Request for Proposal (RFP) for Supply, Implementation And
Maintenance of Integrated AML/FRM Solution

Ref No. JKB/CHQ/ISD/AML-ARM SOLUTION/2025-1438
Dated: 21-06-2025

Issued By
J&K Bank
IT Assurance Department

J&K Bank, Ground Floor, Air India Building

Residency Road, Srinagar, J&K – **190001**

Phone: **7006414835**| IP: **3542**

SCHEDULE OF RFP

S.No	Description	Details
1	RFP Reference No.	JKB/CHQ/ISD/AML-ARM SOLUTION/2025-1438 Dated: 21-06-2025
2	Date of Issue of RFP	21-06-2025
3	RFP Description	Supply, Implementation and Maintenance of Integrated AML/FRM Solution
4	Issuer of the RFP-Department	Technology & Development Department
5	Bank's Communication Details	J&K Bank Technology & Development, 5th Floor, Corporate Headquarters, MA Road, Srinagar Ms. Nazima Nazir Phone No :+91- 7006025603 email id – Nazima.nazir@jkbmail.com
6	RFP Application Fee (Non – Refundable)	Rs.2,500/-(Rupees Two Thousand Five Hundred Only) to be credited through NEFT/Transfer only vide below details: 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
7	Earnest Money Deposit (EMD)(Refundable)	Rs.70,00,000/- (Rupees Seventy Lac Only) to be credited through NEFT/Bank Transfer only as per details below: 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 UTR Number may be uploaded on E-tendering portal (Tender fee & EMD is exempted for all Start-ups as recognized by DPIIT/DIPP and Micro and Small Enterprises (MSEs).
8	**Performance Bank Guarantee**	5% of total contract Value
9	**Bid Document Availability including changes/amendments, if any to be issued**	**Tender documents and other details may be downloaded from** *https://jkbank.abcprocure.com* **from** **23-JUNE, 2025, 16.00 Hrs.** **to** **14-JULY, 2025, 17.00 Hrs.**
10	**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** **30-JUNE, 2025, 17.00 Hrs.**
11	**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** **08-JULY, 2025.**
12	**Last date and time for Bid submission**	**14-JULY, 2025. 17.00 Hrs.**
13	**Submission of online Bids**	**As prescribed in Bank's online tender portal https://jkbank.abcprocure.com**
14	**Date and time of opening of technical bid**	**To be notified separately**
15	**Corrigendum**	**All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com only**

16	For e-Tender related queries	M/s. **Help Desk:**			
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		1	Utkarsh Pal	6352632098	utkarsh@ept
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DISCLAIMER

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

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

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

The Bidder shall, by responding to the Bank with a bid/proposal, be deemed to have accepted the terms of this document in totality without any condition whatsoever and accepts the selection and evaluation process mentioned in this RFP document. The

Bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP. All costs and expenses incurred by interested bidders in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by J&K BANK, will be borne entirely and exclusively by the Bidder.

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

List of Abbreviations

DC	Data Centre
DR	Disaster Recovery
HA	High Availability
BG	Bank Guarantee
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
SP	Service Provider
EMD	Earnest Money Deposit
SLA	Service Level Agreement
NDA	Non-Disclosure Agreement
SI	System Integrator
PO	Purchase Order
RFP	Request For Proposal
AMC	Annual Maintenance Contract
CBS	Core Banking Solution
AI/ML	Artificial Intelligence/Machine Learning
TAT	Turn Around Time
BBPS	Bharat Bill Payment System
IVR	Interactive Voice Response
UPI	Unified Payment Solution
AEPS	Aadhaar Enabled Payment System
PoS	Point Of Sale
ATM	Automated Teller Machine
CDM	Cash Deposit Machine
AML	Anti-Money Laundering
FRM	Fraud Risk Management

PEP	Politically Exposed Person
STR	Suspicious Transaction Report
CTR	Cash Transaction Report
CBWT	Cross border Wire Transfer Report
NTR	Non-Profit Organization Report
CCR	Counterfeit Currency Report
IBA	Indian Banks Association
IMPS	Immediate Payment Systems
CRC	Customer Risk Rating
MLTF	Money Laundering and Terror Funding
PAN	Permanent Account Number
CASA	Current Account Savings Account
TD	Term Deposit
NEFT	National Electronic Fund Trasnfer
RTGS	Real Time Gross Settlements
GUI	Graphics User Interface
FIFO	First In First Out
XML	Extensible Markup Language
AD	Active Directory
AV	Anti-Virus
SIEM	Security Information and Event Manager
VAPT	Vulnerability Assessment and Penetration Testing
NCRP	National Cyber Reporting Platform

CONTENTS

A-INTRODUCTION

1. Brief About Bank:

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

2. Purpose of RFP

Bank intends to onboard a reputed vendor with proven experience in the field of providing end-to-end Integrated AML(Anti Money Laundering) and FRM (Fraud Risk Management) Solution 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.

The objective of this RFP is to have 360-degree view of customer and transaction risk by consolidating financial, behavioural, and compliance data. Thereby enhancing the ability to detect cross-domain threats, and a have holistic view of suspicious customer behaviour—across all product lines and services which can translate into more effective and efficient investigations that would otherwise be missed by disparate processes and tools. To have better collaboration between departments, eliminating redundant inquiries thereby reducing operational overhead and enhanced identification of risks. Deriving benefits of the convergence of the solutions into an integrated solution with both fraud /money laundering detections capabilities as well as catering to the other requirements of the Bank. The Bank aims measurable cost savings through automation and reduced penalties and increases the return on AI/ML investments by applying them across multiple risk domains.

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. Brief Scope of Work

Business Requirement:

- The solution should enable a 360-degree view of customer and transaction risk by consolidating financial, behavioural, and compliance data by integrating with Multiple Channels of the Bank(Digital/CBS, etc-Scope may be referred). Enhances the ability to detect cross-domain threats, such as money laundering linked to credit abuse.

- The solution should improve the precision of anomaly detection and reducing false positives by AI/ML models that benefit from enriched, cross-functional vast datasets. Enhanced detection of layered or coordinated fraud that may be missed in isolated systems. System should have ML algorithms continuously learn from investigators feedback to improve alert quality, reducing false positive alerts.

- Integration should supports comprehensive and transparent risk assessments required under various frameworks. Streamlining regulatory reporting through unified case management and audit trails.

- The system should facilitate reducing redundancy in data gathering and analysis and improve collaboration between risk and compliance teams via shared platforms and case manager/views. Enabling centralized case management thereby reducing investigation TAT and effort.

- Breaks down silos between compliance, risk, and operations teams & corresponding systems such as AML, EFRM. Enhances governance through integrated dashboards, access control, and model oversight.

- Focus on measurable cost savings through automation and reduced penalties. Increases the return on AI/ML investments by applying them across multiple risk domains.

- To have effective and efficient Fraud detection system over time as Self-learning algorithms adapt to new fraud patterns without requiring manual reprogramming.

- To have a solution that can be trained across various models products, geographies, and transaction types, making the fraud risk management system scalable and comprehensive.

- To have omnichannel fraud detection, including online, mobile, and in-branch transactions. Once illicit behaviour for a subject across the enterprise is detected, a more accurate view of fraud exposures and previously hidden customer relationships should be detected to have assessment of significant reputational risk.

- To reduce reliance on manual reviews and outdated systems, cutting operational costs while maintaining or improving effectiveness and streamlines alert prioritization by scoring transactions or events by risk.

- To have AI model that can generate synthetic fraud data or simulate "what-if" fraud scenarios to test the system's resilience and improve model robustness.

- Selected bidder to provide sizing for required hardware, middleware and software for app, web, DB layers and storage for both DC and DR sites. The sizing should be provided to handle the Banks requirement for the contract period of 5 years.

- The bidder has to comply with the Technical Specification at Annexure E1.

Infrastructure Sizing

The proposed solution shall be hosted on the Bank's on premise infrastructure at DC/DR. The Selected vendor must design the solution with high availability & secure infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices. Selected bidder shall provide sizing for required hardware, middleware and software for app, web, DB layers and storage for both DC and DR sites. The sizing should be provided to handle the transaction flows efficiently without any degradation in the services throughout the contract period of 5 years. Solution should have capability to migrate to any other platform as per the Bank's requirement.

For the purpose of Infrastructure sizing, Bidder shall submit a brief architecture document detailing the below solution environments, internal connections and their components (Bill of Materials), as part of technical bid. The Solution architecture should be built considering the information set out in this RFP, solution specific requirements and following solution environments:
1. UAT/SIT Environment
2. Production- Primary Data Centre Environment
3. Disaster Recovery Environment

The detailed per day transaction details are as mentioned under:

Channel	Per Day Transaction
CBS	1 Crore
UPI	60 Lac
MPay (Mobile Banking)	10 Lac
ATM Switch	6 lac
IMPS	2 Lac
Other Channels	20 Lacs

Transactions are expected to grow 30% year on year

5. Broad 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 needs to take into account the following high level features and detailed functional requirements as stated in Annexures while proposing for a solution.

The solution should be a comprehensive fool proof solution wherein the frauds are not only detected on real-time basis but also a next gen intelligent system based on AI/ML is built around the whole eco-system which can foresee any deviation & at the same time enable Bank with the flexible options of integrating with multiple source or destination systems like CBS, Digital Channels, Regulator (FIU/RBI/i4C, NCRP,NCPI etc) Agencies besides providing Anti-Money Laundering features & exhaustive reporting.

The key integration points for AML/EFRM should be as follows:
- CBS
- Mobile Banking(Including Mobile SWITCH & Mobile Devices)
- UPI(Including UPI SWITCH & Mobile Devices)
- Internet Banking
- Debit Card & Credit Card Switches
- IVR
- Chatbot/WhatsApp
- BBPS,Fast-tag,etc
- WAF
- Account Opening Systems
- Loan Originating System.
- Internet Payment Gateway.
- ADHAAR Enabled Systems(AEPS/BC,etc)
- POS/ATM/CDM Terminals/KIOSK Machines
- Reconciliation System.
- Any additional channel informed by the Bank

The broad scope of work for RFP for integrated Anti Money laundering (AML) and Fraud Risk management (FRM) solution is mentioned in this section. The scope of work shall include but not limited to:

5.1 Risk Categorization and Customer Profiling:

a) Solution should support have built-in web based risk scorecard modeller to risk rate customers as High, Medium, and Low based on the associated money laundering and fraud risk.

b) Solution should be flexible enough to allow inclusion of new risk attributes in a scorecard as and when required and support both account and customer level risk rating

c) System should allow to configure multiple risk scorecards for various customer segments and business units

d) Solution should incorporate multiple risk attributes including customer, product, channel, geographic attributes, behavioral profiles, transaction based attributes, watch list match attributes,etc.

e) Solution should allow to configure Scorecards in multiple ways including:
   - Check list based scorecard where if a customer/account matches a defined criteria (like say Match in a PEP list, High risk product, High risk branches etc.), he/she can be assigned a particular risk rating.
   - Weighted Scorecard where each attribute can be assigned a risk weight (on a scale say 1 to 100) and its valid values a risk score (on a scale say 1 to 1000)
   - Weighted Scorecard should allow to set even negative risk weights to reduce overall risk score if required (like say if the product is a low risk one like term deposit)
   - Solution should support both account and customer level risk rating

f) Solution should be able to generate a case for investigation for certain risk ratings like High risk (configurable)

g) Solution should allow end user/investigator to override a risk rating assigned to a customer

h) Solution should keep complete audit trails of any changes to scorecard configuration, overriding of risk rating etc.

i) Solution should provide complete evidence as to why a particular risk rating was assigned to a customer/account. Solution should support re-risk rating of customer/accounts basis defined frequency. Solution should support reverse RISK profile updating in CBS based on the transactions patterns followed by a customer.

j) Solution should store at least current and last 2 risk ratings assigned to a customer/account

k) Solution should support in built reports to analyze how the risk ratings have changed across the bank for a time duration across multiple parameters like customer type, product type, geography wise, branch wise etc.

