Online Request for Proposal (e-RFP)
For
Selection of Service Provider for End to end Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on OPEX model.

e-RFP Ref. No: JKB/CHQ/T&D/NETC/2025-1347
Dated: 17-03-2025

Issued By
J&K Bank
Technology & Development,
Fifth Floor, Corporate Headquarters
MA Road, Srinagar
Phone No :+91- 9906607808
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SCHEDULE OF RFP

e-RFP Reference No.	JKB/CHQ/T&D/NETC/2025-1347 Dated: 17-03-2025
Date of Issue of RFP	19-03-2025
RFP Description	Selection of Service Provider for End to end Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on OPEX model.
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. Shahid Farooqi Phone No :+91- 9906607808 email id – shahid@jkbmail.com
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.4,00,000/- (Rupees Four Lac 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 including changes/amendments, if any to be issued	NIT is available on and can be submitted on Bank's e-Tendering Services Provider's Portal https://jkbank.abcprocure.com/from March 19, 2025 16.00 Hrs. April 03, 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 24 ,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 March 27, 2025**
Last Date of Submission of RFP	**April 03, 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:**

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

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
NETC	National Electronic Toll Collection
RFID	Radio Frequency Identification
NPCI	National Payments Corporation of India
NHAI	National Highway Authority of India
IHMCL	Indian Highways Management Company Limited
RTO	Recovery Time Objective
RPO	Recovery Point Objective
CRM	Customer Relationship Management
BC	Business Correspondent
ODR	Online Dispute Resolution
KYC	Know Your Customer

UPI	Unified Payments Interface
DSA	Direct Sales Agent
TAT	Turn Around Time
BBPS	Bharat Bill Payment System
PG	Payment Gateway
ASP	Application Service Provider
TSP	Technology Service Provider
PCI DSS	Payment Card Industry Data Security Standard
PA DSS	Payment Application- Data Security Standard
SAR	System Audit Report

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A-INTRODUCTION

1. Brief About Bank:

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

2. Purpose of RFP

Bank intends to onboard a reputed Service with proven experience in the field of providing end-to-end National Electronic Toll Collection (NETC) Solution on hosted model (OPEX) Model and who fulfil the eligibility criteria as given in this document. In this endeavor, the Bank invites proposals from capable and experienced Bidders to provide a comprehensive solution for a period of 5 years. Successful Bidder shall provide the bank an end to end NETC-issuer Solution which will include providing issuing Host solution, infrastructure, migration of existing tags, Operations including settlement, reconciliation, dispute management and 24*7 helpdesk service and customer support. The bidder shall also be providing Personalization Services and Support of RFID Fastags of approved quality, management adhering to Bank's requirement outlined in this RFP.

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 specifications to ensure complete compliance to the scope of work. Successful Bidder will provide the bank end to end NETC-issuer Solution including supply, Personalization and Support of RFID Fastags of approved quality, management of NETC Issuing module under OPEX model which will include providing issuing Host solution, infrastructure, migration of existing tags, Operations including settlement, reconciliation, dispute management, 24*7 helpdesk service and customer support adhering to Bank's requirement outlined in this RFP.

The scope of work shall include but not limited to:

1. The selected bidder to provide/develop and host NETC Issuer Host Solution in secured infrastructure, to process transactions request received from NETC System.

2. The proposed NETC Solution should be an end-to-end solution and should have all the modules required for the seamless operations, even if the same is not explicitly mentioned in this RFP document. Bidder should submit a detailed design document of the proposed solution.

3. The solution should enable the Bank to issue Tags through Branches, Business Correspondents, Vehicle dealers, Third parties etc.

4. The solution should enable the Bank to issue Fastags to both retail and Corporate customers and the portal and mobile application should have the feasibility for both kind of users to track and manage their FASTAGs. Also the facility should be available for onboarding the non-customers/other bank customers.

5. Successful Bidder shall provide the Solution as a Hosted Application at the Bidder's premises, in India.

6. The Solution Application architecture should be scalable incommensurate with the increase in transactions and tags in the bank.

7. The NETC Issuing Host Solution is broadly aimed to provide end to end management of Fastags Issuing module management system for NETC under OPEX model inclusive but not limited to the following functions:-

   i.   Issuance portal of RFID Fastags
   ii.   Integration of Issuance portal with CBS
   iii. Customer Self Service portal
   iv.   Operations including dispute management
   v.   Help Desk Portal
   vi.   Account Management
   vii. **Fastag Mobile App**
   viii. Inventory Management
   ix.   System Administration
   x.   Finance Management and Reporting
   xi.   Reconciliation
   xii. Transaction Processing
   xiii. MIS for all levels
   xiv. Dispute Management

xv. 24*7 Helpdesk
xvi. Compliance with latest information security policies of regulatory authorities and bank.
xvii. SMS & email alert facility for NETC Fastag transactions.
xviii. End-to-End tag dispatch mechanism as per the requirement of the Bank
xix. Bank reserves the right to engage one or more additional vendors/Direct selling Agents (DSA) for marketing and sale of RFID tags.
xx. Bidder to allot the dedicated resource/personnel for providing on-site support to the corporate clients at their location.

8. NETC Issuing System : Issuer system should also provide but not limited to following functionalities/ features:-

   a) Maintain inventory of Fastags
   b) Issuance of Fastags through point of sale locations.
   c) Maintain customer accounts
   d) Handle Fastag account recharges and any other channel as may be specified - by Bank
   e) Maintain Black list and white list of Fastags
   f) Send black list and white list to NPCI
   g) Receive ETC transactions from NPCI and post to customer account
   h) Reconcile the ETC transactions with NPCI
   i) Issue Plaza Level Pass (discounts) to the Customers.
   j) Receive disputes from Customers and send the disputes to NPCI
   k) Receive Adjustment details for resolved disputed transactions from NPCI and give corresponding adjustment to the customer account.
   l) Receive settlement details recommended by NPCI and physically settle to Acquirers. Send settled details to NPCI.
   m) Maintain User self-service portal and Mobile App and Point of Sale system
   n) Maintain BackOffice system which supports Customer service, Finance Management, Inventory Management and Help desk system.

9. The selected bidder is required to perform below mentioned activities:-

   i. Personalization of Fastags as per Bank's/Regulators branding guidelines.
   ii. Supply the Fastags as per the technical specifications prescribed/ approved by NPCI / IHMCL / NHAI.
   iii. Migration of existing tags on new platform without any disruptions in Fastag services.
   iv. Integration of Fastag portal with our CBS/Other channels for all financial transactions.
   v. The successful Bidder should be able to integrate the solution with Banks CBS so that the Tags (Retail/Corporate) can be linked to the customer's CASA account.

10. The proposed NETC Management solution should able integrate with various channels of the Bank such as CBS, Business Correspondents (BCs) Channel, Contact Center, internet Banking, UPl, Mobile Banking, Omni channel, API gateway, Merchant onboarding, ODR solution, Bank wallet, Bank's website, Video KYC solution (for KYC and Re-KYC requirements) and integration with any other channels as required by Bank or any other regulatory body like NPCI/RBI/NHAI/IHMCL/etc,without any additional cost.

11. The Successful Bidder shall be responsible for customization of solution as per RBI, NPCI, NHAI, IHMCL or any other regulations of other regulating bodies at their own cost, during the contract period.

12. The Successful Bidder shall be responsible for any licenses/utilities/certifications/etc. required

to run the solution at their own cost. Successful bidder shall be responsible for software updates/licenses/patches/etc, as and when required from time to time. The Successful Bidder shall also be responsible for hardware specifications required for the software solution provided at their own cost.

13. The Successful Bidder should have a fully established Business Continuity Plan in place and should have provision and capability to operate from Disaster Recovery (DR) Site in case of need / exigency. The solution provided should have DR with equivalent software & hardware as provided in DC (Prime site). The solution should have a provision to transfer data daily to DR Site.

14. The Bidder should conduct regular DR Drills and as mandated by the regulatory authorizes or Bank. The DR site has to be kept updated with all software up gradations.

15. Whenever need arises, bidder should be able to switch the operations to DR, Site within bank's RTO (3 Hours)/ RPO (0) requirements

16. Data security and confidentiality: Successful Bidder to ensure no unwarranted, illegal, and fraudulent misuse of data shared by the Bank and Bidder to categorically indemnify the Bank against any losses that the Bank may suffer on account of any such fraudulent and illegal act by the Company or its employees.

17. GST accounting: The accounting should enable the Bank to submit the relevant data/reports to the GST authority.

18. The bidder has to provide a portal to branches of the Bank to register disputes about all transactions. The Bank staff should be able to fetch the data and register the dispute.

19. Necessary reports as per the requirements should be made available for Bank regarding automated reconciliation and accounting.

20. The Successful Bidder is responsible for end to end migration of existing Fastags with proposed new solution without any service disruptions and no additional cost to bank.

21. Delivery of Fastags to the specified locations. (Stationery Depos, Offices, Customer Home Delivery or Business Units, as decided by Bank). For the requests raised by the customers through self-service mode like Mobile Banking, Ebanking , UPI, KIOSK, third party apps etc, the option should be made available to get the tag delivered at any address (editable/registered) or to choose any bank branch for collection of the tag. Further for non-customers there should be a provision of app also.

22. The requirement of number of Fastags may increase/decrease based on the demand from the branches or deployment of additional point of sales for Fastag issuance.

23. Bank will use the Fastag rates provided by the successful bidder in response of RFP to place order for any future/additional requirement of the Fastag for the period of 5 years from the date of agreement. The Bank will also have an option to renegotiate the rate with the bidder from time to time depending on the prevailing market rates.

24. If Bank feels that quality of the Fastag is degraded then Bank can ask for comparison with the sample of the Fastags supplied by the bidder to check any variance between the Fastag supplied and the specification approved. Bidder is required to bear the cost of such certification.

25. If NPCI changes the specification of Fastags during the contract period, the changes in the specifications have to be made by the Successful Bidder at no cost to the Bank with immediate effect.

26. Complete architecture, Data Flow Diagram, Use Case Diagram, etc., of the application, infrastructure should be made available to the Bank.

27. Bidder should ensure proper implementation of multi-factor authentications at all levels for access of application(s).

28. The solution should have an inventory management of RFID Fastags/top up facilities /customer service channels, including reconciliation and account management.

29. The solution should be channel agnostic, platform independent and horizontally scalable as per requirements of the bank.

