



**Online Request for Proposal (e-RFP)
For**

**Design, Supply, Implementation, Migration, Maintenance, and
Support of Hybrid Mail Messaging Infrastructure using Microsoft
Exchange Server and Microsoft 365.**

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e-RFP Ref. No: JKB/CHQ/T&D/Microsoft-365/2025-1524
Dated: 19-09-2025

Issued By
J&K Bank
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Schedule of RFP

e-RFP Reference No.	JKB/CHQ/T&D/Microsoft-365/2025-1524 Dated: 19-09-2025
Date of Issue of RFP	20-09-2025
RFP Description	Selection of Service Provider for Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365.
Issuer of the RFP-Department	Technology & Development Department
Bank's Communication Details	J&K Bank Technology & Development, 5th Floor, Corporate Headquarters, MA Road, Srinagar Mr. Farhan Nabi Phone No: +91-7889355359 Email ID: Farhan.shah@jkbmail.com
RFP Application Fee (Non – Refundable)	Rs. 2500/- (Rupees Twenty Five Hundred Only) to be deposited through Transfer / NEFT to the below detailed A/c: Account Name: Tender Fee/ Cost Account 16-digit Account No: 9931530300000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters
Earnest Money Deposit (EMD) (Refundable)	Rs. 60,00,000(Rupees Sixty Lacs only) to be deposited through transfer / NEFT to the following A/c with Bank details given as: Account Name: Earnest Money Deposit (EMD) 16-digit Account No: 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K – 190001 (EMD is exempted for all Start-ups as recognized by DPIIT/DIPP)
Performance Bank Guarantee	5% of the Total Contract Value
Bid Document Availability including changes/amendments, if any to be issued	Document can be downloaded Bank's e-Tendering Service Portal https://jkbank.abcprocure.com/w.e.f September 20, 2025 16.00 Hrs. to October 13, 2025 17.00 Hrs.
Last date for pre-Bids queries & submission Mode	on-line through the prescribed e-Tendering portal https://jkbank.abcprocure.com

	September 26, 2025 17.00 Hrs.										
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online on October 04, 2025										
Last date and time for Bid	October 13, 2025 17.00 Hrs.										
Submission of online Bids	As prescribed in Bank's online tender portal https://jkbank.abcpurchase.com										
Date and time of opening of technical bid	To be notified separately										
Corrigendum	All the Corrigendum will be uploaded on online tender portal https://jkbank.abcpurchase.com only										
For e-Tender related Queries	Service Provider: M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat Help Desk: <table> <tr> <th>Sr. No</th><th>Name</th></tr> <tr> <td>1</td><td>Sandhya Vekariya – 6352631968</td></tr> <tr> <td>2</td><td>Suraj Gupta – 6352632310</td></tr> <tr> <td>3</td><td>Ijlalaehmad Pathan – 6352631902</td></tr> <tr> <td>4</td><td>Imran Sodagar - 9328931942</td></tr> </table>	Sr. No	Name	1	Sandhya Vekariya – 6352631968	2	Suraj Gupta – 6352632310	3	Ijlalaehmad Pathan – 6352631902	4	Imran Sodagar - 9328931942
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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 advice/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 after 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.

List of Abbreviations

The long form of some abbreviations commonly used in this document are given below:

Abbreviations	Description
Bank/J&K Bank	Jammu and Kashmir Bank of India
WAN	Wide Area Network
IT	Information Technology
ATM	Automated Teller Machine
CBS	Core Banking System
DBS	Digital Banking Systems
PSS	Payment and Settlement Systems
TAT	Turnaround Time
NOC	Network Operations Centre
UPI	Unified Payments Interface
ITIL	Information Technology Infrastructure Library
SOP	Standard Operating Procedure
FAQ	Frequently Asked Questions
CSAT	Customer Satisfaction Score
CMDB	Configuration Management Database
RCA	Root Cause Analysis
IMAC	Install, Move, Add, Change
LL	Landline
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
INR / Rs	Indian Rupee
KYE	Know Your Employee
L0/L1/L2/L3	Level 0, Level 1, Level 2, or Level 3 Support
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer
OS	Operating System
PO	Purchase Order
RBI	Reserve Bank of India
RFP	Request For Proposal
SLA	Service Level Agreement

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SECTION 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, several 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

The purpose of this Request for Proposal (RFP) is to solicit bids from experienced and qualified Microsoft Partners for designing, deploying, migrating, integrating, maintenance, training, and supporting a Microsoft-supported Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server 2019 (on-premises) and Microsoft 365 (cloud). The bidder shall ensure regulatory compliance with RBI, CERT-In, and other applicable Indian financial sector standards, and manage Bank's Microsoft licensing operations, including True-Up (increase in the number of software licenses or subscriptions) and True-Down processes (decrease the number of licenses). The bidder shall further integrate all the Banks existing security technologies including but not limited to Cisco ESA as MTA, DLP and other controls with the Online Platform and shall as well deliver all the features provided by the Microsoft Cloud solution as applicable basis the licensing model opted by the Bank.

The selected bidder will provide essential support services for a period of 3 years. The bidder must comply with the terms and conditions outlined in this RFP.

3. Eligibility Criteria

J&K Bank shall scrutinize the Eligibility bid submitted by the bidder(s). A thorough examination of supporting documents to meet each eligibility criteria (Annexure E) 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 E will be considered for technical evaluation. Any credential/supporting detail mentioned in "Annexure E – 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. Overview of the Existing Mail Messaging Setup

The Bank currently operates a robust on-premises email messaging environment based on Microsoft Exchange Server 2019. This environment is deployed across its primary Data Centre (DC) in Noida and Disaster Recovery (DR) site in Mumbai. The existing architecture has been designed for high availability, secure mail flow. The key components of the existing setup are as follows:

1. Microsoft Exchange Messaging Environment
 - Platform: Microsoft Exchange Server 2019, CU 14 (VM-based, On-Premises)
 - Total Mailboxes: Approximately 9,025
 - Primary Sites: Data Centre (DC) – Noida (Active), Disaster Recovery (DR) – Mumbai (Passive)

The current Email solution is using the Cisco based Email Security Appliance as MTA solution for inbound as well as outbound mail hygiene. Besides, the Forcepoint DLP is being used for Email DLP and Endpoint DLP which is to be integrated in Hybrid environment

2. Exchange Server Roles and Deployment

Server Role	DC – Noida	DR – Mumbai
Mailbox Servers	4 (Active)	2 (Passive)
Mass Mailing Servers	2	1
Journaling	1	1
Exchange Control Panel (ECP)	1	Not Applicable

3. Mailbox Database Configuration:
 - Total of 24 mailbox databases.
 - Configured within 2 Database Availability Groups (DAGs) with 2 servers per DAG at DC
 - DR servers host passive database copies
4. Journaling, Archive & Legacy Exchange Integration
 - The Exchange 2019 Journaling Server hosts 12 journaling databases, and additionally Includes 9 journaling databases already migrated from the legacy environment.
 - The Legacy Exchange Server 2013 Journaling Server, which previously hosted 29 journaling databases, is presently undergoing migration of journal mail boxes to the Exchange Server 2019 platform. After completion of journal mail boxes the same shall be de-commissioned. Archive and Public Folder mailboxes are hosted on the Exchange 2019 server.
 - One Public Folder mailbox is active and currently in use.
5. Email Security Infrastructure – Cisco ESA
 - Total Cisco ESA Appliances: 4 (2 at DC, 2 at DR)
6. Role-Based Appliance Configuration:
 - ESA-1: Inbound user email
 - ESA-2: Outbound user email
 - DR site mirrors the same role-based configuration
7. Secure Mail Flow Design:
 - Inbound Mail: Internet → ESA (Inbound) → Exchange

- Outbound Mail: Exchange → Force point DLP → ESA (Outbound) → Internet
 - Bulk Mail: Mass Mailing Server → ESA (Bulk) → Internet
8. Active Directory & DNS Configuration
- Active Directory: Single forest, single domain architecture
 - Functional level: Windows Server 2012 R2
 - Domain Controllers: 6 (3 at DC, 3 at DR)
 - DNS: Active Directory-integrated
9. Client Access & Messaging Services
- Access Channels: Outlook Web App (OWA) via Edge/Chrome, Outlook Desktop Client
 - Endpoint OS: Windows 10 and Windows 11
 - Mobile Device Management: No MDM solution currently in place
10. Messaging and Relay Services:
- Approximately 500 internal applications and servers use Exchange for SMTP relay.
 - Active use of Distribution Groups, Mail Contacts, and 2–3 Address Books
 - Majority of user mailboxes are under 2 GB in size, with limited No. of users having online archival.
 - In the existing setup, Departmental mailboxes are directly accessed by multiple users concurrently using shared credentials or system-level access.

5. Scope of Work

The selected bidder shall be responsible for the design, deployment, migration, maintenance, integration, training, post-implementation support, sustenance of Bank's Hybrid Mail Messaging Infrastructure based on Microsoft Exchange 2019 (on-premises) and Microsoft 365 (cloud), ensuring seamless coexistence, robust security, and full compliance with regulatory frameworks applicable to Indian banks. The deployment would include but not limit to integration of existing MTAs with full blown security features including existing security setups of Banks such as Cisco ESA, Force point Network and Endpoint DLP etc.

The bidder shall further provide end-to-end support for the complete Mail Messaging Hybrid Setup during the entire contract period as part of comprehensive support and maintenance services and maintain a proper escalation matrix with Microsoft certified support personnel.

