finalization as well as acceptance of Design Document along with Plan of action (POA) by Bank**	Within 6 weeks from Issuance of PO
5	**Installation, configuration, implementation of complete NCM Solution at DC and DR and Migration (if any) including UAT signoff which includes:** • **Setup of Infrastructure i.e., OS, DB and other components installation and implementation** • **Installation, Configuration and Setup of solution** • **Integration with other solutions, as applicable** • **User Acceptance Testing**	Within 8 weeks from Issuance of PO

	• UAT Sign-Off	
6	Go Live of overall NCM solution (on Hardware provided by the Bank) for production in DC and DR, including delivery of NCM Solution Licenses at time of go live. a. Pre Go-Live /UAT observation closure report submission b. Go-Live and it's Sign-Off from Bank	Within 10 weeks from Issuance of PO

Successful bidder is expected to provide detailed project implementation status on weekly basis.

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/Performance 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 besides taking any other appropriate action.

EXTENSION OF DELIVERY SCHEDULE:

If, at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion may extend the Bidder's time for performance against suitable extension of the performance guarantee for delivery.

NON-DELIVERY:

Failure of the successful bidder to comply with the above delivery schedule, shall constitute sufficient grounds for the annulment of the award of contract and invocation of bank guarantee (delivery) besides taking appropriate action against the successful bidder including blacklisting such bidder from participating in future tenders.

3. USER ACCEPTANCE TESTING:
Successful bidder shall assist Bank in the User Acceptance Testing of the solution for the functionalities stated in this RFP document. Bank shall issue a UAT signoff on successful completion of the UAT for all channels. If the UAT fails or there is undue delay of the completion of the UAT due to reasons attributable to the successful bidder, Bank may at its own discretion cancel the purchase order and invoke the Bank guarantee for implementation.

4. **OPERATIONALIZATION OF SOLUTION:**

Bank shall issue Go Live Signoff on successful operationalization of the solution. If there is delay in the operationalization of the solution, Bank reserves the right to cancel the purchase order and invoke the Bank guarantee submitted for implementation.

5. **REVIEW:**

The solution shall remain under review for a period of 3 months from the date of issuance of Go Live Certificate as stated above. The Successful bidder shall be readily available during the review phase for troubleshooting and other support. During the review phase, Bank may request changes to the application as per its requirement and no extra costs shall accrue to the bank for the effort involved in the same. Bank shall issue final acceptance signoff at the end of the review phase.

Contract Period

The Contract shall be effective from date of acceptance of PO and shall be valid till (___date___), i.e 3 years from go live of the solution (___date___), unless or until terminated by Bank in accordance with the terms of this SLA. Thereafter the contract may further extended if both parties wish to continue on the mutually agreed terms and conditions subject to satisfactory performance of the vendor.

Relocation and Shifting

The Relocation / Shifting, if any required, of all the quoted components shall be done by the Bank at its own cost and responsibility. However the Company shall supervise the de-installation and packing at the original site and re-installation at the new sites free of cost. The quoted components shall continue to remain within the scope of warranty for the transit period.

Payment Terms

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

a) The Payments shall be made on the achievement of the following project milestones:

Description	Project Milestone	Payment
One time Implementation Cost	Successful Go-Live of NCM Solution including all components at DC and DR	80%
	3 month after Successful Go-Live (Post Review Period)	20%

	Delivery of licenses, other components and all software required for setting up complete solution as per RFP.	20%
Perpetual Enterprise License for NCM Solution including its Support at DC and DR including 3 years warranty	Implementation of solution & Go-live sign-off	70%
	Completion of 6 months after successful project sign-off.	10%
AMC (From year 2 onwards)	Completion of Warranty Period	Quarterly in arrears

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

i) Post Signing of Service Level Agreement (SLA) between Bank and Successful bidder.
ii) Post Signing of Non-Disclosure Agreement (NDA) between Bank and Successful bidder.
iii) No advance payment will be made on award of the contract.
iv) All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
v) Payments will be withheld in case of Non-compliance of the terms and condition of this RFP.

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.