30. The solution should be complied to all the regulatory (NPCI / IHMCL / NHAI /RBI/etc) circulars including but not limited to below circulars.

    i.   Guidelines for New Customer On-boarding and Re-KYV Process
    ii.   Processing of e-mandates for Recurring Transactions
    iii. Auto-Replenishment of NETC FASTag and RuPay NCMC with UPI Autopay.
    iv.   Addendum to Circular 004 - Changes to the Rule for Declining Transactions from Tags under Exception
    v.   Cooling Period Compliance for Vehicle under Exception
    vi.   Chargebacks - Transactions Presented Beyond 15-Minutes from Reader Read Time
    vii. One Vehicle One FASTag and closure of Multiple tags linked to vehicles
    viii. Issuance of New or Replacement FASTag to the PPBL Consumers
    ix.   Revision of timeline for VRN update for FASTag issued on chassis number
    x.   Inclusion of UPI QR Code in the New Design of NETC FASTag
    xi.   Implementation of NETC FASTag Closure and Replacement Policy
    xii. Implementation of Policies to Standardize Vehicle Number Update; Vehicle Identification and KYC for NETC FASTag Issuance
    xiii. Revision of Deadline for Implementation of Tag Issuance Process for Issuer Bank / Entity and Addition of New Exception Codes in NETC Ecosystem
    xiv. Tag Issuance Process for Issuer Bank / Entity and Addition of New Exception Codes in NETC Ecosystem
    xv.   Enhanced Participation by Issuer Bank / Entity in Net Promoter Score
    xvi. NETC FASTag Brand Guidelines Compliance
    xvii. Implementation of Net Debit Cap (NDC) for NETC Sub-members
    xviii. VAHAN integration
    xix. And all other circulars issued till date

31. Key Capabilities required for end to end NETC Issuing module management system which are furnished in the following parts –

    i.   NETC Issuing System
    ii. Authorization Host for Fastag Transactions
    iii. Regular Operations including Reconciliation, Violation and Dispute Management
    iv. Customer Services Helpdesk (Call Center)

32. Customer self-service portal - This portal should comprise (but not limited to) of following functions/features –

    a) Tag recharge/top-up facility through debit/credit card, Internet-banking, UPI and any other channel which may be decided by Bank in due course of time. This means integration with Bank's various channels is required.
    b) User should be able to check all Fastag related information.
    c) User should be able to generate statement depending upon duration provided by him/her.
    d) User should be able to view transaction history.
    e) User should be able to view details of a particular transaction.
    f) User should be able to block the Fastag.
    g) User should be able to raise dispute for a transaction.

33. Point of Sale Management system - This should provide (but not limited to) following functionalities/features–

    a) Portal for Point of Sales
    b) Issuing Fastags by accepting cash/transfer
    c) Recharge Fastags by accepting cash/transfer
    d) Send black list/white list Fastags to NPCI
    e) Maintain inventory per "point of sale" basis.

34. Tag Inventory Management system - This should provide complete inventory management for RFID Fastags.

35. Customer Service Center application -Bidder is required to handle all customer complaints and resolve various issues within TAT.

36. Dispute resolution (including image review)

37. Integration with Bank's PG, Internet-banking system, UPI, BBPS etc. for making payment for Fastag recharge.

38. MIS reports for all levels.

39. Compliance/up-gradation as per the releases by NPCI, IHMCL/NHAI/etc.

40. Currently the NETC Solution is provided only by NPCI. If the same facility is to be integrated with other Payment Network(s) in future, Successful Bidder has to integrate the same with other Payment Network(s) with No additional cost to the bank and on the same rate.

41. Authorization Host for Fastag Transactions.
    a) As this RFP is for OPEX model, the selected bidder is required to provide complete host environment and infrastructure.24x7x365 Support for hosting, IT & System operations are included. All the licenses required to run the application shall be the responsibility of the bidder.
    b) The infrastructure should be scalable so that as per requirement transaction volumes can be handled.
    c) Facility of Disaster Recovery site should be available.

42. System Operations including Violation and Dispute Management
    a) Clearing & settlement of NETC transactions for NETC program

b) Dispute Resolution.
c) To facilitate Web & file based dispute processing
d) Raising a dispute
e) Accepting or rejecting dispute
f) Tracking/follow-ups of disputes raised/received with concerned.
g) Settlement of disputed transactions
h) Escalations for disputed transactions.
i) MIS reports.
j) Timelines to Raise/Settlement of dispute will be as per guidelines of NPCI & with mutual consideration
k) Disputes can be raised for Chargeback cases (From Issuer end).
l) For Credit/Debit adjustment (From Acquirer end).

43. Customer Services and Helpdesk: The bidder shall provide a Customer web portal / Service application to the Bank Contact Centre team which shall enable the Bank agents to address Customer Queries which can come through email, website or telephone calls. The application should have all the necessary features requires to resolve customer complaints and queries.

44. As desired by the NPCI, the following documents have to be submitted of on-boarded Fastag vendor.

a) Self-Declaration form submitted by ASP/TSP
b) Duly signed - TnC
c) Certificate of Incorporation
d) GST Certificate
e) Approach Paper (Date, name and designation of authorized signatory)
f) Compliance Questionnaire along with Supporting documents - supporting documents like Board of director list, Shareholder pattern etc.
g) Audited Financials (Balance sheet and P&L) of last 2 FYs
h) PCI-DSS / PA-DSS Certification
i) Information security management system (ISO 27001:2013)
j) DL SAR by Cert-In empanelled auditor
k) Cyber Security Insurance.

45. Successful Bidder shall pay to its employees/personnel, who are engaged for providing the Services to the Bank, all wages, salaries, allowances etc. in accordance with the terms of Contract of their employment / various Laws / Statutes / Acts applicable locally or otherwise and the Bank shall not be liable in this regard either to Successful Bidder or to its personnel in any manner whatsoever. Further, Successful Bidder shall also maintain all records in this regard as required by the relevant laws including, the Minimum Wages Act, the Payment of Wages Act and the Contract Labour (Regulation & Abolition) Act or any other State Level/Central Act/Law that 1s applicable and shall comply with all the statutory provisions as prescribed under relevant rules and statutes for the time being in force.

46. The bidder has to comply with the Technical Functional Requirement (**Annexure E1**). The bidder has also to comply with the Compliance Requirements and Hosting Assessment Checklist of the Bank, provided under **Annexure-M and Annexure N respectively.**

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 ₹4,00,000**/- (Rupees Four Lac 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:

S.No.	Milestone	Timeline
1	Issuance of PO	Week 0
2	Signing of SLA & NDA	Within 2 Weeks from issuance of PO
3	Installation, configuration, implementation of complete NETC Solution at DC and DR and Migration 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 5 weeks from Issuance of PO
4	Go Live of Solution	Within 6 weeks from Issuance of PO

Tag Related Timelines

S.No.	Milestone	Timeline
1	Supply of Bulk Tags Issued by Bank	Within 5 day from date of Order
2	Delivery dispatch of tag(Online Applied Fastag)	5-7 days from the date of issuance of tag

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 **Selection of Service Provider for End to end Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on OPEX model.** 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 two 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 F. 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 65 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 **65** 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

Cost Evaluation under Combined Quality cum Cost Based System (CQCCBS)

  i. Under CQCCBS, the technical proposals will be allotted weightage of 60% while the financial proposals will be allotted weightages of 40%.
  ii. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices
  iii. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

Highest point's basis:

On the basis of the combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as L-1 followed by the proposals securing lesser marks as L-2, L-3 etc. The proposal securing the highest combined marks and ranked L-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed. In a particular case of selection of bidder, it was decided to have minimum qualifying marks for technical qualifications as 65 and the weightage of the technical bids and financial bids was kept as 60 : 40. In response to the RFP, 3 proposals, A,B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 65. All the 3 proposals were,

therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Technical Score	Evaluated cost
A	75	Rs.120.
B	80	Rs.100.
C	90	Rs.110.

Using the formula LEC / EC, where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A : 100 / 120 = 83 points   B : 100 / 100 = 100 points   C : 100 / 110 = 91 points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: 75x0.60 + 83x0.40 = 78.2 points.

Proposal B: 80x0.60 + 100x0.40 = 88.0 points

Proposal C: 90x0.60 + 91x0.40 = 90.4 points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 78.2 points   : L3

Proposal B: 88.0 points   : L2

Proposal C: 90.4 points   : L1

Proposal C at the evaluated cost of Rs.110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

Under CQCCBS method, the bidder who has secured first rank in technical evaluation shall be called for further negotiation after opening and evaluation of its financial proposals.

The Name of the successful bidder along with details of cost etc. shall be posted on the bank's website after the award to the successful bidder has been made and communicated to him in writing.

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:

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 4,00,000 (Rupees Four Lac 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 4,00,000/=

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 F.

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 5 years and valid for 5 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 5 years + 6 months. The format of the PBG is given as per Annexure G .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 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 development and project management fee for end to end NETC Issuing module management system,	UAT Signoff by Bank	30%
	Successful Go-Live of NETC Solution including all components at DC and DR as per all requirements mentioned in RFP	40%

Migration of existing tags & Customization	3 month after Successful Go-Live (Post Review Period)	30 %
Per Tag Procurement Cost	Successful Delivery of Tags	Quarterly in arrears on submission of invoices
%age Cost on the Total Interchange earning received per transaction (Vendors Revenue)	Satisfactory Delivery of Services	Quarterly in arrears on submission of invoices

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 **Implementation of Selection of Service Provider for End to end Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on OPEX model**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 End to end Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on OPEX model.** dated ....

Further to our proposal dated ...., in response to the Request for Proposal for **Selection of Service Provider for End to End Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on OPEX model** (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 End to end Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on OPEX model** dated _____

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Selection of Service Provider for End to end Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on OPEX model** 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 should be a Government Organization/ PSU/ or a Limited Company / Private Limited Company under Company Act 1956/2013, India.	Certificate of Incorporation if it is company.	
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 have minimum annual turnover of Rs. 2 Crore or more during the last 3 Financial years.	Copy of the audited Balance Sheet and Certificate of the Chartered Accountant for last three years.	
4	The bidder 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.	
5	The bidder should have successfully implemented the proposed Solution in at least 1 Scheduled Commercial Bank in India during last 5 years.	Copy of Purchase Order/ Work Order/ Agreement signed & stamped by the Buyer Organization/ Certificate from customer. The respondent should also provide the details of the number of	

		banks as Issuer, number of banks as acquirer and number of banks where both issuing and acquiring is implemented	
6	The bidder should have experience of issuing and maintaining a minimum quantity of 1,00,000 (One lakh) tags in India as on the date of issuance of RFP.	Copy of Purchase Order along with Certificate of Satisfactory Working / Completion Certificate / in the last two years including names of clients with contact details (phone number/email)	
7	The solution proposed by the Bidder should be certified by NPCI for implementation in any SC bank in India.	Copy of the purchase / work order and Certificate of satisfactory completion and management of the work including integration with NPCI on behalf of any Bank.	
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 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 and the NETC solution offered should comply with all guidelines issued by RBI, NPCI and IHMCL/NHAI/BANK etc. issued from time to time and should implement all such future requirements as and when required by regulatory bodies like NPCI/ NHAI/RBI/IHMCL/etc. without any additional cost to the Bank.	A self-declaration to this effect is to be submitted on company's letter head.	

12	The solution should comply with Bank`s Technical Specification at Annexure E1 & Service Provider Checklist (Annexure N).	A self-declaration to this effect is to be submitted on company's letter head.	
13	The Bidder should own the intellectual property rights of the NETC product or should have rights from the owner, If not, the Bidder should have in place proper tie-ups, commercial agreements, authorized implementation partnership for deployment/ resale/ customization of software with the product OSD whose software products are offered.	Self-Declaration from the Bidder and an authorization letter from manufacturer (OEM) to this effect should be furnished giving mandate to participate in this RFP Self- declaration should also specify that the bidder would be solely responsible for designing, procuring and delivering the entire solution.	
14	Bidder must have their DC (Primary) & DR (Secondary) for hosting proposed solution at different centres in India ideally falling under two seismic zones. These centres should be Tier-3 Data Centre or higher.	Self-Declaration along with details of locations on bidder's letter head	
15	The bidder should have 24 X 7 Support centre in India.	Details of Support Centre/ Undertaking on Letterhead of the Organizations.	
16	Bidder must provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of Promoters/ management or partnership firms/LLPs having common partners have not participated in the bid process.	Letter of confirmation on company letter head duly signed by authorized official to be submitted	

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	Proposal Bid Evaluation	Evaluation Parameters	Max Marks
1	Total Number of Active Clients being managed on Hosted Model.	1 Clients-10 Marks 2- 3 banks-15 Marks >3 Clients-20 Marks	20 Marks
2	Total Number of Active Fastags being managed on Hosted Model	1-2 lacs: 8 marks >2 lacs- 5 lacs :12 marks > 5 lac: 15 marks	15 Marks
3	Maximum No of transactions handled by the Solution (Service Based Model) in any month from 01-Sept-2024 to 31-Dec-2024.	Score: Up to 60% -10 Marks Score: >60% to 80%- 15 Marks Score: >80%- 20 Marks	20 Marks
4	NETC Solution Migrations carried out during last 5 years	1 migration: 5 marks 2 migrations and above : 10 marks	10 Marks
5	Techno Functional Requirements	Techno Functional Requirement Annexure E-1 0.1 Mark for each point	10 Marks
6	Solution Features and Capability/Product Demonstration/Technical Presentation/ Project Team Experience.	Committee Evaluation	25 Marks
		Total	**100 Marks**

* Marking against Point No 3 of the above given table is based on Percentile method ,wherein the bidder with highest number of transactions will get 100% marks and the scoring of other bidders shall me made as per the benchmark sets.