The successful bidder shall follow Microsoft certified practices in the deployment, configuration, migration, and management of the hybrid mail messaging infrastructure. The bidder shall ensure that all activities ranging from Exchange hybrid setup, licensing management, to performance tuning adhere to Microsoft's certified practices. The Bank plans to transition to a Microsoft defined hybrid Exchange architecture.

The broad scope of work outlined below is indicative and not exhaustive, and shall include all activities necessary for the successful deployment of a hybrid mail messaging infrastructure. This includes, but is not limited to, design, implementation, migration, integration, configuration, testing, and support activities, in alignment with Microsoft-certified best practices and applicable compliance requirements.

1. Solution Design & Architecture

- i. The selected bidder shall design a hybrid messaging solution supporting:
 - 2000 users on Exchange 2019 (on-premises).
 - 7025 Users on Microsoft 365 cloud services.

- ii. During the initial phase of the project, the Bank shall retain approximately 2,000 user mailboxes on its on-premises Exchange environment, while the remaining mailboxes shall be migrated to Microsoft 365 under the hybrid mail messaging setup. The Bank reserves the right to migrate the retained 2,000 on-premises mailboxes to Microsoft 365 at any point during the contract period, in accordance with Microsoft's True-Up mechanism under the Enterprise Agreement. Accordingly, the selected bidder shall:
- Carry out the complete migration of the remaining 2,000 mailboxes to Microsoft 365 cloud at a later stage during the contract tenure, as and when directed by the Bank.
 - Perform all necessary reconfiguration, validation, and optimization of the existing hybrid mail deployment to accommodate this additional migration.
 - Ensure seamless coexistence, mail flow, directory synchronization, and user access throughout the change process.
 - Provide these services at no additional cost to the Bank, other than license costs applicable under Microsoft's True-Up mechanism.
 - Ensure that the hybrid environment remains functional and compliant post-migration, including any necessary adjustments.

This responsibility shall form an integral part of the project scope and ongoing support obligations of the selected bidder throughout the contract duration.

- iii. The bidder shall ensure Solution Design Document, Solution Architecture Diagram, Data Flow diagram (DFD), High-Level Design (HLD) and Low-Level Design (LLD) are submitted to the Bank as part of Pre-Migration activities.
- iv. The hybrid setup shall support high availability, business continuity, and disaster recovery.
- The architecture must align with Zero Trust principles and comply with RBI Cyber Security Framework (2016), IT Act 2000 (amended 2008), ISO 27001, CERT-In guidelines for banking sector.
- v. The selected bidder shall provide requisite support for upgrading the on premises Exchange setup of the Bank to Exchange Server Subscription Edition or higher under Microsoft Software Assurance Program.
- Any upgrades in Exchange 2019 shall be carried out by the selected bidder at no additional cost under the Software Assurance program.
 - The selected bidder shall provide support and take necessary actions to achieve all milestones for a successful upgrade to Exchange Server Subscription Edition.

2. Provisioning, Setup, Configuration, and Integration of Microsoft 365 Services

The selected bidder shall provision, configure, and integrate Microsoft 365 services under the Microsoft Licensing Agreement, as applicable. Configuration and customization shall be carried out strictly in accordance with the Bank's functional, technical, security, and compliance requirements. The scope of work shall include, but is not limited to, the following activities:

i. Setup and Configuration of the Microsoft 365 Tenant:

Complete setup, configuration, customisation and deployment of the Microsoft 365 tenant, covering core services such as Exchange Online, Microsoft Teams, and Office 365 E3. Bidders shall ensure the enablement and configuration of all features available under the following license plans mentioned under Annexure H commercial bid format of the RFP:

Exchange Online Plan 2 - including mailbox policies, in-place archive, litigation hold, data loss prevention (DLP), transport rules, etc.

Microsoft Teams Enterprise - including collaboration settings, meeting policies, external access, guest access, and Teams governance.

Office 365 E3 – including Microsoft 365 Apps, OneDrive for Business, SharePoint Online, and security and compliance features.

ii. License Governance and Lifecycle Management:

Support for ongoing license governance under Microsoft Agreement framework, including Annual True-Up (license additions), Annual True-Down (license reductions), License tracking and validation to ensure compliance with subscription usage and entitlement policies.

The entire provisioning and integration process must align with Microsoft-certified best practices and the Bank's compliance, security, and operational requirements.

3. Migration Planning & Execution

- i. The selected bidder shall plan and execute Pilot migration of select mailboxes, Phased migration of 7025 mailboxes to Microsoft 365 Online, Retention of 2000 users on Exchange 2019 on-premises.
- ii. Mail flow, calendar, contact data, user configurations, Rules and all other user configurations and settings must be preserved.
- iii. The selected bidder shall be responsible for conducting a comprehensive Post Migration Audit to validate successful completion of migration activities, data integrity, service availability, configuration compliance, and adherence to Microsoft best practices. The bidder must submit a detailed Post Migration Audit Report to the Bank. This report shall be reviewed and endorsed by the bidder as a Microsoft-certified implementation partner, with reference to Microsoft best practices. If applicable, an OEM-authenticated statement or validation from Microsoft or its authorized partner shall be attached.
- iv. In the event the Bank decides to migrate the remaining 2000 on-premises mailboxes to the cloud during the contract period, the selected bidder shall provide migration planning, execution, and validation services under the same scope without any additional cost

4. Security Configuration

- i. The selected bidder shall implement SPF, DKIM, DMARC etc for email authentication, Microsoft Defender for O365 and Cisco ESA for protection against threats.
- ii. Configuration must ensure Email encryption (at rest/in transit), DLP aligned with RBI guidelines, Secure routing and mail flow rules per IT Act.
- iii. Log retention and audit logging shall comply with CERT-In 2022 guidelines and Bank's Data Retention and Preservation policy.

5. Backup, Archiving & Compliance

- iv. Archival and retention settings must be configured as per RBI Cyber Security Framework, CERT-In 2022 log retention and incident response directives, IT Act 2000 (amended 2008).
- v. Data residency must be enforced. All data must reside within India, In accordance with RBI Outsourcing of IT Services Guidelines (2023), ISO 27001, and NCIIPC for critical infrastructure.

6. Monitoring, Logging & Reporting

- i. The selected bidder shall implement monitoring for mail flow, sync health, backup, and service availability.
- ii. Audit trail of admin/user actions across Exchange and Microsoft 365 must be maintained.
- iii. Dashboards and scheduled reports covering performance, security, and compliance must be generated.

7. Documentation & Training

- i. Deliverables shall include HLD, LLD, DFD, Migration Plan, Validation Reports, Admin guides, SOPs, and user training materials, Escalation Matrix with named certified staff.
- ii. Training shall be conducted for IT Admins (Hybrid management, DR, backup), End Users (For EOP2, O365, Teams 250 users)

8. Decommissioning of Legacy Setup

- i. The selected bidder shall decommission Exchange 2013, 2019 (if required) components post migration and submit compliance documentation.
- ii. Secure archival or disposal of retired mailbox data must follow RBI and IT Act data protection practices.

9. Regulatory & Security Audits

- i. The bidder shall support Internal/External IS audits, RBI audits, CERT-In directed audits, DR Drills (semi-annual).
- ii. Maintain availability of Audit logs (as per Bank's Data Retention and Preservation of Documents policy), VAPT results, mailbox trace logs, backup verification reports.
- iii. Participate in vulnerability remediation and reporting as per audit lifecycles.

Notwithstanding the above, the vendor shall be responsible for end to end migration of on-premises secure messaging solution to hybrid solution with integration with Banks existing Security solutions including but not limited to Cisco ESA, Forcepoint DLP for Emails and Endpoints, SIEM Solution etc. and with all features enabled as supported by the licensing model opted by the Bank.

10. Microsoft Licensing Program Management

- i. The selected bidder shall ensure that All licenses are procured in the name of the Bank and are mapped to the Bank's Microsoft License Management Account, The Bank receives all license entitlements, rights, and benefits applicable to its client category, as per the prevailing Microsoft OEM policies, The bidder shall ensure that the licenses are valid and verifiable through Microsoft's licensing portal, and shall be eligible for support and compliance verification.
- ii. The successful Bidder shall ensure that all Licenses supplied under this Contract are covered by valid and active back-to-back support from the respective Original Equipment Manufacturer (OEM) for the entire duration of the contract period. The Bidder shall provide documentary evidence from the OEM confirming active support coverage, including but not limited to OEM support agreements, authorization letters, or Manufacturer Authorization Forms (MAF), as applicable. The Bank reserves the right to verify the authenticity of the OEM support documents at any stage of the contract.
- iii. The Bidder shall be responsible for managing the Microsoft Licensing Program under which the licenses have been provisioned to the Bank (e.g., Microsoft Enterprise Agreement, Select Plus, or CSP). This includes end-to-end management of all features, entitlements, benefits, and compliance requirements associated with the said program throughout the contract duration.
- iv. The Bidder shall ensure timely access to all applicable services, usage rights, product updates, license deployment support, software assurance benefits (if applicable), and administrative functions as per the program's terms. The Bidder shall also coordinate with Microsoft and provide the Bank with necessary support, reports, and advisory to fully leverage the entitlements under the licensing program.
- v. The selected bidder shall support the Bank in managing its Microsoft Agreement, including tasks related to license compliance, usage tracking, reporting, and provisioning.
- vi. The selected bidder shall assist the Bank in planning and executing the annual True-Up process as per the anniversary cycle, accounting for any increase in users or services.
- vii. The selected bidder shall also support the Bank in executing the True-Down process (if eligible) to reflect any reduction in users or licenses during the contract period.
- viii. The selected bidder shall support the provisioning and allocation of Microsoft 365 licenses under the applicable Microsoft Agreement, ensuring role-based enforcement and segmentation per licensing tiers (Office 365 E3, Teams Enterprise and Exchange Online Plan 2).
- ix. The selected bidder shall leverage Microsoft Software Assurance (SA) benefits, including upgrade rights as when new upgrade is available, and ensure Microsoft compliance.
- x. The selected bidder shall assist in optimizing license utilization and cost-efficiency by providing usage analytics, forecasting, and actionable recommendations based on service telemetry.
- xi. The selected bidder shall support the Bank in the event of later-stage migration of on-premises Exchange 2019 mailboxes to Microsoft 365 cloud services under the True-Up mechanism. All activities related to mailbox migration, configuration, validation, and reporting shall be included within the scope of the contract without any additional cost.