5.2 The solution should provide robust fraud detection risk scoring capabilities using following approach:

a) Advanced rule/scenario based fraud detection
b) Dynamic Behaviour Profiling and anomaly detection
c) AI/Machine Learning based capabilities:
   - Identification and Reduction of False Positives.

   - Identification of transactional patterns and typologies, incl. Link analysis

   - Train models using Bank's existing historical transaction & alert data labelled as either suspicious or legitimate.

- Risk scoring of AML alerts based on history of alert resolutions and reporting, along with other parameters eg. Customer demographics, Account activity/ vintage, History of Alert generation/ STR/CTR/CBWTR/ NTR/CCR filing

- Predictive models to identify complex and evolving patterns of suspicious behavior.

- Estimation of optimum thresholds for alert scenarios based on history of True/ False positives and True/ False negatives.

- The solution should identify linkages among seemingly unrelated transactions and uncover unknown relationships through a network visualization interface.

- Grouping Alerts, Customers and Accounts with similar characteristics and transactional behaviours together

5.3 Suspicious Transaction Monitoring: Solution should focus on identifying and analysing financial transactions for potential signs of money laundering, terrorist financing and other illicit activities. The solution must employ advanced AI/ML based algorithms, rule based detection, and data analysis techniques to proactively detect suspicious patterns and anomalies within transactions.

a) Solution should collect transactional data from various sources within the Bank, including Core Banking Solution, Data warehouse, Delivery Channels, Treasury, Trading Platforms, Credit Card/ Prepaid Card database, ATM Switch, etc.

b) Solution should provide a standardized ETL platform as part of the system to handle Data movement from and to its AML system.

c) Solution should store transactional/alert/reports data securely in a centralized data repository.

d) Solution should have ability to cleanse and normalize data to remove inconsistencies and errors.

e) Solution should have the ability to transform data into a unified format for analysis, including standardizing date and time formats, currency codes, and other relevant data points.

f) Solution should allow automated/manual upload of internal/custom lists as and when required.

g) Solution should support built in pre-packaged AML alerts as recommended by Indian Banks Association (IBA), FIU etc. covering CASA accounts, loans, DD issuance, Remittances transactions and all Channel transactions.

h) The solution should support real time, near real time and batch transaction processing i.e. after the response has been provided

i) The solution should support configurable scenarios for multiple products and channels. Solution should be able to churn both financial and non-financial transactional data (like Customer profile change, account inquiries, account activation etc.) and detect AML pattern.

j) Solution should be able to monitor AML patterns for non-customer transactions also (like Non-bank beneficiary for outward remittances, walk-in customer transactions, Incoming/Outgoing IMPS,UPI,NEFT,RTGS,etc)

k) Solution should support a web based Scenario authoring tool to add/edit/configure/maintain deploy the scenario as and when required.

l) Solution should consist of a hybrid AML detection model consisting of pre-packaged scenarios and behaviour profiling with proven low false positives and high AML detection rate.

m) Solution should be able to dynamically increase or decrease the risk score of a suspicious AML pattern based on good and bad customer/account behaviour even after a case is generated to reduce false positives and increase fraud detection rate.

n) Solution should be able to learn from case feedback closure to reduce subsequent false positive rates.

o) Solution should be able to automatically update customer/account behaviour profiles based on the customer transactions.

p) Solution should be able to monitor AML patterns for various entity type including customer, account, branch and staff.

q) Solution should be able to incorporate Customer Risk Rating (CRR) in transaction monitoring and AML pattern detection.

r) Solution should allow to configure various threshold amounts, counts etc. basis the CRR risk rating to enable risk-based AML monitoring and detection.

s) Solution should be able to mark various entities like Customer, account, card no, staff into various watch list categories including Black list, White list, Close Monitoring.

t) Solution should allow to test a new scenario in UAT environment, tune it and then easily deploy in production environment after business users' acceptance.

u) Solution should have a threshold tuning capability and graphical representation of the effect of change in thresholds.

5.4 Customer Screening:

a) Solution must be able to identify and prevent financial transactions involving individuals, entities, or groups that are sanctioned by regulatory authorities or suspected of terrorist

activities, thereby safeguarding Bank and ensuring compliance with international regulations and mitigation of Money laundering and terrorist financing (MLTF) risk.

b) The solution shall be able to integrate with all third party open Watch list portals, watch list portals subscribed by the bank, official sanctions lists provided by global and local regulatory bodies, such as OFAC, UN, EU, and national authorities, as well as lists created by the bank itself.

c) Solution should support well defined APIs that can easily be integrated with third party account origination systems and other applications of Bank.

d) The solution should support watch list management for various black lists/white lists/banks internal list to detect suspected Money Laundering activities in bank accounts. Also Solution should have ability to upload the Bank's prescribed/ own lists to the solution from front end, in the standard formats like xls, xlsx, txt, csv, xml, json, etc.

e) Solution should provide web based tool to create as many watch list rules for customer and remittances screening using one or more screening attributes.

f) Solution should support advanced watch list filtering techniques for partial fuzzy and exact matches with proven accuracy and low false positive rates.

g) Solution should allow to define match type and weight for each of the screening attribute (like say Partial fuzzy match for name/address and a weight on a scale 1 to 10 for overall score contribution).

h) Solution should be able to screen on boarding customers against multiple parameters including Name, DOB, Country, Address, City, PAN etc. against sanctions, PEP and internal lists.

i) Solution should support all type of screening methodology like Stand-alone screening, Bulk Screening, Schedule screening, API screening, on demand, batch screening etc.

j) Solution should be able to automatically download third party lists and process them for screening. Solution should be able to screen existing customers against various sanctions, PEP and internal lists on a need basis and/or defined frequency (say every end of week/month).

k) Solution should be able to screen various remittances transactions including SWIFT messages, exchange house transactions, Western Union Money Transfers, MTSS transactions. Solution should be able to easily configure any new remittances message remittances that need to be screened in future.

l) Solution should be able to easily configure any new remittances tag/attribute that is not included earlier in screening.

m) Solution should be able to create a case for manual investigation for positive watch list matches.

n) Solution should allow creating a STR report for watch list matches post case investigation.

o) Solution should allow to define final cut off score for each positive record match.

p) Solution should allow to define Max record fetch for each positive record match (say fetch top 10 positive matches by score).

q) Solution should allow to export positive matched results to various document types for manual review.

r) System should have capability for screening entire bank customer database with all the available watchlists. Solution should support automated updating of sanctions/ watch lists as new names are added or existing entries are modified by regulatory authorities and incremental list screening capability (daily/weekly)
   - Incremental customer list vs negative List database –Daily/weekly etc.
   - Incremental negative list vs entire Bank customer Database –Daily/weekly etc.

s) Solution should support dedicated Screening UI that can be accessed by branch users for customer screening.

5.5   Integrated advanced Case Management and Investigation Tools

a) The Case Management functionality must enable efficient investigation, tracking, and resolution of suspicious activities detected through transaction monitoring or other AML/FRM processes through a universal case manager.

b) Solution should be able to create various groups and sub-groups and automatically route cases to appropriate users accordingly.

c) Solution should be able to create custom workflow for each business unit (like General Operations, Customer Watch List Filtering, and Remittances Screening etc.)

d) Solution should be able to auto generate STR report during incident/alert closure.

e) Solution should be able to generate case at Customer level and club all incidents/alerts for a customer across linked accounts under one case to have a 360 degree customer view. It should integrates the data from multiple platforms in use, establishing a holistic view of customer and the risk associated, By consolidating alerts and cases for multiple use cases including AML, KYC, fraud and negative screening, onto a single case management platform to enhances effectiveness and efficiency of investigations

f) Solution should be able to define custom case and incident routing logic basis wide range of parameters like risk score, channel, geography, product types etc.

g) Solution should support integration between Name Screening, Transaction Monitoring, Case Management, AI/ML and other modules of the solution for alert generation and reporting purposes.

h) Solution should provide various role based dashboards and reports for the users for quick view on the status of cases/incidents.

i) Solution should be able to create new custom dashboards and reports for case management users using drag and drop feature.

j) Solution should support auto-closure of cases/alerts as per the threshold/instructions defined by the Bank.

k) The auto-closure/closure facility should be Single as well as Bulk.

l) Solution should be able to prioritise the rules.

m) Solution should support dynamic sequencing of rules. Solution should support building complex rules also. The complex rule would depend on the old values fetched from previous rule during invocation.

5.6   System should have below features for case investigation:

- Ability to provide comment on cases.

- Ability to attach various types of forensic documents.

- Ability to escalate the case/incident to other users for verification/feedback

- Ability to send case/incident details via SMS/Email to other users

- Ability to export cases to various document types

- Provide complete transaction details (including financial and non-financial transactions) that cause an AML incident to trigger.

- Provide complete audit trail of all user actions performed on a case and incident

- Provide complete customer and account details for further drill down including:
  - Customer demographic profile
  - Transaction profile by channels
  - Behaviour Profiles built
  - Current and Past CRC Risk Ratings with complete evidence
  - Watch List Matches with complete evidence

- ADHOC search capability using wide range of parameters

- Ability to create favourite search filters with just a button click

- Ability to quickly add any custom field that the investigator wants for quick investigation including Customer/Account attribute, transaction attribute, branch attribute, resolution actions etc.

- Application should have capability to request for information or documents from the Branch by the Central Monitoring Team related to a case / alert / customer

- Application should be Lightweight & available to Branch users for uploading documents / information as requested by the Central Monitoring Team

- Application should support configuration of response in a Questionnaire form for ease of data entry at Branches

- Application should support audit logs for each of the communication between the Central Monitoring Team and the Branch users.

- Application supports uploading multiple forms of documents for submission.