We hereby confirm that our proposed Solution meet all the specifications as mentioned above and have submitted the supporting documents against each point claimed. The bank reserves the right to ask the bidder to furnish any such document as required during technical evaluation.

Signature and Seal of Company

Annexure E1: Techno Functional Requirements

S.No	Details	Compliance Y/N
	A. Infrastructure related requirements	
1.	The system should provide NETC Issuer services management. The system should offer end-to-end services in NETC Issuer solution.	
2.	The system should offer back-end services of maintenance, Authorization, network management, MIS, Settlement Services and Dispute resolution.	
3.	The Public keys and Private keys shall be handed over to Bank post termination / expiry of the contract.	
4.	The whole solution should be hosted with proper high availability (24x7 availability with 99.99% precision) and 100% DR replica. Highly scalable application should be capable of handling very high-volume toll plaza transactions.	
5.	Provision of requisite hardware, setup and installation.	
6.	Provision of requisite software licenses, Business application license and other required monitoring software, tolls for IT setup at the site, for day-today operations. software, tolls for IT setup at the site, for day-today operations.	
7.	Customer information shared by Bank, for customer identification shall be encrypted at rest by Service Provider.	
8.	The solution should be a three-tier architecture system and use proven technologies like Java and Oracle database etc.	
9.	The bidder's Solution should comply with RBI's Data localization policy ensuring that the entire data are stored in a system only in India. System Audit Report (SAR) by CERT-IN empaneled auditors certifying completion of activity.The SAR duly approved by the Board of the Bidder.	
10	The solution should be efficient in handling migration of existing tags on new platform without any disruptions in Fastag services.	
11	The solution should enable the Bank to issue Tags through Branches, Business Correspondents, Vehicle dealers, Third parties etc. to both retail and Corporate customers and the portal and mobile application	
12	Personalization of Fastags as per Bank's/Regulators branding guidelines	
13	The platform should have the capability to manage inventory of RFID Fastags which includes existing, unused and fresh issued.	
14	Bidder should ensure proper implementation of multi-factor authentications at all levels for access of application(s).	
	B. FASTag Issuing solution	
1.	The system should be able to interface with Banks's through API for various reporting purposes. The FASTag Issuing solution should integrate with various channels like CBS, Internet Banking, Mobile Banking, UPI, ATMs, POS/ Kiosks, Banks Website, BBPS and other alternative delivery channels as required in future by Govt.,	

	RBI, NPCI, NHAI or any other governing bodies without additional cost to Bank. Selected Bidder will provide API required for implementation, issuance and integration of FASTag without any cost to bank.	
2.	Wallet facility (PPI) to vehicle owners.	
3.	Online Transaction Processing with 24*7 Helpdesk(Call Centre) & SMS/email alert facility for NETC Fastag transactions to the customers.	
4.	Integration with NETC System of NPCI.	
5.	System should be compatible for upgradation to additional use cases where FASTag acts as payment instrument.	
6.	System should be able to facilitate other existing use cases of FASTag, such as Parking/ Fuel/ Fine and Challans etc. on CUG/ Interoperable basis.	
7.	Top-up facility (for FASTag linked PPI) through Mobile Banking/ Internet Banking/ ATM/ UPI/ IMPS/ Credit cards/ Cash etc.	
8.	Blacklist, grey -list and hotlist Management and in case, the money in the FASTag account goes below the minimum prescribed level.	
9.	Automatic recharge of FASTag by debiting linked Bank account, once money in the FASTag account falls below minimum prescribed level.	
10.	The solution should provide reports of Reconciled/ Un-reconciled/ exception transactions to the Bank. Chargeback Processing: Chargeback is used for Dispute Management. The user can raise a query regarding inappropriate balance deduction for transactions. So, the transaction gets re-audited and appropriate balance resulting after re-audit is either credited or debited to the user wallet	
C. Minimum features of Web portal/ Web based interface for Bank for FASTag end to end issuance module management.		
1.	Web portal/ Web based interface for Bank for FASTag end to end issuance module management inclusive but not limited to the following functionalities under OPEX model.	
2.	Web portal to allow Customer category wise onboarding & Wallet creation.	
3.	A service portal for management of account details for bulk customer required.	
4.	An issuance client required for bank branches, integrated with CBS for validating an existing Bank customer. This is to avoid KYC process of customer again.	
5.	Web portal to integrate KYC of new customers which are not Bank customers, with the existing e-KYC/ Video KYC services.	
6.	Web portal to give Inventory Management facilities.	
7.	Web portal MIS should support extensive and detailed reporting	
8.	All types of reports (to be defined with selected vendor) should be generated easily from Web portal. The reports from Web portal may be categorized in following types: a. Operational Reports b. Statistical Reports c. History Reports	

	d. Business Intelligence Charts e. Regulatory Reports. f. Customer KYC reports g. NETC related MIS (Revenue, list of low balance/ hot-listed vehicles, etc.) Any new report creation/ changes to existing reports to be provided as per requirement of Bank.	
9.	Web portal should allow to view financial postings at switch level and account adjustment functionalities. Web Portal must provide banks administration functionalities.	
10.	The system should support Admin function at HO and Zonal/Circle office level for creation, modification, deletion, suspension of users.	
11.	Web portal should have functionality for 24x7 Call Centre/ help-desk including dispute management.	
12.	Web portal should give EOD report for reconciliation.	
13.	Rejection History in Web portal: Status of all rejected transactions should be shown as part of the violation history. Application should be capable in retrieving present and historical details of the transactions.	
14.	Payment History in Web portal: Payment, Top up details and Top up history of all accounts/ wallets including payment mode displayed.	
15.	Passage History in Web portal: Toll Transaction details of the account/ Wallet. Following transaction related information should be shown in passage History 1. Transaction Date Time 2. Transaction Upload Date Time 3. Reconciliation Status 4. Amount 5. Vehicle Details 6. Toll Plaza Details 7. Transaction Status _ Discrepancy or Normal Transaction 8. Failed transactions history	
16	Web based portal/interface should show Settlement details. Web based portal/ interface should allow Tag exception management. Web based portal/ interface should allow checking of vehicle status from NETC mapper.	
17.	Bidder to provide User Management, Portal related troubleshooting and resolution. Portal/ interface should be easy to use and as per NPCI & Bank specifications Portal/ interface should allow, recharge, Account operations and Service Request Management	
18.	User Interface and format of various Reports should be configurable and provided by Vendor, as and when required by Bank/ NPCI/ RBI/ MoRTH/ IHMCL/ Govt. of India Departments.	
19.	Types of validations (first factor, second factor, etc.)/ Password management/ History management must be available.	

20.	The Front-end module should also have the capability to check for Exceptions if any.	
D. Minimum features of Web portal and Mobile Application for FASTag customers		
1.	Web portal and Mobile Application for FASTag customers should provide functionalities under OPEX model. Customer can-do first-time registration using the FASTag details (Customer Web portal & Mobile App).	
2.	Tag recharge/ top-up functionality (for FASTag linked PPI) through various modes like Debit/ Credit Card, Internet Banking, UPI and any other mode in future (Customer Web portal & Mobile App).	
3.	User should have all FASTag related information in view (Customer Web portal & Mobile App).	
4.	User should be able to check transactions history .Transactions Particular can also be viewed (Customer Web portal & Mobile App).	
5.	Temporary blocking/ unblocking of FASTag. (Customer Web portal & Mobile App).	
6.	Raise dispute for a transaction (Customer Web portal & Mobile App).	
7.	Update details like email id, mobile no. etc (Customer Web portal & Mobile App).	
8.	Web portal for both Desktop & Mobile phone (Customer Web portal). Login must be available on different OS uninterrupted (Customer Web portal & Mobile App).	
9.	Complaint Management and resolution should be possible (Customer Web portal & Mobile App).	
10.	Web portal and Mobile Application for FASTag customers should provide functionalities under KYV Guidelines.	
E. Others		
1.	Specification & physical quality of the FASTag may be verified on time-to-time basis. If any variance found between the specification approved or standard specification and the FASTag supplied, Bank reserves the right to ask for recertification and vendor will be bearing the cost for any recertification.	
2.	There should also be facility for customer to apply a FASTag through online process/ mobile app/ email. Facility to upload the relevant document for KYC compliance by the customer should be present.	
3.	There should be provision to implement fee structure, minimum balance etc. in the given solution which must be parameterized mentioned as below. a. Various Charges like Issuance Charges and Reissuance Fees b. Variable Minimum balance configuration should be available c. Primary features: FASTag Validity, Min Top up Amount, Notification Charges d. Non-Financial Requests: Charges for Closure, Blocking-Unblocking and Account Level Charges	
4.	Discounts module for FASTag should be a part of the solution. a. Configurable (Parameterized) discount management system. b. Product can be configured in 2 modes.	

	• Product Base Discounts • Local Discounts c. Supports automatic calculation of discount as per configuration d. Discount application and expiry can be configured for product and Local based types. e. Any other discount prescribed by the Bank from time to time. f. Local Discounts: g. Supports creation of configurable (parameterized) Discount Rules. h. Should be supporting the following types of Discounts configuration. i. Amount Based Discount j. Percentage Based Discount k. Time Based discounts	
5.	The system should be supported by a robust Dispute Resolution Management System and provide Charge Back, Re- presentment, Debit/ Credit adjustment, Pre-compliance, Compliance, Pre-Arbitration and Arbitration etc. as per NPCI operating guidelines	
6.	Integration with Online Dispute Resolution System (ODR) and other channels of Bank or as instructed by Govt. Authorities/ NPCI/ RBI /etc.	
7.	Dispute Handling _ System should be able to access NETC EGCS offline system to raise and track any disputes raised by customers as per the dispute life cycle. System should synchronize dispute status which is received from NETC EGCS system.	
8.	Geo tagging of transactions	
9.	The technical requirement for Issuer system for NETC will be governed by the technical specifications and processes as defined by NPCI/ NHAI/ MoRTH/ IHMCL/RBI or any other statutory authorities.	
10.	For database, the system should provide periodical dump or as and when requested by the Bank of the database with details of tables and FD (functional dependency) to the Bank with utility to read the dump. For database other than oracle the system should provide data file in ASCII format or text file with separators with FD to the Bank.	
11.	Parameterization and Product customization as per requirements from time to time.The system should have provision for configuring new programs, change parameters, define dormancy parameters etc.	
12.	The selected bidder to develop & host issuer framework in secured infrastructure as per the standards set by the NPCI & other regulatory bodies time to time.	
13.	The bidder will integrate their host system with the NETC system (NETC Switch and NETC Mapper) hosted by NPCI.	
14	Coordinate with NPCI and Bank Technology Team and deploy the issuing host that includes installation and management of NPCI and/ or Issuer Bank public keys, adequately protected for integrity.	
15.	The bidder should have system having feasibility to support primary and secondary systems to ensure connectivity with multiple endpoints.	
16.	Creating and providing an efficient issuing/ top up infrastructure for FASTags viz. Cash, Bank Account, Credit card, debit card, internet banking,	