Entire Agreement, Amendments, Waivers.

i. This Master Agreement and each Service Attachment contains the sole and entire agreement of the parties with respect to the entire subject matter hereof, and supersede any and all prior oral or written agreements, discussions, negotiations, commitment, understanding , marketing brochures, and sales correspondence and relating thereto. In entering into this Master Agreement and each Service Attachment each party acknowledges and agrees that it has not relied on any express or implied representation, or other assurance (whether negligently or innocently made), out in this Master Agreement and each Service Attachment. Each party waives all rights and remedies which, but for this Section, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance.

ii. Neither this Master Agreement nor any Service Attachment may be modified or amended except in writing and signed by the parties.

iii. No waiver of any provisions of this Master Agreement or any Service Attachment and no consent to any default under this Master Agreement or any Service Attachment shall be effective unless the same shall be in writing and signed by or on behalf of the party against whom such waiver or consent is claimed. No course of dealing or failure of any party to strictly enforce any term, right or condition of this Master Agreement or any Service Attachment shall be construed as a waiver of such term, right or condition. Waiver by either party of any default other party shall not be deemed a waiver of any other default.

Severability

If any or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Master Agreement, but this Master Agreement shall be construed as if such unenforceable provisions or provisions had never been contained herein, provided that the removal of such offending term or provision does not materially alter the burdens or benefits of the parties under this Master Agreement or any Service Attachment.

Remedies Cumulative

Unless otherwise provided for under this Master Agreement or any Service Attachment, all rights of termination or cancellation, or other remedies set forth in this Master Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled by law or equity in case of any breach or threatened breach by the other party of any provision in this Master Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Master Agreement.

Partnership / Collaboration / Subcontracting

The services offered shall be undertaken to be provided by the company directly and there shall not be any sub-contracting without prior written consent from the Bank. Bank will only discuss the solution with company's authorized representatives. The company authorized representatives shall mean their staff. In no circumstances any intermediary (which includes Liasoning Agents, marketing agents, commission agents etc.) should be involved during the course of project. No subletting of the contract by the will be allowed under any circumstances. Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Successful Bidder without prior written consent of the Bank

Confidentiality

All the Bank's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information etc. (hereinafter referred to as 'Confidential Information') which may be communicated to or come to the knowledge of the Company and /or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Company and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party nor shall use or allow to be used any information other than as may be necessary for the due performance by the Company of its

obligations. The Company shall indemnify and keep Bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking regarding Confidential Information by the Company and/or its employees and shall immediately reimburse and pay to the Bank on demand all damages, loss, cost, expenses or any charges that Bank may sustain suffer, incur or pay in connection therewith.

It is clarified that "Confidential Information" includes any and all information that is or has been received by the Company (Receiving Party) from the Bank (Disclosing Party) and that (a) relates to the Disclosing Party and (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential (c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agent, representatives or consultants.

In maintaining confidentiality, the Receiving Party on receiving the confidential information and material agrees and warrants that it shall take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent any inadvertent disclosure. The Receiving Party shall also, keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third Party.

The Receiving Party, who receives the confidential information and the materials, agrees that on receipt of a written demand from the Disclosing Party, they will immediately return all written confidential information and materials and all copies thereof provided to and which is in Receiving Party's possession or under its custody and control.

The Receiving Party to the extent practicable shall immediately destroy all analysis, compilation, notes studies memoranda or other documents prepared by it which contain, reflect or are derived from confidential information relating to the Disclosing Party AND shall also immediately expunge any confidential information, word processor or other device in its possession or under its custody & control, where after it shall furnish a Certificate signed by the Authorized person confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries, the requirement of confidentiality aspect has been complied with.

The restrictions mentioned hereinabove shall not apply to:-

(a) any information that publicly available at the time of its disclosure; or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same; or

(b) any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any government, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosures, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

The confidential information and material and all copies thereof, in whatsoever form shall at all the times remain the property of the Disclosing Party and disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document. The confidentiality obligations shall be observed by the Company during the term of this Agreement and thereafter and shall survive the expiry or termination of this Agreement between the Bank and Company.

The Company understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause BANK irreparable harm, may leave BANK with no adequate remedy at law and as such the Bank is entitled to proper indemnification for the loss caused by the Company. Further the BANK is entitled to seek to injunctive relief besides other remedies available to it under law and this Agreement.