- Integrated Investigation Workbench - Investigation module to drill down into individual customer and account details, transactional behaviour and regulatory reports filed against the customer should be available for the investigators

- Integrated Investigation Workbench - Ad-hoc customer and account search mechanism using wide range of parameters should be available for impromptu investigation

- Integrated Investigation Workbench - Complete details of intelligence facts including demographic profiles, CRC risk rating, Behaviour Profiles, Summary of cases and transactions for each customer and account should be available for the investigators

- Integrated Investigation Workbench - Should Dramatically increase investigator's productivity during case investigation with on-demand access to latest customer and account intelligence

- Integrated Investigation Workbench - Customer KYC, Demographic Profile, Product Subscribed all should be available at a single view level for the case investigator.

- Integrated Investigation Workbench - Role Level Oriented access should be available so that permission can be granted only to select Lead Investigators and not to all the investigators

- Integrated Investigation Workbench - Access to this information should not over-burden the Core Applications of the bank.

- Integrated Investigation Workbench - Capability to provide access to unified information across Anti-money Laundering Solution and Fraud Risk Management Solution.

5.7   Entity Link Analysis :

- Ability to graphically view transaction based linkage among seeming disparate but related accounts to detect funds structuring, money mule rings, layering and integration.

- Linking of transactions happening in same account or related accounts

- Ability to view complete transaction details at each node

5.8 Data Screening:

Solution should screen customer data across the bank against all the rules created on the system and provide alert if any anomaly detected.

5.9 Rule engine:

Solution should have UI based rule builder to facilitate bank to create/modify any number of rules and thresholds on their own using our UI based rule engine. Rule Simulator should be able to simulate rule on back data and test the result before deploying in production environment.

5.10 Rule-Based Detection:

Solution should have capability to detect rule-based data quality and alert.

5.11 Workflow Management:

- Solution should have structured investigation workflows with predefined steps and traceable statuses to manage the investigation process for flagged alerts. There should be provision in system to assign alert to branches Users for any inquiry/comments from their end.

- System should have a monitoring tool to check teams' performances, e.g. in how much time cases are being closed/viewed by an individual.

- System should have the provision to define roles and responsibilities for reviewing, escalating, and resolving alerts

- System should provide access based on the hierarchy ensuring that the cases are viewed by the user according to their level type and ensure collaboration among different teams involved in the investigation process.

5.12 Regulatory and Summary/MIS Reporting:

a) Reports as required by top management of Bank, Government bodies and regulators such as RBI, SEBI, FIU, i4C, NCRP etc. must be supported by the solution as per the

- Desired frequency daily, weekly, and monthly
- Requirements set by the regulators and the Bank's top management
- Implementation of new reports, guidelines and practices in place, through both automated as well as manual mode.

b) A wide range of reports with configurable columns/parameters must be available. Few of such reports are highlighted below:
- Completed alert/case report
- Pending alert/case report
- Unattended alert/case report
- Turn Around Time (TAT) reports
- Alert history report etc.
- Reports to senior management
- Capability to export reports to XLS, word, pdf format

c) The solution should allow end user to configure custom dashboard and reports based on transaction parameters, cases, customer/account/ transactions/Risk score etc. attributes for the management and other ADHOC purposes.

d) System should be capable of generating of regulatory reports as per prescribed reporting formats (FINNET 2.0) and any future revisions. These include
- Suspicious Transaction Report (STR)
- Cash Transaction Report (CTR)
- Cross border Wire Transfer Report (CBWT)
- Non-Profit Organization Report (NTR)
- Counterfeit Currency Report (CCR)
- And any other report as pursued by regulator.

e) System should have capability to facilitate Straight through Process (STP) for reporting of STR, CTR, CBWTR, NTR, CCR, etc. to FIU-IND through the solution.

f) System should have provision to create Manual STR reports for walk-in customers/attempted transactions.

g) System should also support:
- Auto population of data for daily reports and editing reports
- Manual data override to cope up with data issues
- Case level STR functionality
- Validation of regulatory reports before submission of reports.
- Auto splitting and numbering of reports
- MIS functionality to extract details of reports uploaded
- customisation with new reporting guidelines if any

h) System should maintain an audit trail that captures all activities related to alert generation, investigation, and resolution.

i) System should have separate module accessible by Branches and Other offices for reporting Counterfeit Currency with relevant information

j) System should have capability of interfacing with wide range of core and allied systems in order to generate alerts, regulatory reports, manage workflow and MIS reports for
  1. Core banking System
  2. Remittance System
  3. Card System
  4. Account Origination System etc

5.13 Other Key Features:
  1. Filing of STR for positive concluded matches
  2. Creation of an exception list basis earlier due diligence.
  3. Use of advanced Fuzzy logic
  4. Screening against specific regulatory list
  5. Ad-hoc list updating and deactivation
  6. Work flow facility in name screening
  7. Actions taken on a particular case should be feedback and used as intelligence for subsequent false positive reduction
  8. Case Manager for processing STRs in line with transaction monitoring module

5.14 The solution should blacklist various entities such as customer IDs, accounts, registered mobile number etc. based on transactions being performed from a specific IP, geolocation, region, country etc. The system should have capability to detect:
  1. Anomalies in IP and location, anomalies in device / browser being used.
  2. Advanced IP geo-intelligence capabilities to deduce IP Country, IP City, Proxy IP, ISP etc. from the transaction IP address.
  3. Transactions that are inconsistent with the individual's normal spending habits
  4. The individual has multiple bank accounts originating from same device, same IP, same location
  5. The individual frequently changes their account information or adds new accounts.

5.15 Real-Time Processing:

a) Solution should support both **real time and near real time transaction monitoring.**

b) Solution should support out of the Box integration with Finacle Core banking system and other channels like mobile banking, ebanking, swift, IVR, debit and credit card processing system etc. on real-time basis.

c) Solution should support cross-channel fraud detection and prevention in real-time

d) System should have ability to import data from other systems both in online and batch modes

e) Support wide range of interface protocols (tcp/ip, web service, http/https etc.) and message formats (ISO 8583, JSON, XML, fixed width format)

f) Solution should be able to respond within a guaranteed low millisecond response time.

5.16 Real-Time Enterprise Wide Fraud Management Capability:

a) The solution should have real-time capability to monitor and prevent enterprise wide frauds across channels including core banking, debit card (ATM, POS, E-Commerce), internet banking, mobile banking, CBS system, Enterprise-wide Data Warehouse (EDW), Employee fraud, Cheque Fraud, Credit card, Wallet etc. as per requirement of the bank and regulator for Fraud risk management.

b) Solution should be able to communicate with Account opening Applications for anomaly detection.

c) Solution should support a web based tool to configure various business policies so as to approve/decline/challenge/hold/block/freeze on basis of transactions parameters customer/accounts attributes channels etc. and various derived facts.

5.17 Real-time Fraud detection and scoring engine:

Solution should be able to integrate with following Real time systems for Fraud Prevention:

- Debit Card
- Internet Banking
- Mobile Banking
- UPI
- IVR
- Credit Card
- Account Opening Application
- Chat Bots & WhatsApp
- SWIFT
- IPG
- NEFT/RTGS
- BBPS,Fast-tag
- WAF
- Any additional channel provided by the Bank for integration

a) Solution should provide hybrid fraud detection and scoring engine based on configurable rules/scenarios, behaviour profiling and machine learning predictive risk scoring, Real-time & offline transaction patterns, place of origin, etc with proven low false positives and high fraud detection rate.

b) Solution should support an advanced rule/scenario engine to detect known fraudulent patterns.

c) Solution should allow end user to easily configure/deploy scenario with multiple parameters using a web based interface.

d) Solution should allow to include wide range of parameters including but not limited to transaction parameters, customer and account attributes, IP and device parameters to be

used in scenario building. Solution should incorporate **behavioural biometrics** alongside AI/ML capabilities

e) Solution should be able to dynamically increase or decrease the risk score of a fraudulent pattern based on good and bad customer/account behaviour even after a case is generated to reduce false positives and increase fraud detection rate.

f) Solution should support dynamic behaviour profiling and anomaly detection engine that continuously monitors customer/account behaviour and builds positives profiles in real-time.

g) Solution should support product/channel specific fraud scoring models.

h) The solution should be able to recognize/identify the transaction characteristics by channels/transaction type and enforce the respective policy of the bank on a real time basis and apply specific risk and fraud rules.

i) The solution should be able to correlate transactions across all the channels integrated in a real time basis and detect/prevent cross channel fraud.

j) Solution should be able to add/remove customer/account into various watch lists based on case feedback.

k) Solution should be able to detect common point of compromise and mark those entities into blacklist watch lists.

l) Solution should support various business policies to approve/decline/challenge/ hold/ block/freeze transactions based on the hybrid fraud risk score.

m) Solution should allow adjusting the risk score of scenarios from an Easy to use Portal.

n) Solution should support categorization of cases based on the risk score of detected fraud pattern.

o) Solution should pre-packaged fraud scenario library for debit cards across ATM, POS and E-Commerce channels etc.

p) Solution should provide complete evidence as to why a transaction was approve/decline/challenge/ hold/ block/freeze.

q) Solution should have inbuilt auditing and logging functionality. All events should be logged and be available to support investigation related to fraud incidents and other uses.

r) Solution should keep up with criminal trends and continue to innovate the technology and complement the solution without any cost.

s) Solution should auto mark and record customer/account into various watch lists based on case feedback.

5.18   Debit Card Fraud Prevention (ATM, POS, E-Commerce)

a) Solution should be able to monitor and prevent frauds for both card present and card not present transactions for ATM/Debit Cards across ATM, POS, E-Commerce channels in real-time.

b) Solution should be able to integrate with Debit Switch for monitoring various non-financial Debit card transactions.

c) Solution should provide hybrid fraud detection and scoring engine consisting of rules/scenarios, behaviour profiling and machine learning predictive risk scoring to better detect fraudulent card transactions and reduce false positives.

d) Solution should support out of the box behaviour profiles including but not limited to:
- Card holder profiles:
- Preferred ATM machines used
- Preferred Country
- Preferred City
- Preferred Transaction hour for ATM, POS, E-Commerce channels
- Preferred Currency for purchase
- Average Daily/Weekly/Monthly/Quarterly/Season based transaction amount by channel (for domestic and international transactions)
- Average Daily/Weekly/Monthly/Quarterly/Season based transaction frequency by channel (for domestic and international transactions)

e) Solution should provide configurable scenarios and custom predictive scoring models to detect and prevent traditional and emerging fraud attacks like velocity checks, data breach and mass card compromise, zone hopping, customer state change and unusual transactions, sudden surge deviating from usual card holder, cross channel frauds, overseas card compromise and watch lists monitoring.

5.19   Intelligence to be Derived from Core Banking for Alternate Delivery Channel Fraud Prevention:

a) The solution have the real-time integration capability with the core banking system so that the intelligence derived from core banking system is used for better fraud prevention of transactions in alternate delivery channels.

b) The solution should provide out of the box integration with Bank's Finacle CBS, without involving the vendor support. Solution should be easily integratable with newer versions of Core Banking.

c) The solution should have capability to provide the following scenarios based on the above mentioned feature:

1. The solution should automatically increase the risk score for the debit card / online banking user if the account corresponding to the user has received series of non-base branch cash deposits.