17.	Create and provide a system to back up all the information i.e. FASTag registration details including vehicle category as per Toll Gazette of Government of India, Customer details etc. The data backup should be provided as per requirement of the Bank.	
18.	The vendor system should carry out the transactions as detailed in NPCI document. The clearing and settlement process along with the transaction life cycle will be as per NPCI documents released from time to time during the contract period.	
19.	As per specifications defined by NPCI, the vendor should submit detailed diagram, data flow information, security maintenance, etc. for Bank's use. End-to-end management of the solution should be covered by the vendor.	
20.	Specification & physical quality of the FASTag may be verified on time-to-time basis. If any variance found between the specification approved or standard specification and the FASTag supplied, Bank reserves the right to ask for recertification and vendor will be bearing the cost for any recertification.	
21.	The vendor should comply with Banks Information Security policy and audit requirements including the following: a. Responsibilities for data and application privacy and confidentiality b. Responsibilities for customer personal data sharing, privacy and confidentiality c. Responsibilities on system and software access control and administration d. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor e. Physical Security of the facilities f. Physical and logical separation from other customers of the Vendor. g. Incident response and reporting procedures	
F. Security Specification		
1.	Whether Bidder has (Board/ Top Management approved) Information Security (IS) Policy in place with periodic review (minimum annually) by Top Management.	
2.	Whether Bidder's IT environment is suitably protected from external threats by way of firewall, WAF, IDS/IPS, AD, AV, NAC, DLP etc.	
3.	Whether Bidder's environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by firewall, where any access from an external entity is permitted through DMZ only.	
4.	Whether CERT-IN Empaneled Auditors are engaged by Bidder for ensuring security posture of their application.	
5.	The connectivity between Bank DC/DR and Service Provider DC/DR should be encrypted using TLS 1.2 / higher (compatible to Bank infra).	
6.	Whether Bidder is agreeable to secure the Bank's data (if shared) while transit, processing, at store, during backup and archival, over external media etc. with latest & secured encryption standards.	

7.	Whether Bidder has processes in place and is agreeable to completely erase the data after processing at their end or after a clearly defined retention period, if so permitted to be stored.	
8.	Whether Bidder is willing to put in place a system of obtaining approval from the Bank before carrying out any changes in their environment.	
9.	Whether Bidder is agreeable to define proper access control for protecting the Bank's data (if shared) and access to the data is strictly on need-to-know Basis.	
10.	Whether Bidder follows the best practices of creation of separate network zones (VLAN segments) for production and non-production such as UAT.	
11.	Whether Bidder follows the best practices of creation of separate network zones (VLAN segments) for Web, App, DB, Critical & Non-Critical Applications.	
12.	Whether internet access is restricted on internal servers, database servers or any other servers.	
13.	Whether minimum baseline controls are implemented for hardening the application and DB Servers.	
14.	Whether suitable Security Certificate such as ISO27017 & ISO27018 for Cloud Services (if applicable) is in place or Whether the Bidder's data Centre is ISO 27001:2022 certified.	
15.	Whether the Service is https with minimum TLS v 1.2 enabled.	
16.	Whether Encryption of Sensitive and PII data at rest and in transit supported.	
17.	Whether Bidder is agreeable that the key used by it to encrypt the Bank's data (if shared) should be different i.e. it should not be the same that was/is used for other clients.	
18.	Whether Bidder is agreeable to performs periodic DR Drills as per the requirement of Regulators and Bank.	
19.	Whether the privilege access activities are logged, monitored, controlled and governed preferably using Privilege Identity Management (PIM).	
20.	Whether the data center, where the server for processing and loading of keys, is located within a secured area?	
21.	Whether there is any EFRM solution in Place.	
22.	Whether there is any security operation centre in place	
23.	Whether the bidder is regularly conducting VAPT process and closing the critical, High & Medium observations as per their own policy. The Vendor to ensure that all VAPT issues to be addressed and resolved before the system is made live for customers. Bidder must remediate all confirmed high/critical vulnerabilities and issues found during audits & assessments within 30 days. If vulnerabilities and issues are not remediated within 30 days, Bidder must notify J&K Bank.	
24.	Whether they are PCI DSS certified (if applicable)	
25.	Whether the bidder is regularly conducting firewall rule review closure of rule gaps.	

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
One time development and project management fee for end to end NETC Issuing module management system, Migration of existing tags & Customization and integration Cost if any (to meet the scope of the RFP)	a	1	A=a
Per Tag Procurement Cost	b	1,00,000	B=bx1,00,000
%age Cost on the Total Interchange earning received per transaction (Vendors Revenue)	c	*Rs.42,00,00,000 (Txn Value)x c/100	C=cx42,00,00,000/100
		Total Cost for 5 Years	A+B+C

Note: # Interchange Charges for Issuer Bank is 1.00 % of total transaction value, as on date, the same is subject to change in future.

Transaction Value of ₹42,00,00,000 has been arrived at the assumption *of 70,000 RFID Avg(Mean) Operational Tags per year(during 5 Years) and each tag having a minimum transaction value of Rs.100/- (Rupees One Hundred only) per month during the contract period of 5 years. (70,000 Tags x 100 Rs x12 Months x5 Years)*

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 End to end Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on OPEX model.** (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 **Implementation of Selection of Service Provider for End to end Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on OPEX model** in terms of the Purchase Order bearing No. .... Dated ...., hereinafter referred to as the Contract. And Whereas in terms of the Conditions stipulated in the said Contract, the 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 to ensure complete compliance to the scope of work. Successful Bidder will provide the bank end to end NETC-issuer Solution including supply, Personalization and Support of RFID Fastags of approved quality, management of NETC Issuing module under OPEX model which will include providing issuing Host solution, infrastructure, migration of existing tags, Operations including settlement, reconciliation, dispute management, 24*7 helpdesk service and customer support adhering to Bank's requirement outlined in this RFP.

The scope of work shall include but not limited to:

1. The selected bidder to provide/develop and host NETC Issuer Host Solution in secured infrastructure, to process transactions request received from NETC System.

2. The proposed NETC Solution should be an end-to-end solution and should have all the modules required for the seamless operations, even if the same is not explicitly mentioned in this RFP

document. Bidder should submit a detailed design document of the proposed solution.

3. The solution should enable the Bank to issue Tags through Branches, Business Correspondents, Vehicle dealers, Third parties etc.

4. The solution should enable the Bank to issue Fastags to both retail and Corporate customers and the portal and mobile application should have the feasibility for both kind of users to track and manage their FASTAGs. Also the facility should be available for onboarding the non-customers/other bank customers.

5. Successful Bidder shall provide the Solution as a Hosted Application at the Bidder's premises, in India.

6. The Solution Application architecture should be scalable incommensurate with the increase in transactions and tags in the bank.

7. The NETC Issuing Host Solution is broadly aimed to provide end to end management of Fastags Issuing module management system for NETC under OPEX model inclusive but not limited to the following functions:-

    i.   Issuance portal of RFID Fastags
    ii.   Integration of Issuance portal with CBS
    iii. Customer Self Service portal
    iv.   Operations including dispute management
    v.   Help Desk Portal
    vi.   Account Management
    vii. **Fastag Mobile App**
    viii. Inventory Management
    ix.   System Administration
    x.   Finance Management and Reporting
    xi.   Reconciliation
    xii. Transaction Processing
    xiii. MIS for all levels
    xiv. Dispute Management
    xv.   24*7 Helpdesk
    xvi. Compliance with latest information security policies of regulatory authorities and bank.
    xvii. SMS & email alert facility for NETC Fastag transactions.
    xviii. End-to-End tag dispatch mechanism as per the requirement of the Bank
    xix. Bank reserves the right to engage one or more additional vendors/Direct selling Agents (DSA) for marketing and sale of RFID tags.
    xx.   Bidder to allot the dedicated resource/personnel for providing on-site support to the corporate clients at their location.

8. NETC Issuing System : Issuer system should also provide but not limited to following functionalities/ features:-

    a) Maintain inventory of Fastags
    b) Issuance of Fastags through point of sale locations.
    c) Maintain customer accounts
    d) Handle Fastag account recharges and any other channel as may be specified - by Bank
    e) Maintain Black list and white list of Fastags
    f) Send black list and white list to NPCI

g) Receive ETC transactions from NPCI and post to customer account
h) Reconcile the ETC transactions with NPCI
i) Issue Plaza Level Pass (discounts) to the Customers.
j) Receive disputes from Customers and send the disputes to NPCI
k) Receive Adjustment details for resolved disputed transactions from NPCI and give corresponding adjustment to the customer account.
l) Receive settlement details recommended by NPCI and physically settle to Acquirers. Send settled details to NPCI.
m) Maintain User self-service portal and Mobile App and Point of Sale system
n) Maintain BackOffice system which supports Customer service, Finance Management, Inventory Management and Help desk system.

9. The selected bidder is required to perform below mentioned activities:-

   i. Personalization of Fastags as per Bank's/Regulators branding guidelines.
   ii. Supply the Fastags as per the technical specifications prescribed/ approved by NPCI / IHMCL / NHAI.
   iii. Migration of existing tags on new platform without any disruptions in Fastag services.
   iv. Integration of Fastag portal with our CBS/Other channels for all financial transactions.
   v. The successful Bidder should be able to integrate the solution with Banks CBS so that the Tags (Retail/Corporate) can be linked to the customer's CASA account.

10. The proposed NETC Management solution should able integrate with various channels of the Bank such as CBS, Business Correspondents (BCs) Channel, Contact Center, internet Banking, UPl, Mobile Banking, Omni channel, API gateway, Merchant onboarding, ODR solution, Bank wallet, Bank's website, Video KYC solution (for KYC and Re-KYC requirements) and integration with any other channels as required by Bank or any other regulatory body like NPCI/RBI/NHAI/IHMCL/etc,without any additional cost.

11. The Successful Bidder shall be responsible for customization of solution as per RBI, NPCI, NHAI, IHMCL or any other regulations of other regulating bodies at their own cost, during the contract period.

12. The Successful Bidder shall be responsible for any licenses/utilities/certifications/etc. required to run the solution at their own cost. Successful bidder shall be responsible for software updates/licenses/patches/etc, as and when required from time to time. The Successful Bidder shall also be responsible for hardware specifications required for the software solution provided at their own cost.

13. The Successful Bidder should have a fully established Business Continuity Plan in place and should have provision and capability to operate from Disaster Recovery (DR) Site in case of need / exigency. The solution provided should have DR with equivalent software & hardware as provided in DC (Prime site). The solution should have a provision to transfer data daily to DR Site.

14. The Bidder should conduct regular DR Drills and as mandated by the regulatory authorizes or Bank. The DR site has to be kept updated with all software up gradations.

15. Whenever need arises, bidder should be able to switch the operations to DR, Site within bank's RTO (3 Hours)/ RPO (0) requirements

16. Data security and confidentiality: Successful Bidder to ensure no unwarranted, illegal, and

fraudulent misuse of data shared by the Bank and Bidder to categorically indemnify the Bank against any losses that the Bank may suffer on account of any such fraudulent and illegal act by the Company or its employees.