11. Data Access and Exit Management - Post Subscription Expiry

The Selected Bidder shall provide the Bank with at least 90 days of access to export all relevant data—including but not limited to user mailboxes, logs, audit trails, and data under Litigation Hold

or In-Place Hold—to the Bank's in-house infrastructure or an alternate service provider, upon subscription expiration or termination.

- i. The Selected Bidder shall ensure that necessary Microsoft licenses (e.g., Exchange Online Plan 2 or O365 E3) remain active during this post-subscription access period to allow the retrieval, eDiscovery, and export of all content, including content under Litigation Hold, using Microsoft Purview or any equivalent compliance tools.
- ii. The Bidder shall provide end-to-end handholding throughout the export and transition process.
- iii. The Bidder must ensure compliance with all regulatory obligations including data privacy, audit, and record-keeping standards mandated by Indian financial sector regulators (such as RBI).
- iv. Failure to comply may result in invocation of appropriate penalties or forfeiture clauses defined under the Agreement.

12. Shared Mailbox Access Transition - Departmental Mail IDs (Hybrid Environment)

- v. In the existing setup, Departmental mailboxes are directly accessed by multiple users concurrently using shared credentials or system-level access. The bidder shall design and implement a shared mailbox access strategy suitable for a hybrid Exchange deployment, where certain departmental, office, or branch mailboxes—currently hosted on-premises and accessed concurrently by multiple users—will be gradually transitioned to Exchange Online.

13. Support & Maintenance

- vi. The bidder shall provide 24x7 remote support and on site resource (if deemed necessary by Bank) for providing end to end support for Banks Mail messaging setup and will be flexible to resolve the issues with Email Ecosystem irrespective of the product or technology forming part of messaging solution.
- vii. The bidder shall maintain an escalation matrix up to country Head level.
- viii. The bidder shall use SLA-based ticketing tools and participate in DR drills. The bidder shall maintain and support the on-premises Microsoft Exchange (Upgraded Version), ensuring availability, patching (CU/SU), configuration integrity, and certificate renewals, VAPT closure.
- ix. The bidder shall monitor and manage Azure AD Connect services including synchronization health, error resolution, and version upgrades as per Microsoft best practices.
- x. The bidder shall ensure health and continuity of hybrid mail flow connectors, accepted domains, and rules on hybrid setup.
- xi. The bidder shall assist in updating DNS records, renewing SSL certificates, and applying configuration changes related to hybrid or Exchange Online services.
- xii. The bidder shall perform regular health checks, monitoring, and reporting of Exchange hybrid environment performance, security posture, and policy compliance.
- xiii. The bidder shall support integration with Cisco IronPort/Cisco ESA, Commvault, and Microsoft Defender for O365, and any other tools in the mail ecosystem.
- xiv. The bidder shall provide assistance for compliance audits, RCA documentation, license optimization, and Microsoft's true-up/true-down exercises.
- xv. The bidder shall assist in maintaining and fine-tuning security configurations across Exchange 2019, Exchange Online, and Microsoft 365 Defender components.
- xvi. The bidder shall provide configuration and support for DLP, Sensitivity Labels, Retention Policies, and eDiscovery.
- xvii. The bidder shall coordinate with bank teams and Microsoft (if required) for resolution of compliance-related issues or incidents.
- xviii. The bidder shall plan and execute the migration of remaining 2000 on-premises mailboxes to Exchange Online during the SLA period (if required).
- xix. The bidder shall perform prerequisite checks, migration scheduling, throttling management, and post-migration validations.
- xx. The bidder shall update hybrid configuration and related connectors post-migration, if needed.
- xxi. The bidder shall ensure minimal impact on business operations during migration and resolve all migration-related issues, including mailbox size limits, corrupted items, or throttling constraints.

- xxii. The bidder shall submit monthly reports covering system health, incident status, user migrations (if any), security posture, and any escalations or changes made to the environment.
- xxiii. The bidder shall maintain and hand over updated documentation of all configurations, licenses consumed, connectors, and system dependencies.
- xxiv. The bidder shall provide an escalation matrix with defined response/resolution times for critical, major, and minor incidents.
- xxv. The Bidder shall manage rules, databases, compliance mailboxes, and handle end-user compliance-related requests in accordance with regulatory and organizational policies.
- xxvi. The Bidder shall perform proactive monitoring, maintenance, and management of Exchange databases and Database Availability Groups (DAGs) to ensure high availability and data integrity.
- xxvii. The Bidder shall troubleshoot and resolve issues related to user mailboxes, including access problems, quota management, and mailbox performance concerns.
- xxviii. The Bidder shall manage public folders, user permissions, and related configurations to support collaboration and ensure access controls are enforced.
- xxix. The Bidder shall manage rules including transport rules, inbox rules etc, and compliance policies configured within the Exchange environment, ensuring alignment with security and communication policies.
- xxx. The Bidder shall support integration and ongoing interoperability with other business-critical devices and applications, such as Cisco ESA, DLP, Commvault, MDM platforms, third-party connectors, etc.
- xxxi. The Bidder shall manage the lifecycle of distribution groups including creation, deletion, membership updates, and access permissions based on business needs and role-based access controls.
- xxxii. The successful bidder shall be responsible for escalation handling and coordination with Microsoft.
- xxxiii. The successful bidder shall assist in licensing compliance (True-up/True-down), mailbox management, and support in case of user/license shifts
- xxxiv. The successful bidder shall perform routine health checks, reporting, and compliance audits.
- xxxv.
- xxxvi. The bidder shall submit detailed Technology Migration Plan to the Bank as part of Technical Evaluation documentation. The techno-functional requirements, as detailed in the Annexure G1 of this RFP, shall be deemed an integral component of the overall Scope of Work. The selected bidder shall be fully responsible for implementing, managing, and complying with all the techno-functional requirements throughout the duration of the contract.
- xxxvii. The bidder shall ensure full compliance with the Bank's Business Continuity policy, in line with the Reserve Bank of India's Master Direction on IT Framework for Banks, covering both on-premises and cloud components of the Hybrid Mail Messaging infrastructure. The bidder shall conduct bi-annual DR drills for all on-premises components involved in hybrid mail deployment. For Microsoft 365 (Exchange Online) and associated services, where Microsoft is the cloud service provider, the bidder shall present documented evidence of Microsoft's disaster recovery capabilities, high availability architecture, and compliance certifications, Coordinate with Microsoft or its CSP partner to obtain and share Microsoft's DR test summaries or BCP reports. The bidder shall submit detailed DR drill reports to the Bank within 10 working days of each drill.

14.Litigation Hold and Mail Retention Clause

- i. The selected Bidder shall ensure that the Microsoft 365 Exchange Online environment, configured under the licenses procured by the Bank, is provisioned to support Litigation Hold and email retention in accordance with regulatory, legal, and compliance requirements applicable to Indian Banks.
- ii.
- iii. Litigation Hold: The Bidder shall configure Litigation Hold for all user mailboxes, to preserve all mailbox content—including deleted items and original versions of modified items—for the duration specified by the Bank.
- iv. Mail Retention Policy: The Bidder shall implement a centralized mail retention policy to ensure that all email communications (sent and received) are retained for a minimum period of 8 (eight)

years or as per Banks requirement, as supported by the features available under the Microsoft 365 licenses procured by the Bank. The policy shall apply uniformly across all applicable user mailboxes.

- v. Compliance Capabilities: The solution must enable the Bank to perform content search, legal hold, and audit logging functions in compliance with applicable regulatory standards. Configuration shall ensure data availability for internal investigations, audits, and statutory requirements.
- vi. Documentation and Knowledge Transfer: The Bidder shall provide necessary documentation and training to the Bank's designated personnel for the ongoing management and monitoring of Litigation Hold and mail retention settings.

15.Multi-Factor Authentication (MFA)

- i. The Bidder shall ensure that Multi-Factor Authentication (MFA) is implemented and enforced for all users accessing Exchange Online services, in compliance with the Bank's security policies and the applicable regulatory requirements, including those prescribed by the Reserve Bank of India (RBI). MFA shall be configured based on Microsoft's recommended authentication methods.
- ii. The Bidder shall ensure enforcement of MFA using either Microsoft Entra ID (formerly Azure Active Directory) security defaults or Conditional Access Policies, as applicable under the Bank's Microsoft licensing, including Exchange Online Plan 2 and O365 E3.
- iii. The selected Bidder shall be responsible for Enabling and enforcing MFA across all identified user groups, facilitating user on boarding and registration for MFA methods, documenting MFA policies and configurations, providing necessary end-user training and awareness materials, ensuring compliance with Microsoft's Zero Trust security model and MFA best practices.