2. The solution should automatically increase the risk score for debit card / online banking user if the user is salaried account holder and there is a sudden surge of credit and

debit transactions (across all channels including NEFT, RTGS and Foreign remittances) on the user's corresponding account.

3. The solution should automatically increase the risk score for debit card / online banking user whose account status changed from dormant to active through other channels (branch/ call center).

4. The solution should automatically increase the risk score for debit card user if there has been account status change from dormant to active followed by a mobile number change through other channels (online banking / mobile banking) in the recent past.

5. The solution should derive average/max funds transfer amounts for the users for specified time periods (monthly, Quarterly etc)

6. The solution should automatically increase the risk score for debit card / online banking user where the accounts would have received multiple inward remittances in a short period of time in the recent past.

5.20 Core Banking Real-time Transaction Monitoring and Prevention
   a) The solution integration should not impact the performance of the CBS.

   b) The solution should be live in at least one banks with CBS integration.

   c) The solution should be able to correlate core banking transactions with other direct channel transaction for cross-channel fraud and compliance management in real-time.

   d) The solution should be able to monitor user/branch/region level exceptions in real-time and provide real-time alerts whenever defined threshold breach happens.

   e) Solution should provide an alert for non-base Branch Credit/Debits in case of suspicion.

   f) The solution should provide pre-packaged scenarios to detect various external and internal frauds and non-compliance issues including suspicious inquiries, account take over, nepotism, surveillance avoidance, exceptions, misuse of authority, sudden surge in transactions, unusual behaviour, lottery frauds.

   g) The solution should be able to detect suspicious fraud & non-compliance patterns at both individual user/employee level and overall branch level.

   h) The solution should have the capability to identify suspicious transactions attempted on dormant and near-dormant accounts based on the real-time transaction monitoring.

   i) The solution should have the capability to identify suspicious employee activities (balance enquiries, exceptions, TODs, charge waivers etc.) based on the real-time transaction monitoring.

   j) The solution should have the capability to perform specific transaction monitoring and fraud detection/non-compliance scenarios for new accounts (say accounts of vintage less than 6 months).

k) The solution should have the capability to detect sudden surge of transactions in either customer accounts or employee accounts based on the real-time transaction monitoring.

l) The solution should have the capability to monitor office accounts and identify suspicious debit/credits in office accounts based on the real-time transaction monitoring.

m) The solution should have the flexibility to define/configure new fraud scenarios using a web based Portal without the need for any code changes. This Portal should enable building of new real-time fraud scenarios based on the core banking transaction and master data attributes.

5.21 Web based Tool to Create and Author Rules

a) The solution should have an built-in GUI based to Create/Author scenarios and should support the following capabilities but not limited to:

- The solution should be able to define a pattern / scenario for transaction analysis coming from source systems.

- Scenario Definition is controlled through a Maker-Checker process.

- Scenario can be deployed for both silently monitoring the transaction and Intervening in the transaction (Decision Mode).

- Define a pattern / scenario using Transactional Data Details, Entity Master Details and any other type of Master Lists imported in the system

- Risk Based Approach to identify the risks associated with the transaction / series of transactions. Risk Score scale is from 1 - 1000.

- Concept of Base Risk Score of a pattern and push-up, push-down factors to increase / decrease the risk score

- Default Configuration for feedback from CMS as a False Positive can suppress a specific scenario for an entity for a pre-defined duration of time.

- To reset the tracker pertaining to a particular event upon closure of the relevant alert.

- Capability to use the various Entity and their Entity Tags in a scenario in a configurable manner.

- Out of Box Mathematical Functions are included like min, max, avg, etc.

- Out of Box Logical Functions are included like equal to, not equal to, greater than, lower than etc.

- Out of Box String Functions included like matches, contains, equal to etc.

- Dashboard to provide different summarized Display of Online/Offline/Suspect/Successful transactions with Graphical representation of various Patterns.

- Exhaustive reporting for FIU/RBI/i4C/NCRP/Screen List/NPCI,etc.

- The solution should support the creation of following Scenarios/Cases from the Front End of the Application based on transactions from different Channels such as Core Banking System, Internet Banking, IVR, Mobile Banking, UPI, Credit Cards, SWIFT, Debit Cards, Chatbot etc. Solution should allow creation of unlimited rules without any additional cost to the Bank.

b) Sample Rule as under:

i   Core Banking System Scenarios:

Alert is to be generated for all the credit transactions where the corresponding debit is from Customer or Staff Account.
Cumulative cash deposits / withdrawals range of Amount. X Lac to less than Amount. X' Lac in a day (> T instances in a month)
An alert to be generated for all TD accounts where the TD liquidation (CASA) account and the TD Account does not belong to the same customer- (Different CUSTOMER ID).
Alert gets generated when cumulative debit transactions (only via ATM cash withdrawal and branch cash withdrawal) for amount > X1 is observed in a account for specific customer type within time duration Y1 where nomination registration is "n" & no grouping code is updated.
Alert gets generated when any single cash payment/debit from a designated Account No Y is >= X.

ii   Internet Banking Scenarios:

Alert gets generated when a net Banking user logs successfully into the net Banking application for the 1st time from a new/idle device (machine Id).
Alerts to be generated when a beneficiary is being registered to a CUSTOMER ID (Net Banking Activation is >= X1 months and Net Banking Activation Flag = Y) and there is no beneficiary activation for this CUSTOMER ID in the last X2 months
Alerts to be generated when more than (B) Beneficiaries activated through net Banking on same day and fund transfers within (H) hours to the newly activated beneficiaries exceeding (X) amount per transaction by the same net Banking User.
Alerts to be generated when the no. Of Fund Transfers (Third Party Transfer, RTGS/NEFT) from same CUSTOMER ID to more than P Payees detected within H hours.
Alerts to be generated when Multiple (M) successful / unsuccessful login attempts from the same device / IP within H hours for more than Y distinct CUSTOMER IDs

iii   Mobile Banking Scenarios:

Alerts to be generated when Multiple (M) successful / unsuccessful login (distinct CUSTOMER ID logins) attempts from the same "app id" within H hours for distinct CUSTOMER IDs
Same CUSTOMER ID logins from M multiple mobile devices (app id) within H hours
User (CUSTOMER ID) Mobile Banking login from one of the designated risky countries
Alerts generated when a single beneficiary receiving > F funds transfers from distinct User CUSTOMER IDs within D days where individual transaction amount being less than amount A

for constitution type as Individual, Proprietorship & Partnership – (Only for Intra-Banking MB Transactions)

Alerts generated when a single inter-bank beneficiary receiving > F funds transfers with total amount exceeding X1 from distinct intra-bank User CUSTOMER ID within D time duration (NEFT/RTGS/IMPS)

iv Debit Card Scenarios:

Alert, if total value of ATM/POS/E-commerce transactions on a card happening between Y1 and Y2 hours exceeds X1% of total transaction amount done in the last Z hours and also exceeds amount Y3 per channel type.

Alert, if more than X1 ATM withdrawal/ X2 POS/ X3 ECom transactions within last Y duration are done on a given card.

Alert gets generated when there is consecutive card usage for up to X% daily limit for ATM/POS/Ecom for N days.

Alert gets generated when the total amount of transaction in a period through ATM or POS shows a X% increase from the average transaction amount observed in respective time duration

Alert is generated when a debit card transaction (ATM/POS/Ecom) is observed in high risk country or high risk MCC or high risk ATM (Non-Intra-bank ATMs – using ATM ID + Acquirer ID) or high risk POS machines (Inter-bank POS – using Terminal ID + Acquirer ID)

5.22 Watch List Management

1. Ability to support white list, black list for various entities

2. Ability to manually upload bulk watch list files using standard formats like csv files or automatically through API/Portal.

3. Ability to manually mark an entity into one of the watch lists

4. Ability to mark an entity into a watch list type as part of case investigation

5.23 Integrated Case Management System & Investigation Tools: The solution should have an inbuilt case management and investigation tool with the following capabilities for manual investigation:

1. Customer, Account, User/Staff Relationship Summary, Master Data pertaining to each and Transactional Details on Account, Case/Incident Summary in a single interface.

2. Customer parameters like Customer Name, Constitution, Gender, Aadhaar, PAN, Address, Phone, Date of Birth, Date of Incorporation, Email ID, Customer Segment, Nature of Business, Annual Income, etc. are available for the investigators to look at as part of the investigation.

3. Account parameters like Account Name, Account ID, Scheme Type, account Currency, Scheme Code, Account open date, Account Status etc. are available for the investigators to look at as part of the investigation.

4. Staff parameters like Staff ID, Designation, Department, Staff Name, Staff Joining Date, Email ID, Required ID, HolidayStartDate and HolidayEndDate are available for the investigators to look at as part of the investigation.

5. Transactional Link Analysis - Core Banking System Funds Transfer Data based Account Linkages to be shown via a UI.

6. Transactional Link Analysis - Ability to drill down multiple levels of data to ensure that appropriate investigations are undertaken.

7. Case & Alert Concept for Entity and corresponding alerts mapping

8. Default Workflow - Case creation, Case Resolution and Case Closure

9. Default Workflow - Alert creation, Alert Resolution and Closure

10. Capability to mark alerts as a Resolution Type (Fraudulent, Non-Fraudulent and sub-classifications etc.)

11. Default Case Assignment Logic from Product - Single User, Round Robin and Load Balanced.

12. Evidence field stores the synopsis of transaction that created the alert.

13. Case Management System - Search - Capability to search cases generated in the system through an extensive search with pre-defined fields based on Case fields

14. Search - Capability to download search results in excel format for offline analysis.

15. Search - Capability to Bulk-process incidents/alerts in a search output like Change the State, Reassignment, add comments, value modification etc.

16. Search - Capability to save favourite searches as Filters, which with 1-click can show the result

17. Search - Capability to share favourite searches with other people in the team

18. Email Integration - Capability to configure sending emails for all changes done in the system to the team assigned to those alerts

19. Capability to assign Issues / Alerts to a specific person in the team

20. Capability to attach specific documents to an alert

21. Capability to suppress specific alert for specific entities based on the Manual feedback from the investigators

22. Capability to mark specific comments on the cases under investigation

23. The solution should send notification to customer informing him about "TRANSACTION DECLINE" through integrated automated outbound calling (auto dialer/SMS/IVR/Email/whatsapp) and then close an alert.

24. In the event of a transaction which has timed out and a decline response is generated by the proposed EFRM solution, it should send a notification via automated outbound calling (auto dialer)/SMS/IVRS/Email/Whatsapp etc. The system should capture the customer response & communicate to the respective channel for Blocking.

25. The solution should provide facility for Blocking of a specific Channel in FRM based on the Customer response via IVR/SMS/email/Whatsapp, etc.