17. GST accounting: The accounting should enable the Bank to submit the relevant data/reports to the GST authority.

18. The bidder has to provide a portal to branches of the Bank to register disputes about all transactions. The Bank staff should be able to fetch the data and register the dispute.

19. Necessary reports as per the requirements should be made available for Bank regarding automated reconciliation and accounting.

20. The Successful Bidder is responsible for end to end migration of existing Fastags with proposed new solution without any service disruptions and no additional cost to bank.

21. Delivery of Fastags to the specified locations. (Stationery Depos, Offices, Customer Home Delivery or Business Units, as decided by Bank). For the requests raised by the customers through self-service mode like Mobile Banking, Ebanking , UPI, KIOSK, third party apps etc, the option should be made available to get the tag delivered at any address (editable/registered) or to choose any bank branch for collection of the tag. Further for non-customers there should be a provision of app also.

22. The requirement of number of Fastags may increase/decrease based on the demand from the branches or deployment of additional point of sales for Fastag issuance.

23. Bank will use the Fastag rates provided by the successful bidder in response of RFP to place order for any future/additional requirement of the Fastag for the period of 5 years from the date of agreement. The Bank will also have an option to renegotiate the rate with the bidder from time to time depending on the prevailing market rates.

24. If Bank feels that quality of the Fastag is degraded then Bank can ask for comparison with the sample of the Fastags supplied by the bidder to check any variance between the Fastag supplied and the specification approved. Bidder is required to bear the cost of such certification.

25. If NPCI changes the specification of Fastags during the contract period, the changes in the specifications have to be made by the Successful Bidder at no cost to the Bank with immediate effect.

26. Complete architecture, Data Flow Diagram, Use Case Diagram, etc., of the application, infrastructure should be made available to the Bank.

27. Bidder should ensure proper implementation of multi-factor authentications at all levels for access of application(s).

28. The solution should have an inventory management of RFID Fastags/top up facilities /customer service channels, including reconciliation and account management.

29. The solution should be channel agnostic, platform independent and horizontally scalable as per requirements of the bank.

30. The solution should be complied to all the regulatory (NPCI / IHMCL / NHAI /RBI/etc) circulars

including but not limited to below circulars.

i.   Guidelines for New Customer On-boarding and Re-KYV Process
ii. Processing of e-mandates for Recurring Transactions
iii. Auto-Replenishment of NETC FASTag and RuPay NCMC with UPI Autopay.
iv. Addendum to Circular 004 - Changes to the Rule for Declining Transactions from Tags under Exception
v.   Cooling Period Compliance for Vehicle under Exception
vi. Chargebacks - Transactions Presented Beyond 15-Minutes from Reader Read Time
vii. One Vehicle One FASTag and closure of Multiple tags linked to vehicles
viii. Issuance of New or Replacement FASTag to the PPBL Consumers
ix. Revision of timeline for VRN update for FASTag issued on chassis number
x.   Inclusion of UPI QR Code in the New Design of NETC FASTag
xi. Implementation of NETC FASTag Closure and Replacement Policy
xii. Implementation of Policies to Standardize Vehicle Number Update; Vehicle Identification and KYC for NETC FASTag Issuance
xiii. Revision of Deadline for Implementation of Tag Issuance Process for Issuer Bank / Entity and Addition of New Exception Codes in NETC Ecosystem
xiv. Tag Issuance Process for Issuer Bank / Entity and Addition of New Exception Codes in NETC Ecosystem
xv. Enhanced Participation by Issuer Bank / Entity in Net Promoter Score
xvi. NETC FASTag Brand Guidelines Compliance
xvii. Implementation of Net Debit Cap (NDC) for NETC Sub-members
xviii. VAHAN integration
xix. And all other circulars issued till date

31. Key Capabilities required for end to end NETC Issuing module management system which are furnished in the following parts –

i.   NETC Issuing System
ii. Authorization Host for Fastag Transactions
iii. Regular Operations including Reconciliation, Violation and Dispute Management
iv. Customer Services Helpdesk (Call Center)

32. Customer self-service portal - This portal should comprise (but not limited to) of following functions/features –

a) Tag recharge/top-up facility through debit/credit card, Internet-banking, UPI and any other channel which may be decided by Bank in due course of time. This means integration with Bank's various channels is required.
b) User should be able to check all Fastag related information.
c) User should be able to generate statement depending upon duration provided by him/her.
d) User should be able to view transaction history.
e) User should be able to view details of a particular transaction.
f) User should be able to block the Fastag.
g) User should be able to raise dispute for a transaction.

33. Point of Sale Management system - This should provide (but not limited to) following functionalities/features–

a) Portal for Point of Sales
b) Issuing Fastags by accepting cash/transfer

    c) Recharge Fastags by accepting cash/transfer
    d) Send black list/white list Fastags to NPCI
    e) Maintain inventory per "point of sale" basis.

34. Tag Inventory Management system - This should provide complete inventory management for RFID Fastags.

35. Customer Service Center application -Bidder is required to handle all customer complaints and resolve various issues within TAT.

36. Dispute resolution (including image review)

37. Integration with Bank's PG, Internet-banking system, UPI, BBPS etc. for making payment for Fastag recharge.

38. MIS reports for all levels.

39. Compliance/up-gradation as per the releases by NPCI, IHMCL/NHAI/etc.

40. Currently the NETC Solution is provided only by NPCI. If the same facility is to be integrated with other Payment Network(s) in future, Successful Bidder has to integrate the same with other Payment Network(s) with No additional cost to the bank and on the same rate.

41. Authorization Host for Fastag Transactions.
    a) As this RFP is for OPEX model, the selected bidder is required to provide complete host environment and infrastructure.24x7x365 Support for hosting, IT & System operations are included. All the licenses required to run the application shall be the responsibility of the bidder.
    b) The infrastructure should be scalable so that as per requirement transaction volumes can be handled.
    c) Facility of Disaster Recovery site should be available.

42. System Operations including Violation and Dispute Management
    a) Clearing & settlement of NETC transactions for NETC program
    b) Dispute Resolution.
    c) To facilitate Web & file based dispute processing
    d) Raising a dispute
    e) Accepting or rejecting dispute
    f) Tracking/follow-ups of disputes raised/received with concerned.
    g) Settlement of disputed transactions
    h) Escalations for disputed transactions.
    i) MIS reports.
    j) Timelines to Raise/Settlement of dispute will be as per guidelines of NPCI & with mutual consideration
    k) Disputes can be raised for Chargeback cases (From Issuer end).
    l) For Credit/Debit adjustment (From Acquirer end).

43. Customer Services and Helpdesk: The bidder shall provide a Customer web portal / Service application to the Bank Contact Centre team which shall enable the Bank agents to address Customer Queries which can come through email, website or telephone calls. The application should have all the necessary features requires to resolve customer complaints and queries.

44. As desired by the NPCI, the following documents have to be submitted of on-boarded Fastag vendor.

    a) Self-Declaration form submitted by ASP/TSP
    b) Duly signed - TnC
    c) Certificate of Incorporation
    d) GST Certificate
    e) Approach Paper (Date, name and designation of authorized signatory)
    f) Compliance Questionnaire along with Supporting documents - supporting documents like Board of director list, Shareholder pattern etc.
    g) Audited Financials (Balance sheet and P&L) of last 2 FYs
    h) PCI-DSS / PA-DSS Certification
    i) Information security management system (ISO 27001:2013)
    j) DL SAR by Cert-In empanelled auditor
    k) Cyber Security Insurance.

45. Successful Bidder shall pay to its employees/personnel, who are engaged for providing the Services to the Bank, all wages, salaries, allowances etc. in accordance with the terms of Contract of their employment / various Laws / Statutes / Acts applicable locally or otherwise and the Bank shall not be liable in this regard either to Successful Bidder or to its personnel in any manner whatsoever. Further, Successful Bidder shall also maintain all records in this regard as required by the relevant laws including, the Minimum Wages Act, the Payment of Wages Act and the Contract Labour (Regulation & Abolition) Act or any other State Level/Central Act/Law that 1s applicable and shall comply with all the statutory provisions as prescribed under relevant rules and statutes for the time being in force.

46. The bidder has to comply with the Technical Functional Requirement (**Annexure E1**). The bidder has also to comply with the Compliance Requirements and Hosting Assessment Checklist of the Bank, provided under **Annexure-M and Annexure N respectively.**

Location of Work

The successful bidder may complete the development of the solution remotely however if required successful bidder shall have 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 99.9% during the contract period which shall be calculated on Quarterly 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 Quarterly 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	99.9%
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 Quarterly basis as follows:

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

Total hours in a month

(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 99.9% on quarterly basis, Bank shall impose penalty as mentioned below on slab basis. 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 /Quarter

Above 99.90%	NA
99.80% to 99%	3% of the Service Cost/Quarter
98.99% to 97%	5% of the Service Cost/Quarter
97.99% to 95%	10% of the Service Cost/Quarter
Less than 95%	Penalty at an incremental rate of 1% (in addition to a base of 10%) of the service cost for every 0.5% lower than the stipulated uptime

Penalties shall also be applicable if the technical declines from the service provider are more than the threshold/ acceptable level of 2%.

Technical declines	Penalty/Quarter
2%	NA
2-3%	2% of the project Cost/Quarter
4-5%	3% of the project Cost/Quarter
5-8%	5% of the project Cost/Quarter
8-10%	10% of the project Cost/Quarter

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: SLA will be monitored on Quarterly basis.

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	3 days of Service Cost/Month for every 3 hrs. of delay in restoration	3 days of Service Cost/Month for every 1 day of delay in resolution
Severity-2	3 days of Service Cost/Month for every 6 hrs of delay in restoration	3 days of Service Cost/Month for every 2 days of delay in resolution
Severity-3	3 days of Service Cost/Month for every 12 hrs delay in restoration	3 days of Service 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 (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:

S.No.	Milestone	Timeline
1	Issuance of PO	Week 0
2	Signing of SLA & NDA	Within 2 Weeks from issuance of PO
3	Installation, configuration, implementation of complete NETC Solution at DC and DR and Migration 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 5 weeks from Issuance of PO
4	Go Live of Solution	Within 6 weeks from Issuance of PO

Tag Related Timelines

S.No.	Milestone	Timeline
1	Supply of Bulk Tags Issued by Bank	Within 5 day from date of Order
2	Delivery dispatch of tag(Online Applied Fastag)	5-7 days from the date of issuance of tag

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:

- d. Claiming Liquidated Damages
- e. Termination of the purchase agreement fully or partly and claim liquidated damages.
- f. 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 5 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.

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

Description	Project Milestone	Payment
One time development and project management fee for end to end NETC Issuing module management system, Migration of existing tags & Customization	UAT Signoff by Bank	30%
	Successful Go-Live of NETC Solution including all components at DC and DR as per all requirements mentioned in RFP	40%
	3 month after Successful Go-Live (Post Review Period)	30 %

Per Tag Procurement Cost	Successful Delivery of Tags	Quarterly in arrears on submission of invoices
%age Cost on the Total Interchange earning received per transaction (Vendors Revenue)	Satisfactory Delivery of Services	Quarterly in arrears on submission of invoices

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 **Implementation of Selection of Service Provider for End to end Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on**

OPEX modeland 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   Agreed and signed on behalf of

Company's Authorized Signatory   J&K Bank Limited

Name…………………………….   Name…………………………….
Designation…………………….   Designation…………………….

Witness (1):   Witness (1):

Name…………………………….   Name…………………………….

Designation……………………

Witness (2):

Name…………………………….
Designation……………………

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 End to end Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on OPEX model.