16.Security Review and Compliance

The Hybrid Mail Messaging Deployment shall be subject to a comprehensive review and formal approval by the Bank's Strategy team and Information Security Team prior to its production rollout. The selected Bidder must ensure that all security controls and configurations implemented as part of the deployment are audit-ready, fully documented, and aligned with Microsoft's recommended security baseline and best practices for Exchange Hybrid deployments and Microsoft 365 services. Compliance with the Bank's internal security policies, RBI guidelines, and other applicable regulatory requirements must be strictly ensured.

17.User Acceptance Testing (UAT) and Sign-off

- i. The Selected Bidder shall conduct User Acceptance Testing (UAT) for mailbox migration from on-premises Exchange to Microsoft Office 365 (Exchange Online) before organization-wide rollout.
- ii. UAT shall include migration of a pilot batch of mailboxes (minimum 200 mailboxes) covering:
 - Different departments
 - Shared mailboxes, distribution lists, and delegated mailboxes
 - Mobile device users (iOS/Android)
 - Users with large mailbox sizes (>10 GB)
- iii. The Selected Bidder shall provide detailed UAT Test Cases, Execution Report, and Snag/Defect Log in coordination with the Bank's IT team.
- iv. UAT shall validate (but not limited to) the following:
 - Mailbox access via Outlook Client, OWA, and Mobile
 - Mail flow (internal/external)
 - Calendar, Contacts, Delegate Access

- Shared Mailboxes & Distribution Groups
 - Archival/Online Archive Access (if applicable)
 - Data integrity, performance, and mailbox size verification
 - Test the functionality of licences procured.
- v. All Critical and High severity issues identified during UAT must be resolved by the Selected Bidder before UAT sign-off.
- vi. Issue / Defect Resolution
- All snags/defects shall be documented in the issue tracker with severity, status, and ownership & timelines for closure.
- vii. Final UAT sign-off (Annexure R) shall be conditional on closure of all Critical/High issues.

6. Location of Work

The implementation of the Hybrid Mail Messaging Infrastructure and associated support activities shall be primarily carried out across the following three key locations of the Bank:

Primary Implementation Sites

- i. Bank's Service Operations Centre
Air India Building, Residency Road, Srinagar – 190001, Jammu & Kashmir
- ii. Primary Data Center (DC)
Jammu & Kashmir Bank Ltd., Green Fort Data Center, Plot B7, Sector 132, Noida, Uttar Pradesh – 201301
 - Disaster Recovery (DR) Site
CtrlS Data Center, Mahape, Navi Mumbai, Maharashtra – 400710

Note:- All expenses (travelling/lodging, etc.) shall be borne by the successful bidder

7. Resource Deployment and Competency

The selected bidder is expected to provide a skilled and experienced team for effective & successful implementation of the project. In addition, a dedicated Project Manager must be deployed to oversee the entire implementation process. The deployed resources must meet the Bank's criteria, hold relevant certifications, and be subject to Bank-led evaluations and periodic performance reviews. For a detailed list of deployment requirements, qualification criteria, and evaluation conditions, **please refer to Annexure F – Resource Deployment and Competency Requirements.**

8. 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 Section C.

Bidders are required to submit Earnest Money Deposit (EMD) for **₹60,00,000/-** (Rupees Sixty Lacs 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.

Technical Specifications, Price Bid, Terms and Conditions and various formats for submitting the tender offer are described in the tender document and Annexures.

9. Project Delivery Milestones

The bidder shall be responsible for end-to-end delivery and implementation of the solution as per the required scope and schedule. The project shall be delivered in the following phases:

Project Phases:

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

1. Project Plan

The successful bidder shall submit a detailed Project Plan including the Solution Architecture and migration plan covering the entire implementation scope as per the RFP. The plan must be:

- Submitted within 2 weeks from the issuance of the Purchase Order (PO).
- Reviewed and accepted by the Bank through a formal Project Plan Sign-off.

Note: Failure to submit the project plan within the stipulated timeline may result in cancellation of the Purchase Order by the Bank at its sole discretion.

2. Project Milestones & Delivery Schedule

The Selected Bidder shall be responsible for the end-to-end implementation of the Hybrid Mail Messaging Infrastructure as defined in the Scope of Work. The solution must be implemented in totality within 5 months from the date of issuance of the Purchase Order (PO).

The major milestones and their expected delivery timelines are as follows:

S. No.	Milestone	Timeline [from Date of PO (T)]
1	The bidder shall initiate project kick-off and sign the Agreement (SLA, NDA, PBG), submit Escalation Matrix complete readiness assessment, submit design documentation (Solution Design Document, Architecture Diagram, HLD, LLD, DFD) and migration Approach/Plan document, on premises server sizing details	T + 1 Weeks
2	The bidder shall fulfil all pre-requisites for Hybrid Deployment and mail box migration	T +3 Weeks

3	The bidder shall complete configuring hybrid email deployment setup including security configurations as per Microsoft Best Practices	T + 4 Weeks
4	UAT Signoff - Pilot migration + Successful UAT of pilot mail boxes: The bidder shall complete pilot migration to cloud (Selected approx. 200 Mailbox successful migration)	T + 6 weeks
5	Full Migration (Go live): The bidder shall complete migration of all 7025 licenced cloud mail boxes	T + 4 months
6	The bidder shall decommission legacy setup, provide user and admin training, submit Project Closure Report (Audit reports, Reconciliation Logs, Feedback, Final Docs)	T + 5 months

Service Delivery Terms

The Selected Bidder is required to strictly adhere to the above schedule. Delays attributable to the Selected Bidder may lead to:

- Claim of Liquidated Damages
- Termination of the purchase agreement
- Forfeiture of EMD or invocation of Performance Bank Guarantee

Extension of Delivery Schedule

- In case of delays due to unforeseen circumstances, the Selected Bidder must:
- Notify the Bank in writing, stating the reason and expected duration of the delay.
- The Bank may grant a time extension at its discretion, along with a corresponding extension of the Performance Bank Guarantee.

Non-Delivery

Failure to meet the agreed project timeline will constitute grounds for:

- Annulment of the work order or award
- Invocation of the submitted Bank Guarantee

User Acceptance Testing (UAT)

The Selected Bidder shall assist the Bank in conducting comprehensive UAT as per the functional and technical scope defined in this RFP.

- A UAT Sign-off (Annexure R) will be issued only upon successful completion of all test cases.
- In case of UAT failure or delays attributable to the Selected Bidder, the Bank reserves the right to cancel the Purchase Order and invoke the Performance bank guarantee.

Operationalization of Solution

Upon successful deployment and UAT clearance, the Bank shall issue a UAT Signoff Certificate for various stakeholders of Bank including Information Security Function. Any delay in operationalizing the solution may result in:

- Cancellation of the PO

- Invocation of the Bank Guarantee

Solution Review Phase

- The solution shall undergo a 3-month Review Phase post Go-Live. During this period:
The Selected Bidder shall remain available for support, fine-tuning, and issue resolution.
The Bank may request minor modifications or enhancements, which must be incorporated at no additional cost.

Note: Each milestone shall commence only upon the successful completion and formal sign-off of the preceding milestone.

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 /PBG

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.

SECTION 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, the Bank aims to select bidder(s) /Service provider(s) who would undertake the **Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365**. 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 to the delivery of services with performance levels set out in this RFP.

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

Stage A: Evaluation of Eligibility
Stage B: Technical Evaluation
Stage C: Commercial Evaluation

The three-stage evaluation shall be done sequentially on a knock-out basis. This implies that those Bidders qualifying in Stage A will only be considered for Stage B and those 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 the 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 Criteria

The Bidders of this RFP will present their responses as detailed in this document. The response includes details / evidence 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 E 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 for 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 G. The Bank will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective bidders. The Bank plans to, at its sole discretion, waive any minor non- conformity or any minor deficiency in an offer. The Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

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

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

The bidders will submit the Technical Bid in the format as per Annexure G. 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

The Commercial Bid may be submitted as per the format in **Annexure H**. Only those Bidders scoring **70** marks or above in the technical evaluation will be short- listed for commercial evaluation.

The bank at its own discretion may undertake a reverse auction.

SECTION 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.abcpocure.com>

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

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

2. Service Provider:

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

Help Desk:

Contact Persons: Nandan Velara

Mobile No.: 9081000427 / 9904407997

Landline: 079-68136831/ 6857 / 6820 / 6843 / 6853 / 6829 /
6835 / 6863 / 6852 / 6840

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. 2500/-- 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 2500/=
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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 ₹ 60,00,000 (Rupees Sixty Lacs 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 60,00,000/=

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 I.

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. 5 th Floor, Corporate Headquarter M.A Road Srinagar
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Note: EMD is exempted for all Start-ups as recognized by DPIIT/DIPP. In case of such exemption, relevant documents/proof is to be submitted with Bid.

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of the PO issued by Bank.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.

The EMD will be refunded to:

- 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 contract value for 3 years and valid for 3 year+6 months including claim period of 6 months, validity starting from its date of issuance. The PBG shall be submitted within 30 days of the PO issued from the Bank.
- 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 contract value for a period 3 years + 6 months. The format of the PBG is given as per Annexure I. 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

- a. Three-stage bidding process will be followed. The response to the tender should be submitted in three parts: Eligibility, Technical Bid and Commercial Bid through online e-tendering portal with a tender document fee and EMD details mentioned above.
- b. 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.
- c. L1 vendor under each Scope /Section will be arrived at through Online Reverse Auction (ORA) . After ORA, if there is a large variance in the prices quoted, Bank reserves the right to call the successful bidder for a price negotiation.
- d. 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 reserves the right to reject the bid.
- e. Bank will enter into contract with the L1 bidder (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. This includes changes in taxes or similar government decisions.
- f. This contract will be awarded initially for a period of three (3) years from date of signing the contract & shall be further extended if both parties wish to continue the same terms of service.
- g. 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.
- h. If any of the shortlisted Vendors are unable to fulfil the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other participating vendors after giving 15-days" notice to the defaulting Vendor. Also, during the period of the contract due to

unsatisfactory service, Bank will have the right to cancel the contract and award the contract to other participating vendors.