26. Solution should support eFRAUD network integration.

5.24   Reporting, Dashboard Report: Alert Count Status Wise

1. Report: Alert Count Scenario Wise

2. Report: Summary of Alert Count for Scenarios with Score Range

3. Report: Alert user-wise Report

4. Report: Resolution Break-up for Each User

5.25   Artificial Intelligence and Machine Learning:

The AI/ML module within the Solution should leverage advanced AI techniques such as Predictive Analytics, Adaptive Learning, Auto closures of alert, Reduce False Positive, Customer Profiling etc. to enhance the detection, investigation and prevention of money laundering and terrorist financing and Frauds.

5.26   User Management:

The solution should have provision for Multi Factor Authentication (MFA) user login either through OTP or Biometric Authentication in addition to user id and password. The solution should be capable of integrating with bank's existing and future authentication process and Active Directory (AD) for application user login and authentication.

5.27   AI/ML Based Mule solution

a) The solution should ensure generation of ML based mule score for each account under the scope
b) The solution should allow inclusion and exclusion conditions for account selection for processing
c) The solution should address multiple Mule transaction pattern such as -
   - Multiple Inbound Transactions
   - Suspicious Inbound Transactions

- Large Inbound Transfers from Unknown Sources
- Circular Transactions
- Frequent Small Inbound & Outbound Transfers

d) The solution should support ML model training using advanced ML algorithms.

e) The solution should possess AI/ML model with capability to work on bank's data including historical transactions and identified mule accounts & patterns of Fraud.

f) The solution should be capable of using different models for different segments of accounts.

g) The solution should maintain high prediction accuracy through regular re-tuning

h) The solution should have the capability to include additional attributes (such as internal risk scores) suggested by the bank in the model.

5.28 Others:

1. The solution should integrate with core banking, internet banking, mobile banking system, Finacle (for handling API calls originating outside bank's environment) , IVR, debit and credit card processing system, CDCI/ Connect 24 system and any other channel used by Bank.

2. The solution should be able highly scalable and able to meet growth for the next 5 years.

3. The solution should support leading databases including Oracle, MS SQL, PostgreSQL,etc.

4. The solution should be able to run with performance benchmark of over 10000 plus TPS.

5. The solution should provide load balancing and almost instant fail over capacities

6. The solution should support real time interfacing with NCRP as per requirement of the bank for NCRP cybercrime fraud complaints processing.

7. The solution should support real time interfacing with bank's source systems like CBS system, UPI, IMPS, Credit card, CBDC etc. as per requirement of the bank for NCRP cybercrime fraud complaints processing.

8. The solution should support completely automated end-to-end processing of NCRP cybercrime fraud complaints without any manual intervention as desired by bank.

9. The solution should support automated end-to-end process of handling cybercrime-related disputed transactions for Remitter banks for all Layer 0 complaints.

10. The solution should support automated end-to-end process of handling cybercrime-related disputed transactions for Beneficiary banks from layer 1 till Layer N.

11. The solution should have capability for API Integration with NCRP for automated data transfer

12. The solution should have capability to integrate with Core banking via secure API/ISO Messaging.

13. The solution should have capability to integrate with UPI, Credit card, IMPS etc. and other processing systems that come-up in future via secure API/DB Link, etc.

14. The solution should have capability to include the capability to have configurable parameterised actions for Debit Freeze- Rules definition and configuration based on complaint data

15. The solution should include the capability to apply instant freeze (Individual/Bulk) based on number of complaints for an account(s) or based on Bank's advisory.

16. The solution should have the capability to process old NCRP cybercrime Fraud complaints through manually uploading the files using standard formats like csv, xls files.

17. The solution should have the capability for data validation and cross-check the complaint data with bank transaction history

18. The solution should have the capability to capture Beneficiary Information and process in an completely automated manner

19. The solution should have the capability to send Response to NCRP with verified beneficiary information in an completely automated manner

20. The solution should have the capability to instantly apply Liens via CBS API(Bulk/Individual)

21. The solution should have the capability to instantly apply Freeze via CBS API or an ISO message.

22. Dashboard Charts should be part of the solution offering, covering charts on Total No.of complaints, Trends of no.of complaints- Layer 0/ Layer 1, Avg time taken, etc. or any other critical complaints related information as per Bank's Requirements

23. The bidder should ensure that the solution does not impact the performance of any of the bank's systems and databases including the Core Banking System (CBS)

24. The solution should be able to validate the transaction details sent by NCRP by retrieving them from CBS/Digital Channels, etc via API/ISO call and matching details.

25. The solution should be able to fetch the beneficiary details as well as the beneficiary bank details from the CBS system via API/ISO call

26. The solution should be able to Write request details, transaction details, beneficiary details, disputed amount and bank details as response to NCRP through an automatic mode.

27. The solution should have the capability to apply lien for the appropriate amount by calling CBS API/ISO Call.

28. The solution should be able to Write request details, lien details and send the response to NCRP after applying lien

29. The solution should be capable of writing Audit trails of every user action including Logins.

30. The Solution/bidder should be ISO 27001 Certified.

31. The Solution should be secure & Source Code of the Solution should be verified by the Cert-In empanelled Auditor.

32. The Solution should be in sync with the Bank's Information Security Policy.

33. Bidder to ensure all communications of the solution are secure, especially with the CBS API and database using HTTPS for API/ISO calls and web hook interactions

34. The Solution should be possessing a well secured Database(PI data should never be available in plain text either in database or in Portal)

35. Bank may require to enter into an escrow arrangement (tri-partite agreement) with the successful bidder for the source code of the solution offered under this RFP. Bidder has to agree to keep source code of proposed solution with approved / recognized escrow agency under escrow arrangements mutually acceptable to the bank and Bidder for entire project period. Cost of the escrow arrangement to be borne by Bank. Contract will be signed on mutually acceptable terms with bank and escrow agent

36. All the Vulnerabilities in the solution should be resolved before moving the Application to Production.

37. The solution should have the capability to send email/SMS notifications to respective branch with details of lien and complaint

38. The solution should have the capability to apply FIFO logic to identified fraud transactions, beneficiaries as well as disputed amounts and transaction types (NCRP specific)

39. The solution should be able to fetch account/transaction details from CBS via API call & ISO Call.

40. The solution should have capability to integrate with any of Bank's secondary source like Data warehouse, Analytics System, MIS System, Reconciliation, etc.

41. The solution should have Proper error handling mechanisms in place to manage and log errors occurring during request processing.The solution should have Retry strategies in place for transient errors

42. The solution should have account whitelisting capability to whitelist certain accounts from complaint processing/ lien application/ debit freeze

43. The solution should have maker/checker capability for making any change to the whitelisted/Blacklisted data.

44. The solution should support encryption as per i4C specifications/ industry standard encryption algorithms

45. The solution should have the ability to process each incident in a complaint under 2 seconds

46. Solution should be able to Log important events, errors, and request/response data for debugging and auditing purposes

47. Solution should be able to horizontally scale to handle increasing volume of complaints

48. The solution should be efficient & have 99.9% uptime

49. The solution should be available 24x7, excluding maintenance windows

50. The solution should leverage secure coding practices.

51. The solution should use 256 SSL encryption with CA signed https certificate for internet communication

52. The solution should also provide an Internet facing Interface for being accessed from Internet.

53. The solution should support Messaging Formats such as ISO 8583, XML, etc.

54. The solution should support and conforms to highest security compliance standards

55. Supports for Bank security standards

56. Data should be encrypted upon submission for processing

57. The solution should support batch, near real time and real time processing with the objective of :
   - Mule Fraud Prevention,
   - Fraud Detection,
   - Anti-Fraud Strategy,
   - Periodic Assessment of fraud risk,
   - Fraud alerts,
   - Internal Fraud Risk Management,
   - Forensic Support (solution should provide complete forensic evidence as to why a transaction was declined/hold/allowed/challenged.)
   - Swift/SFMS fraud detection/prevention.

58. The solution should be able to read input data from multiple table/sources through API/ISO messaging/DB Links, Web hooks, etc

59. The solution should be capable of writing the output to a DB table, csv file or to an application through API

60. The Solution should be able to produce the Output in a presentable form to the End users in a summarized & comprehensive way with drill down features providing the minutest details of the Case.

61. Proposed solution should have the capability to enable the bank to develop its own models

62. Solution should support import of existing rules.

63. Solution should support API integration with RECON for auto raising of Chargeback in case of Fraud reporting.

64. Proposed integrated solution should provide provision of unlimited rules creation without any additional cost. Besides should allow import of existing rules & data migration from the old systems.

65. Any other Network/Channel/Application/System being used at present or to be used in future as per bank's requirement or due to any regulatory requirement will be included under scope of the project at bank's discretion without any additional cost to the bank. Bidder has to customize the same or introduce / modify the existing process / file formats as per bank's requirement or due to any regulatory requirement without any additional cost to the bank.

66. The solution architecture should be scalable with the increase in transactions and products added by the Bank so as to assure the uptime of 99.9%.

67. Application performance degrade should get notified to the concerned teams through SMS/email.

68. The bidder will be responsible for any licenses / utilities / certifications /tools required to implement & operate the solution at their own costs.

69. The solution should be deployed by the successful bidder in UAT, pre-prod, Production (DC & DR) environments.

70. Bidders should be responsible for syncing the DR environment with the DC environment whenever a change is introduced at DC.

71. The successful bidder has to conduct DR as per the Bank's Directions or as directed by the regulator.

72. All the penalties imposed by regulator (NPCI/RBI/VISA/MasterCard etc.) related to operational issues of the solution/delayed response etc. shall be borne by bidder only.

73. Bank will be conducting VAPT (Vulnerability Assessment and Penetration Testing) and /or IS Audit of the solution on regular interval. Bidder needs to close the observations related to application, Operating System (OS), Database etc. without any additional cost to the Bank.

74. The bidder shall conduct one Time Performance Testing of the Application by a reputed Third Party Testing partner on the Production Setup before Go-Live without any additional cost to the Bank. The final **Performance Testing Report** should in line with the Projected Transaction Volumes, Time Taken for Daily Reconciliation & Settlement and a comprehensive third party vetted Performance Test Report should be shared with the bank as part of Go-Live prerequisite.

75. Application should be integrated with SMS Gateway and E Mail system of the Bank for sending SMS/Email.

76. Solution should maintain full backup of the data and also facilitate back tracking of data in full.

77. Solution shall also provide admin module for use at banks end along with training to the identified bank resources with respect to functionality of the solution.

78. The solution should be scalable to handle the increase in the year on year volume of transaction of the Bank.

79. The solution shall be integrated directly with the Bank's Centralized Data warehouse/CBS to access Transaction data for Batch process and generating alerts on real time and interval basis as per the Banks and regulatory discretion. The integration with Data warehouse/CBS and all such channels (Mobile Banking, Internet Banking, UPI, AEPS, NEFT, RTGS, IMPS, BBPS, Debit Card, Credit Card, Pre-Paid Cards, ATM Switch, Loss, e-kyc etc.) should be secure & automatic without any manual intervention.