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **End to end Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on OPEX model** 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.4,00,000/- (Rupees Four Lac 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**. End to end Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on OPEX model** 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 **End to end Implementation and Management National Electronic Toll Collection (NETC) solution as Issuer on OPEX model.**

Sign and seal of Competent Authority
Name of Competent Authority
Dated

Annexure M: Compliance Requirements

1. The solution should be in accordance with the security norms of RBI/NPCI/TRAI from time to time. The Regulatory mandates by any regulator pertaining to the application or solution provided by the bidder has to be complied during the validity of contract period without any extra cost to the Bank.

2. The solution proposed has to be in strict compliance with extant Laws and Regulations like but not limited to IT Act 2000 read with IT Amendment Act 2008, Draft Master Directions of RBI Directions on Outsourcing, RBI Digital Payment Security Directions 2021,TRAI, RBI Cyber Security Framework Circular Dated 2nd June 2016, NPCI Circulars and Directions.

3. As the Bank is opting for Managed Services Model, the bidder must ensure strict compliance with the Technology & Security Standards Viz, ISO 27001 ISMS or Equivalent Standard, ITIL Framework, DevSecOps, ISO 27018 Code of Practice for Personally Identifiable Information and other Software Development Standards.

4. The bidder shall ensure that a strong Project Governance Framework is put in place for adequately addressing associated risks and measuring the success of the project at any given point of time. The same needs to be communicated as part of the RFP response along with the escalation matrix.

5. In case the bidder opts for providing the services via a Multi-tenancy environment, it must be protected against data integrity and confidentiality risks and against co-mingling of data. The architecture should enable smooth recovery and any failure of any one or combination of components across the managed services architecture should not result in data/ information security compromise.

6. The Bidder shall share the appropriate update and release cycles affecting the service features (Such as: Security, Continuity, legal and governance…etc.). The bidder must be flexible to align the same with the Banks Patch, Vulnerability and Change Management Processes.

7. The Bidder, as part of bid submission shall share the detailed information on how the Service Provider ensures and applies agile and rapid yet comprehensive risk management. This must include the Risk Control checking Methodology.

8. In case the Service Provider is proposing the solution on Virtualized mode, the Service Provider has to ensure that the controls are in place to guarantee that only authorized snapshots are taken, and that these snapshots level of classification and storage location and encryption is compatible in strength with the production virtualization environment. Besides, the Service Provider has to ensure that the complete logs of Virtualized environment that are provided to Bank are accessible to Bank.

9. The bidder shall provide the Bank with its Service Providers user list that will have access to the Bank's data; at any point throughout the duration of the agreement. Service Providers should also update the Bank with any change in the employee list.

10. The bidder shall ensure to submit the high-level/low level design document as part of the solution offering mentioning integration of the application with Banks Privileged Identity and Access Management Solution. The Bank shall be open to provide Identity Federated integration using SAML / OpenID /Open Auth, RADIUS etc.

11. The Admin & User Management Framework provided by the Service Provider must be in alignment with RBI's Authentication Framework for Customers, Privileged Accesses and other Internal Users.

12. The Service Provider must provide the Bank secure control for managing its identities (Including Identity Creation and Deletion / Modification & Termination).

13. The Service Provider shall ensure Authentication, Authorization, Accounting, Access control and logging (Format, retention and Access) meet the Bank's regulatory and legal requirements.

14. The Service Provider shall ensure that the logging is enabled for all activities including OS and, Application level for a period not less than 180 days online and then Backed up for the period of project. The Live logs as stipulated above shall as well be integrated with Bank's SIEM Solution.

15. The Service Provider shall have the information readily available on Location and time of access of the Service Provider Team.

16. The Service Provider shall ensure Micro-segmentation of Banks services. The Service Provider shall further shall ensure to put in place, in addition to the Infrastructure Security, the Application Layer Firewalls, conduct source code reviews prior to provisioning any application release, Adopt Secure web development best practices like OWASP secure development guidelines, Adopt OS and Applications security hardening best practices. Service Provider shall submit the source code audits reports mentioning closure of all identified vulnerabilities at yearly frequency to the Bank.

17. Service Provider shall ensure to conduct Periodic Vulnerability Assessment & Penetration testing of its Infrastructure and applications. The MPS shall ensure that these activities are done as part of Vulnerability Management and remediation program is defined, and it includes fixing the vulnerabilities based on priority. All vulnerabilities should be prioritized and must be fixed and patched within SLAs agreed upon by the Bank and the CSP in line with Banks Patch & Vulnerability Management procedure.

18. Service Provider shall ensure to follow a proper software development life cycle (SDLC) and that security is an integrated part in at least the following phases:
    a. Planning and requirements gathering
    b. Architecture and functional Design Phase Coding
    c. Testing
    d. Maintenance

19. The bidder shall ensure to adopt and is in compliance with Change Management and Incident Response Procedures as specified in (ITIL).

20. The Service Provider shall share its DR plan with Bank so as to ensure it matches the Bank's BCP requirements.

21. The Service Provider has the ability to retrieve and restore data following data loss incidents.

22. Service Provider to provide the Bank at least bi-annually with the DR testing reports. The reports should be comprehensive, covering from the exercise scope till the final outcome and recommendations.

23. Service Provider to ensure the DR solution is capable of maintaining the same levels of security measures and controls utilized in the normal operation mode.

24. Ensure that the DR solution is also owned and managed entirely by the Contracted Service Provider. Conducting DR Drills & DR compliances shall be the responsibility of Contracted Service Provider.

25. The Bidder shall ensure to meet the Maximum Time to Recover (MTTR) also known as RTO (Recovery Time Objective) of 3 Hours and Recovery Point Objective of Zero (0).

26. The Service Provider shall submit the data-segmentation and separation controls at each of the four main layers at the Service Provider: (1) Network, (2) physical, (3) system and (4) Application. The same must be kept updated and produced to the Bank as and when there are any changes or as sought by the Bank.

27. The bidder must be open for evaluation of each of the Data segmentation controls at each layer, as well as the number and type of controls at each layer every 6 months and after major system changes and upgrades.

28. The Service Provider shall ensure that data is encrypted at storage and in transit and in full compliance (at any given point in time) with Bank's Cryptographic Procedure, ISO 27001 and PCI-DSS Standard. The Databases must support the function of Encryption, Redaction/Masking and Comprehensive Audit Logging.

29. The Service Provider shall ensure that it is using a unique set of encryption key(s) for Bank. The unique encryption keys shall help protect data from being accessible in the event that it is inadvertently leaked from one Service Provider customer to another.

30. The Service Provider shall ensure to provide the "Exclusive" right to data ownership to the Bank throughout the duration of the agreement. The ownership includes all copies of data available with the Service Provider including backup media copies if any. The Service Provider is not permitted to use Bank's data for advertising or any other non-authorized secondary purpose.

31. The Service Provider shall contractually ensure that they inform the Bank "immediately" on any confirmed breach without any undue delay. The Service Provider shall ensure that Bank is notified within 4 hours of any "Suspected" breach from the time of breach discovery.

32. An "Exit Management Plan" must be put in place to define the rules of disengagement. Service Provider should provide the detailed description of the exit clause including agreed process, TAT for exit, data completeness and portability, secure purge of Bank's information, smooth transition of services, complete plan of how data shall be moved out from the hosted infrastructure with minimal impact on continuity of the Bank's operations.

33. It shall be responsibility of the service provider to ensure smooth transition of all the data of the Banks data including audit trails, logs, to Bank specified location/storage on the conclusion of services. It would be obligatory for the Service Provider not to delete any data without the written permission from the Bank.

34. Service Provider shall ensure to comply with the data and media destruction and sanitization controls as stipulated in Media Disposal and Sanitization Policies of Bank. The Service Provider shall further preserve documents as required by law and take suitable steps to ensure that Banks interests are protected, even post termination of the services. This would include ensuring full integrity data transition from service provider to alternate service provider or on premise setups.

35. The bidder shall ensure that the services are duly audited and certified by Cert-In Empaneled Audit Companies. The bidders are required to comply with requisite audit requirements as is specified under the security standards followed under the Information Technology Act and as stipulated by the Regulators from time to time.

36. Bank shall ensure that the Service Provider shall neither impede/ interfere with the ability of the Bank to effectively oversee and manage its activities nor impede the supervising authority in carrying out the supervisory functions and objectives.

37. The Service Provider shall ensure that the arrangement shall comply with all the policies of the Bank including, but not limit to, Information Security Policy, BCP, IT Outsourcing Policy, Incident Management Policy, etc. The service provider has to comply with all the laws/ regulations issued by RBI from time to time.

38. The Service Provider shall grant unrestricted and effective access to data related to the outsourced activities.

39. The relevant business premises of the Service Provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorized under law.

40. In case the technology/software platform/ hardware / infrastructure offered under the solution on hosted model reaches end of life / support during the contract period, the

bidder has to ensure that the systems are either replaced or upgraded at their/bidders own cost without any disruption in the ongoing business transactions of the Bank.

41. Bidder shall not propose any solution/components which is near to end of life or end of support during the tenure of the contract.

42. The company shall comply to the Master Directions of RBI on IT outsourcing and bank's policy on IT Outsourcing with specifically on following points:

    i. The service provide shall ensure that the Bank has an effective access to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity of the Bank, available with the service provider;

    ii. The service provider shall facilitate regular monitoring and assessment of the service provider by the Bank for continuous management of the risks holistically, so that any necessary corrective measure can be taken immediately;

    iii. The service provider shall inform the Bank about the material adverse events (e.g., data breaches, denial of service, service unavailability, etc.) and the incidents required to be reported to Bank to enable Bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines;

    iv. The service provider shall ensure that the services being offered are in compliance with the provisions of Information Technology Act, 2000, other applicable legal requirements and standards to protect the customer data;

    v. The service provider shall ensure that storage of data (as applicable) is only in India as per extant regulatory requirements;

    vi. The service provider shall provide bank with details of data (related to Bank and its customers) captured, processed and stored;

    vii. The service provider shall not share any types of data/ information that the service provider (vendor) is not permitted to share with Bank's customer and / or any other party;

    viii. The Service provider shall have in place effective contingency plan(s) to ensure business continuity and testing requirements, in line with the Banks BCP;

    ix. Bank shall have right to seek information from the service provider about the third parties (in the supply chain) engaged by the former;

    x. The service provider shall be contractually liable for the performance and risk management practices of its sub-contractors;

    xi. It shall be obligation of the service provider to comply with directions issued by the RBI in relation to the activities outsourced to the service provider, through specific contractual terms and conditions specified by the Bank;

    xii. It shall be obligation of the service provider to co-operate with the relevant authorities in case of insolvency/ resolution of the Bank;

    xiii. There shall be a provision to consider skilled resources of service provider who provide core services as "essential personnel" so that a limited number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations);

xiv. *The service provider should have a suitable back-to-back arrangements with the concerned OEM, if applicable*

Annexure N: Hosting Assessment Checklist

	Control Domain	CID	SP Assessment Questions	Requirement	Answer (Yes/No)	Reference
		CO.01	*Do you allow customers to view your third party audit reports?	Mandatory		
		CO.02	*Do you conduct network penetration tests of your service infrastructure regularly? If yes please elaborate on your test and remediation process	Mandatory		
		CO.03	*Do you conduct regular application penetration tests of your infrastructure according to the industry best practices? If yes please elaborate on your test and remediation process.	Mandatory		
		CO.04	*Do you conduct internal audits regularly according to the industry best practices? If yes please elaborate on your test and remediation process.	Mandatory		
		CO.05	*Do you conduct external audits regularly according to the industry best practices? If yes please elaborate on your test and remediation process.	Mandatory		
		CO.06	Are the results of the network penetration tests available to customers at their request?			
		CO.07	*Are the results of internal and external audits available to customers at their request?	Mandatory		
	Third Party Audits	CO.08	Do you permit customers to perform independent vulnerability assessments?			
	Contact / Authority	CO.9	Do you maintain updated liaisons and points of contact			

	Maintena nce		with local authorities? If yes then how frequently you validate the contacts?			
	Informati on System Regulator y Mapping	CO.10	*Do you have the ability to logically segment or encrypt customer data such that data may be produced for a single customer only, without inadvertently accessing another customer's data?	Mandatory		
		CO.11	*Do you have capability to logically segment, isolate and recover data for a specific customer in the case of a failure or data loss?	Mandatory		
	Intellectu al Property	CO.12	*Do you have policies and procedures in place describing what controls you have in place to protect customer's data marked as intellectual property?	Mandatory		
		CO.13	If utilization of customers services housed is mined for provider benefit, are the customers' defined IP rights preserved?			
		CO.14	If utilization of customers services housed is mined for provider benefit, do you provide customers the ability to opt- out?			
INFORMATION GOVERNANCE	Ownershi p	IG.01	*Do you follow or support a structured data-labelling standard (ex. ISO 15489, Oasis XML Catalogue Specification, CSA data type guidance)? If yes please specify	Mandatory		
	Classifica tion	IG.02	Do you provide a capability to identify virtual machines via policy tags/metadata?			