7. Bidding Process

- a. The bids in response to this RFP must be submitted in three parts:
 - i. Confirmation of Eligibility Criteria
 - ii. Technical Bid" (TB) including and
 - iii. Commercial Bid" (CB)
- b. The mode of submission of Confirmation of Eligibility Criteria, Technical Bid (TB) and Commercial Bid (CB) shall be online.
- c. Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted.
- d. The Bidders who qualify the Eligibility Criteria & Technical Evaluation will be qualified for commercial bid evaluation. The successful Bidder will be determined based on the Lowest Commercial Quote (L1) after reverse auction as per the stated Commercial Evaluation process.
- e. 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.
- f. 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 Technical 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.
- g. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder.
- h. 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.
- i. No rows or columns of the tender should be left blank. Offers with insufficient information are liable to rejection.
- j. 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.
- k. 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.
- l. Modification to the Bid Document, if any, will be made available as an addendum/corrigendum on the Bank's website and Online tendering portal.
- m. 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.
- n. Prices quoted should be exclusive of GST.
- o. Applicable taxes would be deducted at source, if any, as per prevailing rates.

- p. 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.
- q. 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.
- r. 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.
- s. 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:

- a. Bids must be received at the portal and by the date and time mentioned in the "Schedule of Events".
- b. 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.
- c. Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.

9. Bid Validity Period

- a. Bid shall remain valid for duration of 06 calendar months from Bid submission date.
- b. Price quoted by the Bidder in Reverse Auction shall remain valid for duration of 06 calendar months from the date of conclusion of RA/ORR.
- c. 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

Wilful 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

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

- 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.
- No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- 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 terms of payments will be as follows against the achievement of various milestones

S. No.	Description	Project Milestone	Payment (Including Applicable Taxes)
1	One-Time Implementation Cost	Upon achievement of Project Delivery Milestones 1 to 5.	60% of One-Time Cost
2	Remaining One-Time Cost	Post achievement of all project delivery milestones and post completion of 3 month review phase	40% of One-Time Cost
2.	Mailbox Migration (cost per Mailbox)	Upon successful migration and upon achievement of Project Delivery Milestones 1 to 5	To be released in two equal batches, after a gap of one month
3	License Subscription Charges	Yearly in Advance, effective actual licence activation within Microsoft 365 admin centre and post submission of order confirmation certificate from Microsoft. The first subscription payment shall be released only after the successful completion of Project Milestone 1 to 4.	Yearly in advance

4	Comprehensive Annual Support & Maintenance Services	Includes 24x7 end to end support for entire mail messaging hybrid deployment	The payment shall be made on a Yearly in Arrears basis, effective upon successful completion of migration of all 7,025 mailboxes on Microsoft 365 Cloud.
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Additional Payment Conditions

Payments shall be released only upon acceptance of the Purchase Order and fulfilment of the following prerequisites:

- i. Signing of a Service Level Agreement (SLA) between the Bank and the selected bidder.
- ii. Signing of a Non-Disclosure Agreement (NDA) between the Bank and the selected bidder.
- iii. Submission of a valid Performance Bank Guarantee (PBG) as defined in the RFP.
- iv. No advance payment shall be made upon award of the contract for implementation or professional services.
- v. License subscription charges under the applicable Microsoft program shall be payable annually in advance, effective actual date of license activation within the Microsoft 365 Admin Center. The first subscription payment shall be released only after the successful completion of Project Milestone 1 to 4.
- vi. The Bank reserves the right to withhold or delay payments if the bidder fails to comply with any of the terms and conditions of the RFP or contract.
- vii. All payments shall be made electronically to the bidder's registered bank account after submission of valid invoices and necessary documentation.
- viii. The bidder shall provide an Order Confirmation Certificate issued by Microsoft, clearly mentioning Number and type of licenses provisioned, Microsoft licensing program name (e.g., EA, CSP, Select Plus), Licensing agreement number and details.
- ix. The bidder shall manage license entitlements under the Microsoft Agreement, including support for True-Up and True-Down in accordance with the Bank's business requirements
- x. The True-up should enable the Bank to add licences detailed in Annexure H-commercial bid, to the Microsoft Agreement when needed, at pre-agreed terms and pricing as per this RFP. The True-up is an annual inventory of products, services, users, and devices added during the year.
- xi. A true-down in a Microsoft Agreement should enable the Bank to reduce the licensed software or services count, near the annual anniversary date.

SECTION D - GENERAL TERMS & CONDITIONS

1. Standard of Performance

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

2. Indemnity

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

- (a) 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.
- (b) Claims made by the employees or subcontractors who are deployed by the Successful bidder.
- (c) Breach of confidentiality obligations by the Successful bidder.
- (d) 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 its obligations.
- (e) Any loss or damage arising out of loss of data.
- (f) Bonafide use of deliverables and or services provided by the successful bidder.
- (g) Non-compliance by the Successful bidder with applicable Laws/Governmental/Regulatory Requirements.
- (h) claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors.
- (i)

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 successful 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. No price increases due to increases in customs duty, excise, tax, dollar price variation etc. will be permitted.

6. Right to Audit

Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Bidder (including its sub-contractors /Outsourced agents). The Selected Bidder shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or persons authorized by it or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Bidder is required to submit such certification by such Auditors to the Bank. During the audit records with respect to any matters covered by this agreement shall be made available to the auditors

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

7. Force Majeure

- (a) 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.
- (b) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, pandemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.
- (c) 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.
- (d) 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 endeavour to find a solution to the problem.
- (e) 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, or sub-contractors, 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 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 and designated representative of the Bidder. If designated Officer of the Bank and representative of Bidder, for the selection of **Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365** 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 capturing details of the activity being outsourced, including appropriate service and performance standards including for the sub-contractors, if any for deliverables including Service-Level Agreements (SLAs) formalizing performance criteria to measure the quality and quantity of service levels 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 timeline 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 must 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 including sub-contractors 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 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 and storage of data (as applicable to the concerned REs) only in India as per extant regulatory requirements.
- 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:
 - Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and
 - 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 always 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. Successful Bidder shall comply with the provisions of Information Technology Act, 2000, other applicable legal requirements and standards to protect the customer data
- 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 be aware about Bank's IT/IS/Cyber security policy and must 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 fully compensate the bank 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, counterclaim and crossclaim 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

- (a) 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.
- (b) "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.
- (c) "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.
- (d) 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.
- (e) 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
 - iv. The Service provider shall notify Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information
 - v. The service provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by J&K Bank under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the agreement.

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 without prior written consent from the Bank. All the resources deployed by the bidder should be on the bidder's payroll.

In case subcontracting is warranted in interest of the project, the process of subcontracting should be clearly defined, and necessary approval should be taken from the Bank before any sub-contracting.

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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

31. Compliance with Bank Policies

The successful bidder shall be required to adhere to all existing policies, procedures, and guidelines of the Bank, including but not limited to the Information Security Policy, Acceptable Use Policy, Data Privacy Policy, and any other relevant internal policies. The bidder shall also comply with any future policies or amendments introduced by the Bank during the tenure of the contract. Non-compliance may result in penalties or termination of the contract, as deemed appropriate by the Bank.

SECTION E – ANNEXURES

Annexure A: Bid Submission Checklist

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

Annexure	Section Heading	Attached (Yes/No)	Page No. in Bid Document
A	Bid Submission Checklist		
B	Confirmation of Terms and Conditions		
C	Tender Offer Cover Letter		
D	Details of Service Provider		
E	Compliance to Eligibility Criteria		
F	Resource Deployment and Competency Requirements		
G	Technical Requirements		
H	Commercial Bid Format		
I	Bank Guarantee Format		
J	Performance Bank Guarantee		
K	Non-disclosure Agreement (NDA)		
L	Service Level Agreement (SLA)		
M	Undertaking		
N	Know Your Employee		
O	Template for Pre-Bid Queries		
P	No Deviation Certificate		
Q	CSP Checklist		
R	UAT Sign-off template		

Place:

Date:

Seal and signature of the bidder

Annexure B: Confirmation of Terms and Conditions

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

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

Dear Sir,

Sub: RFP No **Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365**

for J&K Bank dated

Further to our proposal dated, in response to the Request for Proposal for selection of vendor for **Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365**

for J&K Bank (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 C: Tender Offer Cover Letter

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

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

Dear Sir,

Sub: RFP no: _____ **Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365**

for J&K Bank dated _____

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to manage the **Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365** 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 including the conditions applicable to reverse auction 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 D: Details of Service Provider

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

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.N.	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	
13	Brief Description of after sales services facilities available with the SI/OEM	
14	Web Site address of the Company	

Place:

Date:

Seal and signature of the bidder

Annexure E: Compliance to Eligibility Criteria

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

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 whatsoever.