80. The solution should allow to configure various business policies like approve/decline/challenge/hold/block/freeze on transactions/accounts/channels based on the fraud risk score.

81. The solution should incorporate the functionalities or recommendations proposed by Departments/Divisions of the bank, regulators etc.

82. The solution should comply with various existing and future RBI/FIU/NCRP/i4C, Information Security, etc guidelines related to Electronic payments.

83. Proposed application should be integrated with various monitoring systems such as, SIEM, AD, Bank's Antivirus, etc as mandated in RBI Cyber Security framework and future statutory requirements.

84. The solution must have capability to integrate with Bank's SOC Solution for seamless Threat Intel and IOC sharing across platforms and for cross vector actions.

85. All audit and security related applications (SOC utilities (such as AD, AV, SIEM, etc. of Bank should be integrated with the proposed system

86. The solution should comply with bank's Information Security Policy, KYC/AML policy and regulatory guidelines e.g. RBI Guidelines/IT Act etc. (as specified by RBI, NPCI etc.).Information Security Policy, KYC/AML etc. policies will be provided to selected bidder.

87. Audit Logs & Data Controls: Audit trail for user actions and system should ensure Data integrity, Alert integrity and Report sanity.

88. Solution should facilitate IVR integration to handle unusual transaction types. Transactions should be placed on hold if deemed suspicious.

89. The solution should provide a rule creation mechanism for all data elements transmitted across various channels.

90. Alerts should be also include demographic insights, transaction patterns of senior citizens, literate individuals, and illiterate individuals.

91. Solution should keep a repository of risky third-party applications should be maintained.

92. In compliance with RBI guidelines, rule management (creation, modification, and updates) must be conducted by two separate users (Maker/Checker).

93. Should support list management which should support both static and dynamic entries.

94. As per RBI guidelines, users added to exemption lists must not remain indefinitely; a predefined validity period should be assigned for each entry.

95. A library of existing rules from all currently utilized EFRMs should be included.

96. The Solution should provide performance analytics for all implemented rules.

97. The Solution should address fraud scenarios, such as fraudulent fresh enrolments, SIM swapping, and SIM cloning.

98. The solution must quantify the number and financial impact of fraud attempts—executed, attempted, or prevented by an exhaustive MIS report.

99. The Solution dashboard should provide as screen which helps monitor application health degradation, enabling proactive mitigation measures.

100. The platform should support have a centralized rule engine, shared risk scoring, adaptive analytics, and automated case workflows across all customer-facing and backend channels.

101. The solution should be deployed in Bank's premises & should be based on MicroServices architecture.

102. Post go-live of the modules, the vendor shall depute On-site resources for go-live support/training to Bank Officials for 3 months.

103. The successful bidder shall provide a detailed scope of work and implementation plan, architecture & Flow diagrams and details of the dedicated Project Manager immediately after award of contract.

104. The successful bidder shall impart training to the officials designated by the Bank. The bidder to ensure that training is imparted in a professional manner and proper training material is given to every personnel attending the training.

105. The bidder should commit to continuous improvement of the system, based on feedback from users. This should include regular updates and upgrades to the system, as well as proactive identification of areas for improvement. The bidder should fix any bugs reported in the solution during the currency of contract within prescribed timelines without any additional cost.

106. The contract period shall be for 5 years and renewable thereafter subject to satisfactory performance at the discretion of the Bank.

5.29 Warranty & Maintenance:

1. The successful bidder shall be responsible to provide comprehensive 1(One) Year Warranty from the date of Final Go-live (Phase 2). Post completion of warranty, successful bidder shall provide AMC /ATS with back to back OEM support, for next 4 (four) years after expiry of warranty period for all supplied software, applications, components etc. at the respective delivered locations of the Bank as provided in the Purchase Order and SLA.

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

6. 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 different 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. Implementation & Migration of the Project will be performed Onsite i.e. at Bank premises only. Comprehensive Project Plan along with minute sub-milestones of implementation and high level and low-level data flow diagrams should be shared with the Bank during kick-off meeting post issuance of purchase Order. Project Manager should be available onsite on all regular days and should update the project status on daily basis. The successful bidder should provide enough resources to complete the project as per the timelines mentioned in the RFP document considering various dependencies on integrations with internal & external channels.

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

7. 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 ₹2500 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 ₹70,00,000/- (Rupees Seventy 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.

8. 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	Submission of Project Implementation Plan, Project Team Details and Infrastructure Details	4 Weeks from issuance of PO
3	Signing of SLA & NDA	6 Weeks from issuance of PO
4	Implementation & Deployment of solution in Bank's Data Center.	Within 16 Weeks from issuance of PO

	(Phase 1: AML-FRM,CBS, , Mobile Banking, UPI, Debit Card Switch)	
5	Implementation & Deployment of solution in Bank's Data Center. (Phase 2:Remaining Channels)	Within 32 Weeks from issuance of PO
6	DR Replication	With 36 weeks from the issuance of PO

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

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

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

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

EXTENSION OF DELIVERY SCHEDULE:

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

NON-DELIVERY:

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

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

4. **OPERATIONALIZATION OF SOLUTION:**

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

5. **REVIEW:**

The solution shall remain under review for a period of 6 months from the date of issuance of Go Live Certificate as stated above. The Successful bidder shall be readily available during the review phase for troubleshooting and other support. During the review phase, Bank may request changes to the application as per its requirement and no extra costs shall accrue to the bank for the effort involved in the same. Bank shall issue final acceptance signoff at the end of the review phase.

B-EVALUATION PROCESS

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

Responses from Bidders will be evaluated in 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 E. The Bank will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective bidders. The Bank plans to, at its sole discretion, waive any minor non- conformity or any minor deficiency in an offer. The Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

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

Bank may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank. Those Bidders who meet the threshold score of **70** %or more will be considered as "Qualified under Stage B" and will be considered for evaluation under Stage C. Those who do not meet the above threshold will not be considered for further evaluation and their EMD will be returned. However, Bank reserves the right to relax the criteria but not less than **60%.**

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

Stage C-Evaluation of Commercial Bid

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

The bank at its own discretion may undertake reverse auction.

C-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

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. 2,500/- 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 2,500/=

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 70,00,000 (Rupees Seventy 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 70,00,000/=

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 G.

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

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

Note: EMD is exempted for all Start-ups as recognized by DPIIT/DIPP. In case of such exemption, relevant documents/proof is to be submitted with Bid.

The EMD made by the bidder will be forfeited if:

a. The bidder withdraws his tender before processing of the same.

b. The bidder withdraws his tender after processing but before acceptance of the PO issued by Bank.

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

d. The bidder violates any of the provisions of the terms and conditions of this tender specification.

The EMD will be refunded to:

a. The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (other than Jammu & Kashmir Bank) from any scheduled commercial bank in India for 5% of the total project cost for 5 years and valid for 5 years+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 H .The PBG shall be submitted within 30 days from the date of issuance of Purchase order by the Bank. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Successful Bidder. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Bank on the printed letterhead of the issuing Bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank may invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. The Bank

shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

6. Tender Process

i. Three-stage bidding process will be followed. The response to the tender should be submitted in three parts: Eligibility, Technical 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 will be permitted subject to Bank review. This includes changes in taxes or similar government decisions.

vi. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided by the vendor is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the vendor. Bank's decision in this regard will be final.

vii. If any of the shortlisted Vendors are unable to fulfil the orders within the stipulated period, 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. Evaluation of Technical Bids

c. Commercial Bid" (CB).

i. The mode of submission of Confirmation of Eligibility Criteria, Technical Bids 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 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:

S.No	Project Milestone Delivered	License cost	Implementation Cost
1	Requirement gathering, BRD documentation, and sign-off by the Bank along with execution of SLA/NDA.	10% of Total license Cost	-

2	Development, installation, configuration, UAT Delivery of phase1	15 % of Total license Cost	25 % of Total Implementation Cost
3	Development, installation, configuration, UAT Delivery of phase2	15 % of Total license Cost	25 % of Total Implementation Cost
4	Go-live Phase 1	15 % of Total license Cost	15 % of Total Implementation Cost
5	Go-live Phase 2	15% of Total license Cost	15% of Total Implementation Cost
6	3 Months after Successful Go –live of all modules (Post Final acceptance sign-off)	20% of Total license Cost	10% of Total Implementation Cost
7	Successful implementation of solution at DR (Conducting of DR Drill).	10% of Total license Cost	10% Total Implementation Cost
8	AMC (post completion of warranty period)	Quarterly in arrears	
9	Manday Cost (For additional changes post Successful go live of all modules)	Quarterly in arrears (As per actuals)	

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 Supply, Implementation and Maintenance of Integrated AML/FRM Solution** and designated representative of the Bidder. If designated Officer of the Bank and representative of Bidder are unable to resolve the dispute within reasonable period, which in any case shall not exceed 30 days, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and Bidder respectively. If even after elapse of reasonable period, which in any case shall not exceed 30 days, the senior authorized personnel designated by the Bank and Bidder are unable to resolve the dispute amicably OR any party fails to designate its officer/representative/ senior authorized personnel within 30 days from the date of request in writing for the same by the other party for amicable settlement of dispute, the same shall be referred to a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and the venue of the arbitration shall be at Srinagar. The language of the arbitration proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.

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

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

14. 'NO CLAIM' Certificate

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

15. Cost and Currency

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

a) Cost of the equipment/software/licenses specified
b) Installation, commissioning, maintenance, migration charges, hosting charges, if any,
c) Comprehensive on-site software support.
d) Packing, Forwarding and Transportation charges up to the sites to be inclusive.
e) All taxes and levies are for Destinations.
f) Bidder have to make their own arrangements for obtaining road permits wherever needed.