Information Security:

a. The Successful Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, 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, Successful 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 Successful Bidder would be required to compensate the bank to the fullest extent of loss incurred by the bank.

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/Successful Bidders & partners.

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

Termination of Contract

If the Termination is on account of failure of the Successful Bidder to perform the obligations under this agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder.

The Bank will be entitled to terminate this Contract, on the happening of any one or more of the following:

For Convenience: BANK by written notice sent to the Company may terminate the contract in whole or in part at any time for its convenience giving 30 days prior notice.

In the event of termination of the Agreement for the Bank's convenience, Successful Bidder shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

For Insolvency: BANK may at any time terminate the contract by giving written notice to the Company, if the Company becomes bankrupt or insolvent.

For Non-performance: BANK shall have the right to terminate this agreement or/and to cancel the entire or unexecuted part of the related Purchase Order forthwith by a written notice in the event the company fails to deliver and/or install the solution within the stipulated time schedule or any extension, if any, thereof agreed by the Bank in writing in its sole discretion OR the Company fails to maintain the service levels prescribed by BANK in scope of work OR fails to discharge or commits breach of any of its obligations under this Agreement.

In the event of termination, the company shall compensate the Bank to the extent of loss suffered by the Bank on account of such termination provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BANK. The Bank shall inter-alia have a right to invoke the Performance Bank Guarantee submitted by the Company in regard to the supply and maintenance etc. of the solution for realizing the payments due to it under this agreement including penalties, losses etc.

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 defense and all related settlement negotiations

Right to Audit

"Bank reserves the right to conduct an audit/ ongoing audit of the Company/Service Provider(including its sub-contractors).The Company shall be subject to annual audit by internal/ external Auditors appointed by the Bank / inspecting official from the RBI or the persons authorized by RBI 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 company is required to submit such certification by such Auditors to the Bank

Company shall allow the Bank and RBI or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by Company within a reasonable time failing which Company will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. Company shall allow the 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."

Limitation of Liability

Neither Party shall be liable for any indirect damages (including, without limitation, loss of revenue, profits, and business) under this agreement and the aggregate liability of Successful Bidder, under this agreement shall not exceed total contract value.

Exit Clause

The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:

1. Failure of the Successful Bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract.

2. Delay in delivery beyond the specified period.

3. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;

4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.

5. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by The Successful Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

Force Majeure

i. The Selected Company 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 contractors 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 bidder r 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 Successful Bidder 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

Company regarding termination of contract or otherwise

Intellectual Property Rights

1.1 For any technology / software / product used by Company for performing Services for the Bank as part of this Agreement, Company shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Company.

1.2 Without the Bank's prior written approval, Company will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

1.3 Company shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

1.4 The Bank will give (a) notice to Company of any such claim without delay/provide reasonable assistance to Company in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Company shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Company shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Company shall consult with the Bank with respect to the defence and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses Of successful bidder

1.5 Company shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Company's compliance with the Bank's specific technical designs or instructions (except where Company knew or should have known that such compliance was likely to result in an Infringement Claim and Company did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.

Corrupt and Fraudulent practice.

i. It is required that Company 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 Company 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.

Governing Laws and Dispute Resolution

This agreement 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 and will be subject to the exclusive jurisdiction of Courts at Srinagar with exclusion of all other Courts.

The Bank and the Successful 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 **Supply, Installation , commissioning, and maintenance of a Network Configuration Manager (NCM) solution** and designated representative of the Successful Bidder. If designated Officer of the Bank and representative of the Successful 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 the Successful Bidder respectively. If even after elapse of reasonable period, which in any case shall not exceed 60 days, the senior authorized personnel designated by the Bank and the Successful Bidder are unable to resolve the dispute amicably OR any party fails to designate its officer/representative/ senior authorized personnel within days from the date of request in writing for the same by the other party for amicable settlement of dispute, the dispute 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.