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

S.No	Criteria	Documents to be Submitted as Proof	Compliance (Y/N)
1	The Bidder should be a registered IT company in India under Companies Act 2013 and should have been in operation for at least five years as on date of RFP.	Copy of Certificate of Incorporation	
2	The Bidder must have valid GST Registration and PAN number allotted by the respective authorities.	Copies of GST and PAN certificates	
3	The bidder shall have a minimum audited annual turnover of ₹50 Cr in each of the last three financial years: 2022–23, 2023–24, 2024-25. (For MSEs/start-ups recognized by DIPP, the turnover is relaxed to ₹40 Cr; relevant proof to be submitted.)	UDIN backed CA certified copy of Audited Profit & Loss statements and Balance Sheets for FY 2022–23, 2023–24, 2024-25	
4	The Bidder should have a positive net worth in each of the last three financial years.	UDIN backed CA-certified audited financial documents showing net worth	
5	The Bidder must have successfully implemented at least three (3) end-to-end Microsoft Hybrid and/or Cloud-based Email Messaging Solutions within the last five (5) years. The reference projects may be from organizations in the Banking, Financial Services, and Insurance (BFSI) sector, Government, Public Sector Undertakings (PSUs), or other companies with minimum 2000 mail boxes in each project	Purchase Orders and Client Experience/Work Completion Certificates/client sign-off letters (with name and contact details of signatory)	
6	The Bidder should not be involved in any bankruptcy filing or proceedings.	Self-declaration/Undertaking by authorized signatory	

7	The Bidder should not be blacklisted by any Government Entity, Bank, BFSI, or Private Company.	Self-declaration/Undertaking by authorized signatory	
8	The Bidder must be a Microsoft Licensing Solution Partner (LSP) authorized to sell, implement, and support Microsoft solutions in India.	Valid Microsoft Licensing Solution Partner (LSP) Certificate (dated within last 6 months).	

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

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

Place:

Date:

Seal and signature of the bidder

Annexure F: Resource Deployment and Competency Requirements

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

1. **Deployment of Project Managers for Microsoft 365 Implementation oversight**
The selected bidder as part of Escalation matrix shall deploy minimum 1 dedicated Project Manager, 1 Solution architect and minimum 2 Support Engineers during implementation and for providing Annual Support.

The proposed resource should have relevant domain expertise and experience.
2. **Domain Expertise Requirement**
Project Manager: A minimum of 2 BFSI/large enterprise IT infra projects
Solution architect: A minimum of 1 hybrid migration of >5,000 mailboxes in BFSI/large enterprise
Support Engineers: A minimum experience of 2 years in O365/Exchange support in BFSI sector.
3. **Certified Resource Requirement**
Project Manager: Relevant Project Management certifications.
Solution architect, Support Engineers: Relevant Microsoft 365 / Exchange / Security certifications, or equivalent, shall be mandatory for at least one resource per category
4. **Submission of Resource Profiles**
The bidder shall submit undertaking with detailed resumes of all proposed resources, clearly indicating their domain expertise, years of experience, relevant certifications, and experience in similar banking/BFSI engagements. The Bank reserves the right to verify and assess these profiles.
5. **Bank-Led Evaluation and Approval**
All resource deployment, certification, and domain expertise claims submitted by the bidder shall be subject to Bank-led evaluation and approval. The Bank reserves the right to: (i) verify supporting documents directly with the issuing client or OEM, (ii) interview the proposed resources prior to acceptance, and (iii) reject or seek replacement of any resource not meeting the required competency or domain expertise. Final acceptance of resources shall rest solely with the Bank.
6. **Replacement and Transition Management**
In the event a deployed resource is to be replaced, the bidder shall provide a notice of at least thirty (30) days. The replacement resource must possess equal or higher qualifications and experience and shall be subject to the Bank's evaluation and approval process prior to deployment.
7. **Restriction on Unapproved Deployment**
No resource shall be deployed or replaced without prior written approval from the Bank. Any violation of this requirement may lead to penalties or other actions as specified under the contract's penalty provisions.

Place:

Date:

Seal and signature of the bidder

Annexure G: Technical Bid Format

S. No.	Criteria Category	Sub-Criteria	Supporting Documents	Max Marks
1	Bidder's Relevant Experience	The Bidder must have successfully completed at least three (3) end-to-end email migration projects involving the migration of on-premises mail systems to Microsoft cloud-based platform during the last five (5) years. Each project must have involved migration of at least 5,000 mailboxes. The projects may be for clients in Banking, Financial Services, Insurance (BFSI), Government, Public Sector Undertakings, or other companies.	Purchase Orders/Work Orders, Completion/Go-live Certificates (with name and contact details of signatory)- 2 marks per implementation	10
2	Compliance to CSP Assessment	Compliance to CSP checklist (Annexure Q)	Compliance to CSP checklist Annexure Q, duly signed and stamped	20
3	Techno-Functional Specifications	Compliance to Annexure G1: Techno Functional Requirements	Compliance to Annexure G1 duly signed and stamped	30
4	Manpower and Certification	Availability of Microsoft certified resources with 24x7 support readiness for entire contract duration	Consolidated Resources with valid Microsoft certifications (2 marks per resource)	10
5	Technical Presentation	-Understanding of RFP -Proposed Hybrid Architecture -Proposed Migration Plan -Licensing & Microsoft program Management -Project Timeline & Milestones -UAT & Go-Live Strategy	Shall be evaluated by a designated Technical Evaluation Committee	30
Grand Total				100

Place:

Date:

Seal and signature of the bidder

Annexure G1: Techno Functional Requirements

Bidders must provide detailed responses to the below techno-functional checklist. This checklist is a critical part of the technical evaluation process and should be completed thoroughly.

The completed checklist (Annexure G1) must be duly signed and submitted as part of the Technical Bid. All responses will be validated by the Technical Evaluation Committee during the evaluation phase.

Techno-Functional Requirements Table

S. No.	Techno-Functional Requirements	Compliance (Yes / No)
1	The bidder shall configure and implement the Microsoft Hybrid Mail model, integrating on-premises Exchange and Microsoft 365 (Exchange Online).	
2	The bidder shall use the Hybrid Configuration Wizard (HCW) for secure and standardized setup of hybrid mail flow.	
3	The bidder shall set up seamless mailbox migration with minimal or zero downtime during transition phases.	
4	The bidder shall provide for centralized mail flow management according to modern hybrid architecture best practices.	
5	The bidder shall provide technical documentation and user training as appropriate for Microsoft 365 and hybrid features.	
6	The bidder shall migrate PST files, shared mailboxes, and resource mailboxes, as required by the scope.	
7	The bidder shall configure compliance features, such as mail archiving, litigation hold, mail retention policy, and provide during and post-migration support.	
8	The bidder shall provide post-migration support and maintenance according to the defined service period.	
9	The bidder shall setup multi-factor authentication in line with Microsoft best practices	
10	The selected bidder shall provide end-to-end support for the complete hybrid Mail Messaging Setup during the entire contract period. The selected bidder shall be responsible for supply, installation, up gradation, integration, and maintenance of the offered hybrid solution including Microsoft Exchange (on-premises and cloud components) at Bank's Primary Data Centre Noida and DR Site Mumbai.	
11	The selected bidder shall support use of the existing Exchange CAL Enterprise licenses and newly procured 7025 Microsoft cloud licenses as per hybrid deployment model. The bidder shall ensure secure and policy-compliant mail flow across both on-premises and cloud environments, implementing necessary configurations for encryption, authentication (SPF, DKIM, DMARC etc), DLP enforcement, and secure mail routing as per the Bank's security architecture and regulatory guidelines.	
12	The selected bidder shall maintain the hybrid solution including installation of patches, VAPT closure, hotfixes, and all activities for upkeep and sustenance as released by OEM.	
13	The selected bidder shall be responsible for installation, configuration, re-configuration, re-allocation, and tuning of new/existing hardware/software for operationalization, failover, and DR testing during the contract period.	
14	The selected bidder shall provide end to end support for Banks Hybrid email deployment setup during the period of contract.	

15	The selected bidder shall ensure periodic reviews, sanity testing of the mail messaging system certified by OEM, hands-on workshops, supportability reviews, architecture reviews, and proactive information distribution including account management and regular status reporting.	
16	The selected bidder shall coordinate 24x7 with Microsoft Support for troubleshooting and provide onsite resources for major issues unresolved remotely. The bidder shall assist the Bank in responding to any Microsoft audit, license verification, or usage validation exercise during the contract period	
17	The selected bidder shall provide 24x7 incident resolution support as per the agreed SLAs, and shall have call logging and reporting mechanism	
18	The bidder shall provide support for mail boxes retained on premises including journaling. The bidder shall comply with applicable Microsoft program terms regarding data retention, exportability, and post-subscription support.	
19	The bidder shall assist in the complete migration of data from Microsoft cloud to the Bank's in-house infrastructure or to an alternate service provider, if required. The bidder shall continue providing necessary support until all services and data are successfully transitioned from the Microsoft environment.	
20	The selected bidder shall appoint a dedicated resource as a single point of contact during entire SLA duration and provide a proper escalation matrix up to Country head level.	
21	The bidder shall ensure no residual data is left on Microsoft cloud once the exit process is completed, and shall provide a data deletion confirmation. The bidder shall ensure that litigation hold, in-place hold, and compliance data remain accessible and exportable even after subscription expiry.	
22	The selected bidder shall ensure high scalability and performance in the hybrid solution without capacity issues.	
23	The selected bidder shall ensure the offered hybrid solution supports multifactor authentication, Microsoft/3rd party Mobile device management solution and secure third-party clients.	
24	The bidder shall ensure full compliance with the Bank's Business Continuity policy, in line with the Reserve Bank of India's Master Direction on IT Framework for Banks, covering both on-premises and cloud components of the Hybrid Mail Messaging infrastructure.	
25	The selected bidder shall provide support and ensure integration with existing and future applications for sending notifications/emails via SMTP relay using Banks on premises Mass mailing setup.	
26	The selected bidder shall ensure the proposed hybrid solution integrates with SOC and other security systems as per Bank's information security policy.	
27	The selected bidder shall coordinate with Microsoft or its CSP partner to obtain and share Microsoft's DR test summaries or BCP reports	
28	The selected bidder shall provide a customizable dashboard for near real-time reporting on service health, user status, etc.	
29	The selected bidder shall ensure compatibility of the proposed hybrid solution with Bank's existing Cisco ESA (Iron Port), Force point DLP, etc.	
30	The selected bidder shall support and comply with remediation of vulnerabilities and issues during the contract period.	
31	The selected bidder shall ensure optimal configuration of the hybrid solution for existing network bandwidth.	