16. No Agency

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

17. Project Risk Management

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

18. Information Security:

a. The Successful Bidder and its personnel shall not carry any written material, layout, diagrams, hard disk, flash / pen drives, storage tapes or any other media out of J&K Bank's premises without written permission from J&K Bank.

b. The Successful Bidder's personnel shall follow J&K Bank's information security policy and instructions in this regard.

c. The Successful Bidder acknowledges that J&K Bank 's business data and other proprietary information or materials, whether developed by J&K Bank or being used by J&K Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to J&K Bank; and the Successful Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Successful Bidder to protect its own proprietary information. Successful Bidder recognizes that the goodwill of J&K Bank depends, among other things, upon the Successful Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Successful Bidder could damage J&K Bank. By reason of Successful Bidder's duties and obligations hereunder, Successful Bidder may come into possession of such proprietary information, even though the Successful Bidder does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract/Agreement. Successful

Bidder shall use such information only for the purpose of performing the Service(s) under the Contract/Agreement.

d. Successful Bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by J&K Bank, whichever is earliest, return any and all information provided to Successful Bidder by J&K Bank, including any copies or reproductions, both hardcopy and electronic.

e. That the Successful Bidder and each of its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses. Without limiting the foregoing, the Successful Bidder and its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses.

f. The Successful Bidder shall certify that to the knowledge of the Successful Bidder, there has been no security breach or other compromise of or relating to any information technology and computer systems, networks, hardware, software, data, or equipment owned by the Successful Bidder or its subsidiaries or of any data of the Successful Bidder's, the Operating Partnership's or the Subsidiaries' respective customers, employees, suppliers, vendors that they maintain or that, to their knowledge, any third party maintains on their behalf (collectively, "IT Systems and Data") that had, or would reasonably be expected to have had, individually or in the aggregate, a Material Adverse Effect, and

g. That the Successful Bidder has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to its IT Systems and Data;

h. That the Successful Bidder is presently in compliance with all applicable laws, statutes, rules or regulations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification. Besides the Successful Bidder confirms the compliance with Banks Supplier Security Policy.

i. That the Successful Bidder has implemented backup and disaster recovery technology consistent with generally accepted industry standards and practices.

j. That the Successful Bidder and its subsidiaries IT Assets and equipment, computers, Systems, Software's, Networks, hardware, websites, applications and Databases (Collectively called IT systems) are adequate for, and operate and perform in all material respects as required in connection with the operation of business of the Successful Bidder and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants.

k. That the Successful Bidder shall be responsible for establishing and maintaining an information security program that is designed to:

o Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and

o That the Successful Bidder will notify Customer of breaches in Successful Bidder's security that materially affect Customer or Customer's customers. Either party may change its security procedures from time to time as commercially reasonable to address operations risks and concerns in compliance with the requirements of this section.

l. The Successful Bidder shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of Personal Data and/or use, access, copying, exhibition, transmission or removal of Bank's Confidential Information from Companies facilities. Successful Bidder shall promptly provide Bank with written descriptions of such procedures and policies upon request. Bank shall have the right, upon reasonable prior written notice to Successful Bidder and during normal business hours, to conduct on-site security audits or otherwise inspect Companies facilities to confirm compliance with such security requirements.

m. That Successful Bidder shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the Client Data, and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are no less rigorous than those maintained by Successful Bidder for its own information or the information of its customers of a similar nature.

n. That the Successful Bidder shall perform, at its own expense, a security audit no less frequently than annually. This audit shall test the compliance with the agreed-upon security standards and procedures. If the audit shows any matter that may adversely affect Bank, Successful Bidder shall disclose such matter to Bank and provide a detailed plan to remedy such matter. If the audit does not show any matter that may adversely affect Bank, Bidder shall provide the audit or a reasonable summary thereof to Bank. Any such summary may be limited to the extent necessary to avoid a breach of Successful Bidder's security by virtue of providing such summary.

o. That Bank may use a third party or its own internal staff for an independent audit or to monitor the Successful Bidder's audit. If Bank chooses to conduct its own security audit, such audit shall be at its own expense. Successful Bidder shall promptly correct any deficiency found in a security audit.

p. That after providing 30 days prior notice to Successful Bidder, Bank shall have the right to conduct a security audit during normal business hours to ensure compliance with the foregoing security provisions no more frequently than once per year. Notwithstanding the foregoing, if Bank has a good faith belief that there may have been a material breach of the agreed security protections, Bank shall meet with Successful Bidder to discuss the perceived breach and attempt to resolve the matter as soon as reasonably possible. If the matter cannot be resolved within a thirty (30) day period, the parties may initiate an audit to be conducted and completed within thirty (30) days thereafter. A report of the audit findings shall be issued within such thirty (30) day period, or as soon thereafter as is practicable. Such audit shall be conducted by Successful

Bidder's auditors, or the successors to their role in the event of a corporate reorganization, at Successful Bidder's cost.

q. Successful Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful Bidder. Successful Bidders should ensure Data Security and protection of facilities/application managed by them.

r. The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Besides bank will be at liberty to blacklist the bidder and take appropriate legal action against bidder.

s. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and Successful Bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners.

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

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

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

20. Statutory Requirements

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

21. Bidder Utilization of Know-how:

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

22. Corrupt and Fraudulent practice:

i. It is required that Successful Bidder observe the highest standard of ethics during the procurement and execution of such contracts and not to indulge in any corrupt and fraudulent practice.

ii. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

iii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

iv. The Bank reserves the right to reject a proposal for award if it determines that the Successful Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

v. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it becomes known that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23. Solicitation of Employees

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

24. Proposal Process Management

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

25. Confidentiality Provision

a) The bidder shall hold in confidence all the information, documentation ,etc which shall come to their knowledge (Confidential Information) and shall not disclose or divulge confidential information to any third party or use Confidential Information or any part thereof without written consent of the Bank.

b) Confidential Information means information which is by its nature confidential or is designated by the bank and confidential information and includes:

    i. All information marked or otherwise designated as confident.

    ii. Information which relates to the financial position, the internal management structure , the Personnel , policies and strategies of the Bank

    iii. Data of the bank, customer lists, customer information, account information, and business information regarding business planning and operation of the Bank or otherwise information or data whether such data is permanent or otherwise

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

    i. Which at the material time was in public domain other than breach of this clause; or

    ii. Which is required to be disclosed on account of order of any competent court or tribunal provided that while disclosing any information, Bank shall be informed about the same vide prior notice unless such notice is prohibited by applicable law.

26. Sub-Contracting

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

27. Reverse Auction

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

28. Award Notification

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

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

29. Suspension of Work:

The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension

or reinstatement of the work to the Successful Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension.

30. Taxes and Duties:

i. Successful Bidder will be entirely responsible for all duties, levies, imposts, costs, charges, license fees, road permit etc., in connection with delivery of equipment at site including incidental services and commissioning.

ii. Income/Corporate taxes in India: The Successful Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India

iii. Tax Deduction at Source: Wherever the laws and regulations require deduction of such taxes at source of payment, Bank shall effect such deductions from the payment due to the Successful Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Successful Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by Bidder in respect of this contract.

iv. The Bank shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Successful Bidder at the rates in force, from the amount due to the Successful Bidder and pay to the concerned tax authority directly.

Annexure A: Confirmation of Terms and Conditions

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

Dear Sir,

Sub: **RFP No …………** for **Supply, Implementation and Maintenance of Integrated AML/FRM Solution,** dated …………………………

Further to our proposal dated ...., in response to the Request for Proposal for **Supply, Implementation and Maintenance of Integrated AML/FRM Solution** (hereinafter referred to as "RFP") issued by Jammu & Kashmir Bank (J&K BANK) we hereby covenant, warrant and confirm as follows:

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

Place:

Date: Seal and signature of the bidder

Annexure B: Tender Offer Cover Letter

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

Dear Sir,

Sub: RFP no: _____ for **Supply, Implementation and Maintenance of Integrated AML/FRM Solution** dated _____

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Supply, Implementation and Maintenance of Integrated AML/FRM Solution** to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

We certify that we have provided all the information requested by the Bank in the format requested

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

Place:

Date:

Seal and signature of the bidder

Annexure C: Details of Bidder

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

S. No.	PARTICULARS	DETAILS
1	Name of the Company	
2	Postal Address	
3	Telephone / Mobile / Fax Numbers	
4	Constitution of Company	
5	Name & Designation of the Person Authorized to make commitments to the Bank	
6	Email Address	
7	Year of Commencement of Business	
8	Sales Tax Registration No	
9	Income Tax PAN No	
10	Service Tax / GST Registration No	
11	Whether OEM or System Integrator	
12	Name & Address of OEM/s.	
13	Brief Description of after sales services facilities available with the SI/OEM	
14	Web Site address of the Company	

Date:

Seal and signature of the bidder

Annexure D: Compliance to Eligibility Criteria

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

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

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

S.No.	Eligibility Criteria	Supporting Documents to be submitted	Compliance (Y/N)
1	Bidder must be a registered Private / Public limited company in India from the last 3 years.	Certificate of Incorporation & Commencement of Business	
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 must have registered an average annual turnover of ₹25 crore or more for last three financial years i.e., 2022-23, 2023-24 and 2024-25. (Not inclusive of the turnover of associate companies). Bidders who fall under the category of Micro & Small Enterprise (MSEs) or Start-ups, must have registered average annual turnover of ₹ 15 Crore or above during the last three completed financial years 2021-22, 2022-23 and 2023-24. (Not inclusive of the turnover of associate companies).	Copy of the audited balance sheets of the company showing turnover of the company should be submitted. Necessary valid documentary proof certifying the bidder as an MSE or Start-up needs to be submitted by the bidder. The certificate should be of latest but before the deadline for the bid submission.	
4	Bidder should have Positive Net Worth as per the latest Audited Financials during last	Audited Financial statements for the relevant years to be submitted. Separate certificate from a Chartered	

	three financial year i.e. 2021-22, 2022-23 and 2023-24	accountant to that effect be Submitted.	
5	Bidder should have at least 1 years of experience in handling **Integrated ALM-FRM solution**	Exact period of experience detailing the use of AML as well as EFRM through one solution should be provided. (Certificate from the Client to be submitted as proof)	
6	Bidders should have successfully delivered integrated AML-FRM Solution in minimum one Indian Bank during the last 3 years.	Copy of the purchase / work order and Certificate of satisfactory completion and management of the work including product, integration & running successfully, by the authorized official of the Bank served.	
7	Bidder should have provided ALM and FRM solution in minimum 3 Banks in India (with one bank being a scheduled commercial bank) during last 3 years (as on RFP date).	Copy of the purchase / work order and Certificate of satisfactory completion and management of the work including product, integration & running successfully, by the authorized official of the Bank served.	
8	Bidder's solution should be currently handling minimum 2 Crore transactions per Day.	Credential Letter from the relevant customer (Bank may cross verify such documents)	

9	In the above-mentioned bank, the selected Solution should be running live and integrated with all the below mentioned channels /source systems mandatorily as on date of bid submission:
	  1.Core Banking
	  2.Mobile BANKING
	  3.Internet BANKING
	  4.UPI
	  5. Debit Card.
	  6. Payment Gateway
	  7. NEFT/RTGS/SWIFT
		Undertaking is to be provided by the Bidder.	

10	At the time of bidding, the Bidder should not have been blacklisted/ debarred by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the undertaking on Company's letter head	

11	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder / OEM and the Bank regarding supply of goods/services.	Submit the undertaking self-declaration on Company's letter head.	
12	Bidder should be either OEM of offered solution or an Authorized Partner of OEM. OEM can quote directly or through authorized partners. However, both i.e., OEM & their authorized partner cannot participate in the bid. In case, both (OEM & their authorized partner) participate, the bid of the OEM only will be considered.	In case the bidder is not OEM of the offered solution, then a certificate from OEM certifying that Bidder is authorized partner of the OEM. (Annexure M)	
13	The Bidder to provide an undertaking on his letter head that all the technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.	Self-Declaration	
14	Bidder must warrant that key project personnel (certified solution experts) are deployed in this project who have been involved in similar projects in last two year.	Undertaking is to be provided by the Bidder.	

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. 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.