Notices

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or by post or courier or facsimile or e- mail to the address below, and shall be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three days after being deposited in the post and if sent by courier, two days after being deposited with the courier, and if sent by facsimile, when sent

(on receipt of a confirmation to the correct facsimile number) and if sent by e-mail (on receipt of a confirmation to the correct email)

Following shall be address of BANK for notice purpose:

General Manager (S&IT), J&K Bank Ltd,
Technology & Development Division,
Corporate Headquarters, M.A. Road, Srinagar, 190001 Jammu & Kashmir (India)

Following shall be address of Company for notice purpose:
_____
_____
_____
_____

Other Terms and Conditions

i.   If any provision of this agreement or any document, if any, delivered in connection with this agreement is   partially or completely invalid or unenforceable in any jurisdiction, then that provision shall be ineffective in that jurisdiction to the extent of its invalidity or unenforceability. However, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this agreement, all of which shall be construed and enforced as if such invalid or unenforceable provision was/were omitted, nor shall the invalidity or unenforceability of that provision in one jurisdiction affect its validity or enforceability in any other jurisdiction. The invalid or unenforceable provision will be replaced in writing by a mutually acceptable provision, which being valid and enforceable comes closest to the intention of the Parties underlying the invalid or unenforceable provision.

ii.   Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Company. The Company agrees and undertakes to allow the Bank or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by the Company 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. The Company shall allow the 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.

iii.   The company, 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.

iv.   Any addition, alteration, amendment, of this Agreement shall be in writing, signed by both the parties.

v.   The invalidity or unenforceability for any reason of any covenant of this Agreement shall not prejudice or affect the validity or enforceability of its other covenants. The invalid or unenforceable provision will be replaced by a mutually acceptable provision, which being valid and enforceable comes closest to the intention and economic positions of the Parties

underlying the invalid or unenforceable provision.

vi. Each party warrants that it has full power and authority to enter into and perform this Agreement, the respective executants are duly empowered and/or authorized to execute this Agreement, and performance of this Agreement will not result in breach of any provision of the Memorandum and Articles of Association or equivalent constitutional documents of the either party or any breach of any order, judgment or agreement by which the party is bound.

vii. The terms and conditions laid down in the RFP shall be read and construed forming part of this service level agreement. In an event of contradiction on any term or condition between RFP and service level agreement, the terms and conditions of service level agreement shall prevail.

In witness whereof the parties have set their hands on this agreement in duplicate through their authorized signatories on the day, month and year first herein above mentioned.

Agreed and signed on behalf of

Company's Authorized Signatory

Name……………………………….
Designation……………………

Agreed and signed on behalf of

J&K Bank Limited

Name…………………………….
Designation……………………

Witness (1):

Name…………………………….
Designation……………………

Witness (1):

Name…………………………….
Designation……………………

Witness (2):

Name…………………………….
Designation……………………

Witness (2):

Name…………………………….
Designation……………………

Annexure K: 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: RFP no: _____ for Selection of Service Provider for Supply, Installation, commissioning, and maintenance of a Network Configuration Manager (NCM) solution.

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Supply, Installation , commissioning, and maintenance of a Network Configuration Manager (NCM) solution** to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

We understand that the RFP 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 RFP in full or in part without assigning any reasons whatsoever.

We have read, understood and accepted the terms/ conditions/ rules mentioned in the RFP, 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 RFP Rs.1,500/- (One Thousand Five Hundred Only) and EMD of Rs.1,50,000/- (Rupees One Lac Fifty Thousand Only) in Bank Transfer/Demand Draft/Bank Guarantee favoring J&K Bank Ltd, towards cost of RFP/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 RFP.

Place:

Seal and signature of The Bidder

Annexure L: 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 ie**. Supply, Installation , commissioning, and maintenance of a Network Configuration Manager (NCM) solution** 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 **Supply, Installation , commissioning, and maintenance of a Network Configuration Manager (NCM) solution.**

Sign and seal of Competent Authority
Name of Competent Authority
Dated

Annexure M: 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: RFP no: _____ for Selection of Service Provider for Supply, Installation, commissioning, and maintenance of a Network Configuration Manager (NCM) solution, dated _____

We _____who are established and reputed manufactures/OEM of _____ having factories/offices 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 RFP.

We confirm that our business had a turnover exceeding Rs---------------- (Rupees -----) per annum in last three financial years. (i.e. 2021-22, 2022-23, 2023-24).

We hereby extend our full guarantee and warranty in respect of the product as per terms and conditions of the RFP and the contract for the equipment and services offered against this RFP 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 manufactures)