		IG.03	Do you provide a capability to identify hardware via policy tags/metadata/hardware tags?			
		IG.04	Do you have a capability to use system geographic location as an authentication factor?			
		IG.05	*Can you provide the physical location/geography of storage of a customer's data upon request?	Mandatory		
		IG.06	*Do you allow customers to define acceptable geographical locations for data routing or resource instantiation?	Mandatory		
	Handling / Labelling / Security Policy	IG.07	Do you consider all customer data to be "highly sensitive "and provide the same protection and controls across the board or you apply the controls according to the data specific classification or label?			
		IG.08	*Are mechanisms for label inheritance implemented for objects that act as aggregate containers for data?	Mandatory		
INFORMATION GOVERNANCE	Retention Policy	IG.09	*Do you have technical control capabilities to enforce customer data retention policies?	Mandatory		
		IG.10	*Do you have a documented procedure for responding to requests for customer data from governments or third parties?	Mandatory		
	Secure Disposal	IG.11	*Do you support secure deletion (ex. degaussing / cryptographic wiping) of archived data as determined by the customer?	Mandatory		

		IG.12	*Can you provide a published procedure for exiting the service arrangement, including assurance to sanitize all computing resources of customer data once a customer has exited your environment or has vacated a resource?	Mandatory		
	Nonproduction Data	IG.13	*Do you have procedures in place to ensure production data shall not be replicated or used in your test environments?	Mandatory		
	Information Leakage	IG.14	*Do you have controls in place to prevent data leakage or intentional/accidental compromise between customers in a multi-customer environment?	Mandatory		
		IG.15	Do you have a Data Loss Prevention (DLP) or extrusion prevention solution in place for all systems which interface with your service offering?			
PHYSICAL ACCESS	Policy	PA.01	*Can you provide evidence that policies and procedures have been established for maintaining a safe and secure working environment in offices, rooms, facilities and secure areas?	Mandatory		
	User Access	PA.02	*Pursuant to local laws, regulations, ethics and contractual constraints are all employment candidates, contractors and third parties subject to background checks?	Mandatory		
	Controlled Access Points	PA.03	*Are physical security perimeters (fences, walls, barriers, guards, gates, electronic surveillance,	Mandatory		

			physical authentication mechanisms, reception desks and security patrols) implemented?			
	Secure Area Authorization	PA.04	*Do you allow customers to specify which of your geographic locations their data is allowed to traverse into/out of (to address legal jurisdictional considerations based on where data is stored vs. accessed)?	Mandatory		
	Unauthorized Persons Entry	PA.05	*Are ingress and egress points such as service areas and other points where unauthorized personnel may enter the premises monitored, controlled and isolated from data storage and process?	Mandatory		
	Offsite Authorization	PA.06	Do you provide customers with documentation that describes scenarios where data may be moved from one physical location to another? (ex. Offsite backups, business continuity failovers, replication)			
	Offsite equipment	PA.07	Do you provide customers with documentation describing your policies and procedures governing asset management and repurposing of equipment?			
	Asset Management	PA.08	*Do you maintain a complete inventory of all of your critical assets?	Mandatory		
HR	Employment Agreements	HR.01	*Do you specifically train your employees regarding their role vs. the customer's role in providing information security controls?	Mandatory		

		HR.02	Do you document employee acknowledgment of training they have completed?			
	Employment Termination	HR.03	*Are Roles and responsibilities for following performing employment termination or change in employment procedures assigned, documented and communicated?	Mandatory		
INFORMATION SECURITY	Management Program	IS.01	*Do you provide customers with documentationdescribing your Information Security Management System (ISMS)?	Mandatory		
	Management Support / Involvement	IS.02	*Are policies in place to ensure executive and line management take formal action to support information security through clear documented direction, commitment, explicit assignment and verification of assignment execution?	Mandatory		
	Policy	IS.03	Do your information security and privacy policies align with particular standards (ISO-27001, NIA, CoBIT, etc.)?			
		IS.04	Do you have agreements which ensure your providers adhere to your information security and privacy policies?			
		IS.05	*Can you provide evidence of due diligence mapping of your controls, architecture and processes to regulations and/or standards?	Mandatory		
	Baseline Requirements	IS.06	*Do you have documented information security baselines for every component of your infrastructure (ex. Hypervisors,	Mandatory		

			operating systems, routers, DNS servers, etc.)?			
		IS.07	Do you have a capability to continuously monitor and report the compliance of your infrastructure against your information security baselines?			
		IS.08	*Do you allow your clients to provide their own trusted virtual machine image to ensure conformance to their own internal standards?	Mandatory		
	Policy Reviews	IS.09	Do you notify your customers when you make material changes to your information security and/or privacy policies?			
INFORMATION SECURITY		IS.10	*Is a formal disciplinary or sanction policy established for employees who have violated security policies and procedures?	Mandatory		
		IS.11	*Are employees made aware of what action might be taken in the event of a violation and stated as such in the policies and procedures?	Mandatory		
	User Access Policy	IS.12	*Do you have controls in place ensuring timely removal of access rights and permissions which is no longer required?	Mandatory		
		IS.13	*Do you provide metrics which track the speed with which you are able to remove access rights following a request from us?	Mandatory		
	User Access Restriction /	IS.14	*Do you document how you grant and approve access to customer data?	Mandatory		

	Authorizatio n					
		IS.15	Do you have a method of aligning provider and customer data classification methodologies for access control purposes?			
	User Access Revocati on	IS.16	*Is timely de-provisioning, revocation or modification of user access to the organizations systems, information assets and data implemented upon any change in status of employees, contractors, customers, business partners or third parties?	Mandatory		
	User Access Reviews	IS.17	*Do you require at least annual certification of entitlements for all system users and administrators (exclusive of users maintained by your customers)?	Mandatory		
		IS.18	*If users are found to have inappropriate entitlements, are all remediation and certification actions recorded?	Mandatory		
		IS.19	Will you share user entitlement remediation and certification reports with your customers, if inappropriate access may have been allowed to customer data?			
	Training / Awarenes s	IS.20	*Do you provide or make available a formal security awareness training program access and data management issues (i.e., multi-tenancy, nationality, delivery model segregation of duties implications, and conflicts of	Mandatory		

			interest) for all persons with access to customer data?			
		IS.21	*Are administrators properly educated on their legal responsibilities with regard to security and data integrity?	Mandatory		
	Industry Knowledg e / Benchma rking	IS.22	Do you participate in industry groups and professional associations related to information security?			
		IS.23	*Do you benchmark your security controls against industry standards?	Mandatory		
	Roles / Responsi bilities	IS.24	Do you provide customers with a role definition document clarifying your administrative responsibilities vs. those of the customer?			
	Managem ent Oversight	IS.25	Are Managers responsible for maintaining awareness of and complying with security policies, procedures and standards that are relevant to their area of responsibility?			
INFORMATION SECURITY	Segregati on of Duties	IS.26	Do you provide customers with documentation on how you maintain segregation of duties within your service offering?			
	User Responsi bility	IS.27	*Is your staff made aware of their responsibilities for maintaining awareness and compliance with our published security policies, procedures, standards and applicable regulatory requirements?	Mandatory		
		IS.28	Are users made aware of their responsibilities for maintaining			

			a safe and secure working environment?		
		IS.29	Are users made aware of their responsibilities for leaving unattended equipment in a secure manner?		
	Workspace	IS.30	*Do your data management policies and procedures address customer and service level security requirements?	Mandatory	
		IS.31	Do your data management policies and procedures include a tamper audit or software integrity function for unauthorized access to customer data?		
		IS.32	*Does the virtual machine management infrastructure include a tamper audit or software integrity function to detect changes to the build/configuration of the virtual machine?	Mandatory	
	Encryption	IS.33	*Do you have a capability to allow creation of unique encryption keys per customer?	Mandatory	
		IS.34	Do you support customer generated encryption keys or permit customers to encrypt data to an identity without access to a public key certificate. (e.g. Identity based encryption)?		
	Encryption Key Management	IS.35	*Do you encrypt customer data at rest (on disk/storage) within your environment?	Mandatory	
		IS.36	*Do you leverage encryption to protect data and virtual machine images during	Mandatory	

			transport across and between networks and hypervisor instances?			
		IS.37	Do you have a capability to manage encryption keys on behalf of customers?			
		IS.38	Do you maintain key management procedures?			
	Vulnerability/Patch Management	IS.39	*Do you conduct network-layer vulnerability scans regularly?	Mandatory		
		IS.40	*Do you conduct application-layer vulnerability scans regularly?	Mandatory		
		IS.41	*Do you conduct local operating system-layer vulnerability scans regularly?	Mandatory		
		IS.42	*Do you have a capability to rapidly patch vulnerabilities across all of your computing devices, applications, and systems?	Mandatory		
INFORMATION SECURITY		IS.43	Will you provide your risk- based systems patching timeframes to your customers upon request?			
	Antivirus / Malicious Software	IS.44	Do you deploy multi anti-malware engines in your infrastructure?			
		IS.45	Do you ensure that security threat detection systems which use signatures, lists, or behavioural patterns are updated across all infrastructure components within industry accepted timeframes?			