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

7. 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	The number of Implementations of integrated solution (AML/FRM) carried out in India (during the last 3 years as on date of issuance of RFP).	More than 3 banks-10 Marks 2-3 banks-8 Marks 1 banks -5 Marks		10 Marks
2	Industry Experience in providing Integrated Solution of (AML/EFRM) (in delivery of proposed solution)	>3 years = 10 Marks 2-3 years-7 Marks 1 Year -5 Marks		10 Marks
3	Bidder's expertise in successfully implementing universal case manager	> 3 Implementations -10 Marks 2-3 Implementations -6 Marks 1 Implementation -4 Marks		10 Marks
4	Bidder's Experience in successfully handling integration of data of financial/non-financial channels as given in the scope	Mobile Banking SWITCH & Devices	5 Marks	55 Marks
		UPI/IMPS SWITCH & Devices	5 Marks	
		Debit Card Switch & associated Terminals	5 Marks	
		Credit Card & associated Terminals	5 Marks	
		IVR	5 Marks	
		Account Opening Systems	5 Marks	
		NEFT/RTGS	5 Marks	
		SWIFT	5 Marks	
		CBS	5 Marks	
		SOC	2 Marks	
		NACH	3 Marks	
		Other Channels	5 Marks	
5	Features of Solution with respect to Mule Detection	10 marks		10 Marks
6	Solution Features and Capability/Product Demonstration/Technical	Committee Evaluation		30 Marks

	Presentation/ Project Team Experience.		
7	Techno Functional Requirements	Techno Functional Requirement Annexure E-1. Committee shall cross examine the compliance of the techno-functional specifications provider by bidder	15 Marks
8	Site Evaluation	Bank's Internal Team may visit the Bidders/Client site for evaluation of proposed solution or may evaluate the proposed solution remotely.	40 Marks
		Total	**180 Marks**

**Qualifying score =70%

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: Technical Specifications

SNO.	Techno-Functional Requirements	Compliance (Y/N) (1 Point for each Compliance)
1	AML-Risk assessment & Categorization of the Bank's Customers based on Banks Financial/Non-Financial Customer/transactional/Agency Data	
2	Customer Screening Management & Decision Making basis the data & Screen list	
3	Regulatory & MIS Reports (FIU/RBI/NPCI, i4C, NCRP, etc) available through a standard GUI.	
4	Integration with regulators/Agencies(i4C,NCRP,FIU,etc)	
5	GUI For Case/Rule Management. Rule Addition/Modification/Deletion & availability of the preview to understand the Impact.	
6	GUI for watchlist/Screenlist management beyond API integration of the list providers.	
7	AI/ML capabilities for training models on Customer Profile/Real-time/Non-Real-time data for detecting of Transaction/Fraud Patterns. Support for reducing the number of alerts.	
8	Integration with different channels CBS,Mobile Banking, UPI, InterBanking, NEFT, RTGS, SWIFT, Debit Card ,Credit Card, Account Opening Systems, IVR, Chatbot, etc & Fraud/Risk detection based on the Pre-defined rules and by analysis of Financial/Non-Financial transaction patterns across all channels.	
9	Real-time Fraud for the channels mentioned at point No. 8	
10	Real-time Fraud/Risk detection by analyzing Devices Models/Terminal,IPs, Country, etc	
11	Rule Management in Universal Case Manager through a Secure-GUI Portal.	
12	Screening of Customers & transaction data using screen lists (Should support all the formats) provided by different agencies or facilitated by the Bank.	
13	Graphical Representation of transaction & anomaly patterns. Summarized & Detailed reporting across all channels. Availability of Audit Reports	
14	Mule Detection. User Access/Role Management	
15	Integration with Bank's Dataware house & Analytical tools for detecting anomalies based on Bank & Regulatory requirements	

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 in Rupees	Multiplication Factor (Tentative Qty)	Amount
Software License Cost (DR/DC Cost) (License Cost for five years of integrated AML-FRM solution. Enterprise Licenses required for successful implementation of the solution as per the technical specifications/ requirements/ scope of work as described in RFP Document)	a	1	A=a
One time Implementation fee for end to end Solution as per requirements mentioned under the RFP One-time Implementation cost shall include 3 months on-site support post go-live & trainings to the Bank Employee	b	1	B=b
Annual Maintenance Cost (Year 2 onwards)	c	4 Years	C=cx4
Additional Customization required for Bank ecosystem/solution in addition to scope mentioned in the RFP	d	100 Man-days	D=dx100
	Total Cost for 5 Years		Total(A+B+C+D)

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 **Supply, Implementation and Maintenance of Integrated AML/FRM Solution.** (Herein after called the "RFP") AND

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

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

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

1. We...................................., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs........................(Rupees ....only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the bidder of any of the terms and conditions contained in the RFP and in the event of the bidder commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true

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

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the bidder has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the bidder after expiry of the relative guarantee period of the RFP and after the bidder had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a " No Demand Certificate " provided always that the guarantee shall in no event remain in force after the day of ....without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the SI/OEM till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the bidder or any other forbearance, act or omission on your part of or any indulgence by you to the bidder or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.................(Rupees...................................only) as aforesaid or extend the period of the guarantee beyond the said day of .... unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the bidder

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the bidder from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

13. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

14. The Bank Guarantee needs to be submitted in online form also via SFMS Application.

15. Notwithstanding anything contained herein above;
    i. our liability under this Guarantee shall not exceed Rs..(Rupees......................................only) ;
    ii. this Bank Guarantee shall be valid up to and including the date .... _____and claim period shall be upto_____ ; and

iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of the claim period.

16. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of BANK

Authorized Signatory

Seal

Address

Annexure H: Performance Bank Guarantee Format

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

WHEREAS..................................... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ...., hereinafter referred to as the Bidder has for taken up for **Implementation of Supply, Implementation and Maintenance of Integrated AML/FRM Solution** 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 ....2025.
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.

<u>**COMPANY NAME**</u>

By:_____

Name: _____

Title: _____

Address:_____

_____

Company Seal

<u>**Bank**</u>

By:_____

Name: _____

Title: _____

Address:_____

_____

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

Vendor shall be responsible for providing services to Bank the Services defined the RFP for **Supply, Implementation and Maintenance of Integrated AML/FRM Solution** in accordance with all the terms and conditions of the RFP clauses and as described in the Point 4 & Point 5 of Section A-Introduction of this RFP i.e **Brief Scope of work and Broad Scope of Work respectively.**

The bidder shall comply with the terms and conditions of the RFP including General Terms and condition under Section D of this RFP Document.

Location of Work

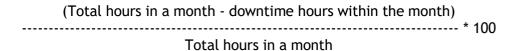The vendor shall work at location described in Point No 6 of Section A-Introduction of this RFP.

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

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

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

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

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

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

Service Window	24*7
Uptime Commitment	99.9%
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.

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The percentage uptime is calculated on Monthly basis as follows:

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

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

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

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

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

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

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

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

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

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

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

During Period of contract, Company will maintain the services as per SLAs. The Company shall guarantee an uptime of 99.95% during warranty and also during AMC, which shall be calculated

on quarterly basis. If the bidder fails to maintain guaranteed/committed uptime of 99.95% on quarterly basis, Bank shall impose penalty .During the warranty period, for every drop of 1% than committed Uptime, warranty for the entire project shall be extended for 1 month.During AMC period ,in case the uptime falls below the threshold levels, Bank shall impose a penalty as per the table mentioned below:

Uptime	Penalty/Month
99.9% & Above	NA
99.94% to 99%	3% of the AMC Cost /Quarter
98.99% to 97%	5% of the AMC Cost /Quarter
97.99% to 95%	10% of the AMC Cost /Quarter
Less than 95%	Penalty at an incremental rate of 1% (in addition to a base of 10%) of the AMC Cost /Quarter for every 0.5% lower than the stipulated uptime

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

Note:
- 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 AMC Cost/Month for every 3 hrs. of delay in restoration	3 days of AMC Cost/Month for every 1 day of delay in resolution
Severity-2	3 days of AMC Cost/Month for every 6 hrs of delay in restoration	3 days of AMC Cost/Month for every 2 days of delay in resolution
Severity-3	3 days of AMC Cost/Month for every 12 hrs delay in restoration	3 days of AMC 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 Total Implementation Cost (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 need to be deployed as per the timelines mentioned in Point No 8 of Section A-Introduction of this RFP.

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

Payment Terms as per Point No 14 of Section C-RFP Submission.

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 90 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 Supply, Implementation and Maintenance of Integrated AML/FRM Solution** and designated representative of the Successful Bidder. If designated Officer of the Bank and representative of the Successful Bidder are unable to resolve the dispute within reasonable period, which in any case shall not exceed 30 days they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and the Successful Bidder respectively. If even after elapse of reasonable period, which in any case shall not exceed 60 days, the senior authorized personnel designated by the Bank and the Successful Bidder are unable to resolve the dispute amicably OR any party fails to designate its officer/representative/ senior authorized personnel within days from the date of request in writing for the same by the other party for amicable settlement of dispute, the dispute shall be referred to a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and the venue of the arbitration shall be at Srinagar. The language of the arbitration

proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.

Notices

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

Following shall be address of BANK for notice purpose:

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

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

Other Terms and Conditions

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

ii. Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Company. The Company agrees and undertakes to allow the Bank or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by the Company within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. The Company shall allow the Bank to conduct audits or inspection of its Books and account with regard to Bank's documents by one or more officials or employees or other persons duly authorized by the Bank.

iii. The company, either by itself or through its group companies or Associates, shall not use the name

and/or trademark/logo of Bank, in any sales or marketing publication or advertisement, or in any other manner.

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

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

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

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

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

Agreed and signed on behalf of   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……………………   Designation……………………

Witness (2):   Witness (2):

Name……………………………..   Name……………………………..
Designation……………………   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 Supply, Implementation and Maintenance of Integrated AML/FRM Solution.

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Supply, Implementation and Maintenance of Integrated AML/FRM Solution** to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

We hereby undertake that all the components/parts/assembly/software used in the Networking

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

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

We enclose cost of RFP Rs.2,500/- (Two Thousand Five Hundred Only) and EMD of Rs.70,00,000/- (Rupees Seventy 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**. Supply, Implementation and Maintenance of Integrated AML/FRM Solution** have undergone KYE (Know Your Employee) process and all the required checks have been performed prior to employment of said employees as per our policy.

2. We confirm to defend and keep the bank indemnified against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for **Supply, Implementation and Maintenance of Integrated AML/FRM Solution**

Sign and seal of Competent Authority
Name of Competent Authority
Dated

Annexure M: OEM Authorization Form

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

No. _____ dated_____

Offer Reference No.:_____

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

Dear Sir,

Sub: RFP no: _____ for Supply, Implementation and Maintenance of Integrated AML/FRM Solution dated _____

We _____who are established and reputed OEM of _____ having office at_____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above RFP.

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

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

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

Yours faithfully,
(Name)
For and on behalf of
M/s_____(Name of OEM)