32	The selected bidder shall assess and recommend best practices for mailing configurations including SMTP, MX, DNS, archival, etc.	
33	The selected bidder shall maintain an issue tracker and provide SOPs for cutover migration, including pre- and post-migration stages.	
34	The selected bidder shall provide SOPs for configurations, known issues, and workarounds.	
35	The selected bidder shall ensure the hybrid solution maintains logs as per Bank's requirements.	
36	The selected bidder shall prepare the domain for Exchange coexistence as part of hybrid setup.	
37	The selected bidder shall perform installation of Exchange Server roles and hybrid connectors.	
38	The selected bidder shall perform detailed setup activities including Auto discover, Certificates, Virtual directories, and Client migration.	
39	The selected bidder shall provide performance tuning support on a six-monthly basis.	
40	The selected bidder shall provide training, documentation, SOPs and ongoing knowledge support to Bank staff.	
41	The selected bidder shall validate and reconcile migrated data.	
42	The selected bidder shall assist in DR drills, functionality, coexistence, failover tests and provide MIS, analytics, manuals, SOPs, design and test documents.	
43	The selected bidder shall submit a detailed project plan, migration plan, architecture, licensing details, scope of services, and test documentation.	
44	The selected bidder shall support Microsoft's True-Up and True-Down processes and ensure coverage during mailbox scaling events.	
45	The selected bidder shall provide support for all components of hybrid mail messaging setup including but not limited to Exchange servers, journal servers, bulk mail setup, and ECP management.	
46	The selected bidder shall submit architecture diagram, HLD, LLD, DFD, firewall rules, VAPT reports, source code audit reports as and when sought by the Bank, and provide cloud security checklist, SLA, NDA, PBG duly signed and stamped.	
47	The selected bidder shall provide support for Exchange upgrades under the Software Assurance Program at no additional cost, and assist in achieving milestones required to upgrade to latest available Exchange Server Edition.	
48	The selected bidder shall support the Bank in retaining 2000 on-prem mailboxes initially and migrating them at a later stage to Microsoft Cloud under Microsoft's True-Up process (if required). the selected bidder shall Carry out the complete migration of the remaining 2,000 mailboxes to Microsoft 365 cloud at a later stage during the contract tenure, as and when directed by the Bank, Perform all necessary reconfiguration, validation, and optimization of the existing hybrid mail deployment to accommodate this additional migration, Ensure seamless coexistence, mail flow, directory synchronization, and user access throughout the change process.	
49	The selected bidder shall provide a detailed plan on the support for the Mail Messaging Solution to maintain an uptime of 99.9%, calculated on a monthly basis. The Service Uptime Agreement for the proposed solution shall include uptime commitments and clearly defined credit calculations in case the uptime is not met for any service(s).	

50	The selected bidder shall provide the Bank at least bi-annually with Disaster Recovery (DR) testing reports. The reports shall be comprehensive, covering the scope of the exercise, execution, outcomes, and recommendations.	
51	The selected bidder shall be responsible for migrating the Online Archive (In-Place Archive) mailboxes of selected users, approx. 250 GB to Microsoft 365 Exchange Online, ensuring complete retention of archival data and seamless access post-migration	
52	The selected bidder shall ensure smooth transition of all the Bank's data including mailboxes, audit trails, logs, to Bank-specified location/storage on conclusion of services. It shall be obligatory for the Service Provider not to delete any data without the written permission from the Bank.	
53	The selected bidder shall ensure services are duly audited and certified by Cert-In empanelled audit companies and shall comply with requirements under the IT Act and those stipulated by regulators.	
54	The selected bidder shall maintain an escalation matrix up to the country head level, provide a competent team for at least three years, and share health dashboards, coordinate issue resolution, and liaise with OEM.	
55	The selected bidder shall ensure the offered hybrid solution supports mailbox audit, legal hold, and other compliance-related configurations as per Bank's requirements.	
56	The selected bidder shall provide continuous support for Microsoft applicable program including True-Up and True-Down reporting, mailbox count validations, and commercial adjustments in coordination with Microsoft and Bank's procurement team.	
57	The selected bidder shall ensure seamless integration of the hybrid solution with Microsoft 365 Apps for Enterprise, enabling unified experience for Outlook, Teams, OneDrive, and other Office applications used in the Bank.	
58	The selected bidder shall ensure installation and configuration of all pre-requisites across DC/DR for the proposed hybrid setup in accordance with Microsoft best practices.	
59	The selected bidder shall provide at least 90 days of access to export all data (including mailboxes, logs, audit trails) to the Bank's in-house setup or any alternate service provider, upon subscription expiration or termination, and handhold the migration process until all data and services are successfully transitioned. The bidder shall ensure that all data, including archived and journaling mailboxes, can be exported in industry-standard formats. The bidder shall assist in the complete migration of data to the Bank's in-house infrastructure or to an alternate service provider, if required.	
60	The bidder shall be responsible for the end-to-end deployment of the hybrid mail messaging solution. The deployment would include, but not be limited to, the integration of existing Mail Transfer Agents (MTAs) with comprehensive security features, including Cisco Email Security Appliance (ESA), Force point Network DLP, and Endpoint DLP systems, etc.	

Annexure H: Commercial Bid Format

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

The Commercial Bid shall be submitted in the following format:

S.No.	Part No.	Product / Service/Description	Qty [A]	SLA Duration -3 Years [B]	UNIT Rate in INR per year [C]	TOTAL COST in INR (For 3 years) [D=AxBxC]
1	EP2-07412	O365 E3 FUSL No Teams Sub Per User	250	3		
2	EP2-07387	Teams Enterprise Sub Per User	250	3		
3	TQA-00001	Exchange Online P2 Sub Per User	6775	3		
4		One-Time Implementation Cost	1	1 (One time)		
5		Mailbox Migration from On-Premises Exchange to Microsoft Cloud	7025	1 (One time)		
6		Comprehensive Annual Support & Maintenance Services for end to end support of Exchange Hybrid Mail Messaging Infrastructure	1	3		
Grand Total				3 years		

1. All prices must be quoted in INR, exclusive of GST.
2. The prices quoted by the Bidder in this Commercial Bid shall remain firm and locked for the entire duration of the Contract period of three (3) years, without any escalation, for all items including any additional licenses or services procured under the Microsoft True-Up and True-Down mechanism.
3. The Bidder shall be obligated to supply additional licenses and associated services, as and when required by the Bank during the contract period, at the same unit rates quoted in this Commercial Bid. These additional requirements may arise due to growth in the Bank's user base or business expansion, and shall be provisioned by the Bidder in a timely manner, strictly adhering to the terms and conditions of the original agreement and in compliance with Microsoft licensing policies.
4. The quantity mentioned is indicative; actual usage may increase/decrease as per Bank's requirements.
5. If a price is left blank or quoted as zero, it shall be treated as "at no cost" or considered to be included in other line items.
6. Post reverse auction, the selected bidder shall provide detailed breakup as per the above BoM.
7. The bidder shall factor in all necessary prerequisites—whether explicitly mentioned in the above Bill of Materials (BoM) or not—that are essential for the successful completion of the hybrid mail migration project within the stipulated timelines. No additional costs shall be entertained for any such dependencies, components, configurations, or services required to meet the defined project scope and deliverables.
8. No additional cost shall be allowed post issuance of the Purchase Order or Letter of Intent.

The initial term of the contract shall be for a period of three (3) years. However, the Bank reserves the right to extend the contract, at its sole discretion, for an additional period of up to two (2) years on the same terms and conditions, subject to mutual agreement between the Bank and the selected bidder.

Place:

Date:

Seal and signature of the bidder

Annexure I: Bank Guarantee Format

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

Offer Reference No.:
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 India (hereinafter referred to as "Bank" or "J&K Bank") for **Selection of Service Provider for Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365**

(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 Schedule 1 of the RFP in accordance with 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 furnishes 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.....(Rupeesonly) 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 ofwithout 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 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:
 - a. our liability under this Guarantee shall not exceed Rs.....(Rupees.....only);
 - b. this Bank Guarantee shall be valid up to and including the date and claim period shall be up to ____; and
 - c. 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 J: Performance Bank Guarantee Format

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

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 **Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365** 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 favour 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.
 - a. Our liability under this Guarantee shall not exceed.....Rupees.....only);
 - b. 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
 - c. 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 of2025

For.....

BANK Authorized Signatory

Annexure K: Non-Disclosure Agreement (NDA)

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

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 for **Selection of Service Provider for Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365** 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 of 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/evidence 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 by 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.