	Incident Management	IS.46	*Do you have a documented security incident response plan?	Mandatory		
		IS.47	Do you integrate customized customer requirements into your security incident response plans?			
		IS.48	Do you have a CERT function (Computer Emergency Response Team)?			
		IS.49	Do you publish a roles and responsibilities document specifying what you vs. your customers are responsible for during security incidents?			
	Incident Reporting	IS.50	Does your security information and event management (SIEM) system merge data sources (app logs, firewall logs, IDS logs, physical access logs, etc.) for granular analysis and alerting?			
		IS.51	Does your logging and monitoring framework allow isolation of an incident to specific customers?			
	Incident Response Legal Preparation	IS.52	*Does your incident response plan comply with industry standards for legally admissible chain-of-custody management processes & controls?	Mandatory		
		IS.53	*Does your incident response capability include the use of legally admissible forensic data collection and analysis techniques?	Mandatory		
		IS.54	*Are you capable of supporting litigation holds (freeze of data from a specific point in time) for a specific	Mandatory		

			customer without freezing other customer data?			
		IS.55	Do you enforce and attest to customer data separation when producing data in response to legal subpoenas?			
	Incident Response Metrics	IS.56	Do you monitor and quantify the types, volumes, and impacts on all information security incidents?			
		IS.57	Will you share statistical information security incident data with your customers upon request?			
	Acceptable Use	IS.58	Do you provide documentation regarding how you may utilize or access customer data and/or metadata?			
		IS.59	Do you collect or create metadata about customer data usage through the use of inspection technologies (search engines, etc.)?			
		IS.60	Do you allow customers to opt-out of having their data/metadata accessed via inspection technologies?			
INFORMATION SECURITY	Asset Returns	IS.61	*Are systems in place to monitor for privacy breaches and notify customers expeditiously if a privacy event may have impacted their data?	Mandatory		
		IS.62	*Is your Privacy Policy aligned with industry standards and Indian Law	Mandatory		

	e-Commerce Transactions	IS.63	Do you provide standard encryption methodologies (3DES, AES, etc.) to customers in order for them to protect their data if it is required to traverse public networks? (ex. the Internet)			
		IS.64	*Do you utilize standard encryption methodologies any time your infrastructure components need to communicate to each other over public networks (ex. Internet-based replication of data from one environment to another)?	Mandatory		
	Audit Tools Access	IS.65	Do you restrict, log, and monitor access to your information security management systems? (Ex. Hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)			
	Diagnostic / Configuration Ports Access	IS.66	*Do you ensure hardening of admin workstations and Role Based Access Control to enforce the 'least privilege' principle	Mandatory		
	Network / Infrastructure Services	IS.67	Do you collect capacity and utilization data for all relevant components of your service offering?			
		IS.68	Do you provide customers with capacity planning and utilization reports?			
	Portable / Mobile Devices	IS.69	*Do you allow mobile devises in your facility for administration purposes (e.g., tablets,)?	Mandatory		

	Source Code Access Restriction	IS.70	*Are controls in place to prevent unauthorized access to your application, program or object source code, and assure it is restricted to authorized personnel only?	Mandatory		
		IS.71	*Are controls in place to prevent unauthorized access to customer application, program or object source code, and assure it is restricted to authorized personnel only?	Mandatory		
	ESV Programs Access	IS.72	*Are utilities that can significantly manage virtualized partitions (ex. shutdown, clone, etc.) appropriately restricted and monitored?	Mandatory		
		IS.73	Do you have a capability to detect attacks which target the virtual infrastructure directly (ex. shimming, Blue Pill, Hyper jumping, etc.)?			
		IS.74	*Are attacks which target the virtual infrastructure prevented with technical controls?	Mandatory		
LEGAL	Non-disclosure Agreements	LG.01	*Are requirements for non-disclosure or confidentiality agreements reflecting the organization's needs for the protection of data and operational details identified, documented and reviewed at planned intervals?	Mandatory		
	Third Party Agreements	LG.02	*Can you provide a list of current 3rd party organization that will have access to the customer's (My) data?	Mandatory		
OPERATIONS MANAG	Policy	OM.01	Are policies and procedures established and made available for all personnel to adequately			

			support services operations roles?			
Documentation	OM.02		Are Information system documentation (e.g., administrator and user guides, architecture diagrams, etc.) made available to authorized personnel to ensure Configuring, installing, and operating the information system?			
Capacity / Resource Resource Planning	OM.03		Do you provide documentation regarding what levels of system (network, storage, memory, I/O, etc.) oversubscription you maintain and under what circumstances/scenarios?			
	OM.04		*Do you restrict use of the memory oversubscription capabilities present in the hypervisor?	Mandatory		
Equipment Maintenance	OM.05		If using virtual infrastructure, does your solution include hardware independent restore and recovery capabilities including offsite storage of backups?			
	OM.06		*If using virtual infrastructure, do you provide customers with a capability to restore a Virtual Machine to a previous state in time?	Mandatory		
	OM.07		*If using virtual infrastructure, do you allow virtual machine images to be downloaded and ported to a new provider?	Mandatory		
	OM.08		*If using virtual infrastructure, are machine images made available to the customer in a way that would allow the	Mandatory		

			customer to replicate those images in their own off-site storage location?			
		OM.09	Do you share reports on your backup/recovery exercise results?			
		OM.10	Does your solution include software / provider independent restore and recovery capabilities?			
RISK MANAGEMENT	Program	RM.01	Is your organization insured by a 3rd party for losses?			
		RM.02	*Do your organization's service level agreements provide customer remuneration for losses they may incur due to outages or losses experienced within your infrastructure?	Mandatory		
	Assessme nts	RM.03	*Are formal risk assessments aligned with the enterprise-wide framework and performed at least annually, or at planned intervals, determining the likelihood and impact of all identified risks, using qualitative and quantitative methods?	Mandatory		
		RM.04	Is the likelihood and impact associated with inherent and residual risk determined independently, considering all risk categories (e.g., audit results, threat and vulnerability analysis, and regulatory compliance)?			
	Mitigatio n / Acceptan ce	RM.05	*Are risks mitigated to acceptable levels based on company-established criteria in accordance with reasonable resolution time frames?	Mandatory		

		RM.06	*Is remediation conducted at acceptable levels based on company-established criteria in accordance with reasonable time frames?	Mandatory		
	Business / Policy Change Impacts	RM.07	*Do risk assessment results include updates to security policies, procedures, standards and controls to ensure they remain relevant and effective?	Mandatory		
	Third Party Access	RM.08	Do you monitor service continuity with upstream internet providers in the event of provider failure?			
		RM.09	Do you have more than one provider for each service you depend on?			
		RM.10	Do you provide access to operational redundancy and continuity summaries which include the services on which you depend?			
		RM.11	Do you provide the customer the ability to declare a disaster?			
		RM.12	Do you provide a customer triggered failover option?			
		RM.13	*Do you share your business continuity and redundancy plans with your customers?	Mandatory		
SW DEPLOYMENT	New Development / Acquisition	SD.01	*Are policies and procedures established for management authorization for development or acquisition of new applications, systems, databases, infrastructure, services, operations, and facilities?	Mandatory		

	Productio n Changes	SD.02	*Do you provide customers with documentation which describes your production change management procedures and their roles/rights/responsibilities within it?	Mandatory		
	Quality Testing	SD.03	Do you provide your customers with documentation which describes your quality assurance process?			
	Outsourc ed Develop ment	SD.04	*Do you have controls in place to ensure that standards of quality are being met for all software development?	Mandatory		
		SD.05	*Do you have controls in place to detect source code security defects for any outsourced software development activities?	Mandatory		
	Unauthor ize d Software Installati ons	SD.06	*Do you have controls in place to restrict and monitor the installation of unauthorized software onto your systems?	Mandatory		
DISASTER RECOVERY	Impact Analysis	DR.01	Do you provide customers with on-going visibility and reporting into your operational Service Level Agreement (SLA) performance?			
		DR.02	Do you provide customers with on-going visibility and reporting into your SLA performance?			
	Business Continuit y Planning	DR.03	Are you BS25999 or ISO 22301 certified?			

		DR.04	Do you provide customers with geographically resilient hosting options?			
	Business Continuit y Testing	DR.05	*Are business continuity plans subject to test at planned intervals or upon significant organizational or environmental changes to ensure continuing effectiveness?	Mandatory		
	Environm ental Risks		*Is physical protection against damage from natural causes and disasters as well as deliberate attacks anticipated, designed and countermeasures applied?	Mandatory		
	Equipme nt Power Failures	DR.07	*Are Security mechanisms and redundancies implemented to protect equipment from utility service outages (e.g., power failures, network disruptions, etc.)?	Mandatory		☐
	Power / Telecom municati ons	DR.08	Do you provide customers with documentation showing the transport route of their data between your systems?			
		DR.09	Can customers define how their data is transported and through which legal jurisdiction?			
ARCHITECTURE	Customer Access Requirem en ts	AR.01	Are all identified security, contractual and regulatory requirements for customer access contractually addressed and remediated prior to granting customers access to data, assets and information systems?			
		AR.02	Do you use open standards to delegate authentication capabilities to your customers?			
		AR.03	*Do you support identity federation standards (SAML,	Mandatory		

			SPML, WS-Federation, etc.) as a means of authenticating/authorizing users?		
		AR.04	Do you have a Policy Enforcement Point capability (ex. XACML) to enforce regional legal and policy constraints on user access?		
		AR.05	Do you have an identity management system in place which enables both role-based and context-based entitlement to data (enables classification of data for a customer) if requested?		
		AR.06	*Do you provide customers with strong (multifactor) authentication options (digital certs, tokens, biometric, etc...) for user access?	Mandatory	
		AR.07	Do you allow customers to use third party identity assurance services?		
		AR.08	Do you utilize an automated source-code analysis tool to detect code security defects prior to production?		
		AR.09	*Do you verify that all of your software suppliers adhere to industry standards for Systems/Software Development Lifecycle (SDLC) security?	Mandatory	
	Data Integrity	AR.10	*Are data input and output integrity routines (i.e., reconciliation and edit checks) implemented for application interfaces and databases to prevent manual or systematic	Mandatory	

			processing errors or corruption of data?			
	Productio n / Nonprodu cti on Environm en ts	AR.11	*Do you provide customers with separate environments for production and test processes?	Mandatory		
		AR.12	Do you provide customers with guidance on how to create suitable production and test environments?			
	Remote User Multifact or Authentic ati on	AR.13	*Is multi-factor authentication required for all remote user access?	Mandatory		
ARCHITECTURE	Network Security	AR.14	Do you provide customers with guidance on how to create a layered security architecture equivalence using your virtualized solution?			
	Wireless Security	AR.15	*Are policies and procedures established and mechanisms implemented to protect network environment perimeter and configured to restrict unauthorized traffic?	Mandatory		
		AR.16	*Are policies and procedures established and mechanisms implemented to ensure proper security settings enabled with strong encryption for authentication and transmission, replacing vendor default settings? (e.g., encryption keys, passwords, SNMP community strings, etc.)	Mandatory		

		AR.17	*Are policies and procedures established and mechanisms implemented to protect network environments and detect the presence of unauthorized (rogue) network devices for a timely disconnect from the network?	Mandatory		
	Shared Networks	AR.18	*Is access to systems with shared network infrastructure restricted to authorized personnel in accordance with security policies, procedures and standards. Networks shared with external entities shall have a documented plan detailing the compensating controls used to separate network traffic between organizations?	Mandatory		
	Clock Synchroniza tion	AR.19	*Do you utilize a synchronized time-service protocol (ex. NTP) to ensure all systems have a common time reference?	Mandatory		
	Equipme nt Identifica tion	AR.20	Is automated equipment identification used as a method of connection authentication to validate connection authentication integrity based on known equipment location?			
	Audit Logging / Intrusion Detection	AR.21	*Are file integrity (host) and network intrusion detection (IDS) tools implemented to help facilitate timely detection, investigation by root cause analysis and response to incidents?	Mandatory		
		AR.22	*Is Physical and logical user access to audit logs restricted to authorized personnel?	Mandatory		

		AR.23	*Can you provide evidence that due diligence mapping of currently applicable regulations and standards to your controls/architecture/processes has been done?	Mandatory		
	Mobile Code	AR.24	*Is mobile code tested (in terms of security) before its installation and use and the code configuration checked to ensure that the authorized mobile code operates according to a clearly defined security policy?	Mandatory		
		AR.25	*Is all unauthorized mobile code prevented from executing?	Mandatory		