Annexure L: Service Level Agreement (SLA)

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

COMPANY NAME

Bank

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Company Seal

Company Seal

This Service Level agreement ("Agreement") is made at Srinagar (J&K) 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:

1. Definitions of the terms

Term	Description
The Bank/J&K Bank	Reference to “the Bank,” “Bank,” and “Purchaser” shall be determined in context and may mean without limitation “Jammu & Kashmir Bank.”
Bidder/Vendor/Selected 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.
RFP	The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
The Contract	The agreement entered 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.
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 not limited to, Information subject to special statutory protection, legal actions, etc.

2. Compliance to RFP Scope of Work and other Terms and Conditions

Vendor shall be responsible for providing Services defined under the RFP for **Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365** in accordance with all the terms and conditions of the RFP clauses and any incidental services, functions and responsibilities not specifically described

in this RFP, but which are required for the performance and delivery of the Services in accordance with the terms of this agreement.

The bidder must comply with the terms & conditions as defined in below RFP sections:

Section A. Point 5 – Scope of Work
Section D. General Terms and Conditions
Annexure F- Resource Deployment and Competency Requirements
Annexure G-Technical Requirements
Annexure N-Know Your Employee

And other terms and conditions defined in the RFP document.

3. Service Level Management

Service Level Management is the approach Service Provider adopts to monitor, review and report the service level within the scope; manages the service in the long run; and embarks on service improvement initiatives.

4. Contract Uptime

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

- i. Any rectification required in the Application Software due to inherent bugs in the Software/ off-the-shelf software shall be rectified by the Service Provider immediately, at no additional cost with timelines as defined in the SLA.
- ii. Any requirements amendments/modifications required by bank will have to be carried out by the 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 issues immediately after reporting of the problem by the Bank to the Service Provider
- v. The OEM should have 24x7x365 Management, escalation and resolution infrastructure.
- vi. Time bound problem addressing team (onsite / offsite) for the complete contract period
- vii. Service Provider to arrange for updates required in the system to meet the changes suggested by NPCI / RBI / Govt. of India / regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines which results in penalty to the Bank would be borne by the successful bidder

The Service Provider shall guarantee an uptime of 99.9% during the contract period which shall be calculated on quarterly basis. The "**Uptime**", for calculation purposes, equals to the Total number of hours of the day in a quarter, less Downtime in number of hours. Any part of hour is treated as full hour.

The "**Downtime**" is the time between the Time of Report by the Bank and Time of Restoration/Rectification within the contracted hours. "**Failure**" is the condition that renders the solution not available to customers. "**Restoration**" is the condition when the Service Provider demonstrates that the solution is in working order and the Bank acknowledges the same.

The percentage uptime is calculated on quarterly basis as follows:

(Total hours in a quarter - downtime hours within the quarter)
----- * 100

Total hours in a quarter

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

5. Service Management

- a) The "**Uptime**", for calculation purposes, equals to the Total number of hours of the day in a quarter, less Downtime in number of hours. Any part of hour is treated as full hour.
The percentage uptime is calculated on quarterly basis as follows:

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

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

- b) The "**Downtime**" is the time between the Time of Report by the Bank and Time of Restoration/Rectification within the contracted hours. "**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 quarter 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:

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

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

- 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 period when the Application is not available due to the problem in it and shall be the interval between the times of reporting of failure to the time of completion of repair. Down Time 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.

UPTIME

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

Service Window	24*7
Uptime Commitment	99.9%
Data Availability	100%

If The Service Provider fails to maintain guaranteed/committed uptime of 99.99% on quarterly basis, Bank shall impose penalty as mentioned below on slab basis. In case the **uptime falls below** the levels as tabulated below, Bank shall impose a penalty for each percent of loss of uptime below the guaranteed level as per details below:

Uptime	Penalty /Quarter
Above 99.90%	No Penalty
99.80% to 99%	2% of the ATS/Quarter
98.99% to 97%	5% of the ATS/Quarter
97.99% to 95%	10% of the ATS/Quarter

Less than 95%	Penalty at an incremental rate of 1% (in addition to a base of 10%) of the product cost for every 0.5% lower than the stipulated uptime
---------------	---

Bank may recover such amount of penalty from any payment being released to The Service Provider, 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 Service Provider, The Service Provider 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.

However if the downtime percentage exceeds 10% or if the number of downtime occurrences is more than 10 per year, the Bank shall be within its rights to invoke the Performance Bank Guarantee submitted by the Company in regards to the supply and maintenance etc. of the solution without any notice.

The overall penalty on account of service level default is capped to a max 10% of the TCO value and thereafter, Bank has the discretion to cancel the contract. These penalty charges will be deducted from the Bank guarantee offered as part of the RFP or from any Bill payable to the Bidder. 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.

6. 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.

- Severity Level 1: Is defined as, the Service is not available or there is a major degradation in performance of the system.
- 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
- 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	01 hr.	02 hrs.	24 hrs.
Severity-2	01 hrs.	06 hrs.	48 hrs.
Severity-3	01 hrs.	12 hrs.	1 week

Penalties for Non-Compliance to Restoration and Resolution Time:

Severity Level	Restoration Breach	Resolution Breach
Severity-1	03 days of ATS per Quarter for every 2 hrs. of delay in restoration	03 days of ATS per Quarter for every 6 hours of delay in resolution
Severity-2	02 days of ATS per Quarter for every 6 hrs. of delay in restoration	02 days of ATS per Quarter for every 1 day of delay in resolution
Severity-3	01 days of ATS per Quarter for every 24 hrs. delay in restoration	01 days of ATS per Quarter for every 2 days of delay in resolution

7. Governance & Reporting

The Successful Bidder shall ensure adherence to the timelines defined in the table below during the contract period, failing which appropriate penalties shall apply. A supervisory team from the Bank's side will oversee and monitor the vendor's performance

Deliverable	Target
Daily Status Report	By 11AM of the next working day
Weekly Status Report	By 11AM of first working day of the following week
Monthly Status Report	By the 10th of the next month
As & when required – Report requested by the Regulator/ Bank / Bank appointed auditors (as and when required)	Within 24 hours from the time the request is made to the Vendor

8. Project Delivery Milestones

S. No.	Milestone	Timeline [from Date of PO (T)]
1	The bidder shall initiate project kick-off and sign the Agreement (SLA, NDA, PBG), submit Escalation Matrix complete readiness assessment, submit design documentation (Solution Design Document, Architecture Diagram, HLD, LLD, DFD) and migration Approach/Plan document, on premises server sizing details	T + 1 Weeks
2	The bidder shall fulfil all pre-requisites for Hybrid Deployment and mail box migration	T +3 Weeks

3	The bidder shall complete configuring hybrid email deployment setup including security configurations as per Microsoft Best Practices	T + 4 Weeks
4	UAT Signoff - Pilot migration + Successful UAT of pilot mail boxes: The bidder shall complete pilot migration to cloud (Selected approx. 200 Mailbox successful migration)	T + 6 weeks
5	Full Migration (Go live) : The bidder shall complete migration of all 7025 licenced cloud mail boxes	T + 4 months
6	The bidder shall decommission legacy setup, provide user and admin training, submit Project Closure Report (Audit reports, Reconciliation Logs, Feedback, Final Docs)	T + 5 months

9. Contract Period

The Contract shall be effective from date of acceptance of PO and shall be valid till (___date___), i.e. 3 years from actual licence activation within Microsoft 365 admin centre as mentioned in Microsoft portal or effective activation date mentioned in order confirmation certificate from Microsoft (___date___), unless or until terminated by Bank in accordance with the terms of this SLA. Thereafter the contract may further extend if both parties wish to continue on the mutually agreed terms and conditions subject to satisfactory performance of the vendor.

10. Payment Terms

The terms of payments will be as follows against the achievement of various milestones

S. No.	Description	Project Milestone	Payment (Including Applicable Taxes)
1	One-Time Implementation Cost	Upon achievement of Project Delivery Milestones 1 to 5.	60% of One-Time Cost
2	Remaining One-Time Cost	Post achievement of all project delivery milestones and post completion of 3 month review phase	40% of One-Time Cost
2.	Mailbox Migration (cost per Mailbox)	Upon successful migration and upon achievement of Project Delivery Milestones 1 to 5	To be released in two equal batches, after a gap of one month
3	License Subscription Charges	Yearly in Advance, effective actual licence activation within Microsoft 365 admin centre and post submission of order confirmation certificate from Microsoft. The first subscription payment shall be released only after the successful completion of Project Milestone 1 to 4.	Yearly in advance

4	Comprehensive Annual Support & Maintenance Services	Includes 24x7 end to end support for entire mail messaging hybrid deployment	The payment shall be made on a Yearly in Arrears basis, effective upon successful completion of migration of all 7,025 mailboxes on Microsoft 365 Cloud.
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Additional Payment Conditions

Payments shall be released only upon acceptance of the Purchase Order and fulfilment of the following prerequisites:

- i. Signing of a Service Level Agreement (SLA) between the Bank and the selected bidder.
- ii. Signing of a Non-Disclosure Agreement (NDA) between the Bank and the selected bidder.
- iii. Submission of a valid Performance Bank Guarantee (PBG) as defined in the RFP.
- iv. No advance payment shall be made upon award of the contract for implementation or professional services.
- v. License subscription charges under the applicable Microsoft program shall be payable annually in advance, effective actual date of license activation within the Microsoft 365 Admin Center. The first subscription payment shall be released only after the successful completion of Project Milestone 1 to 4.
- vi. The Bank reserves the right to withhold or delay payments if the bidder fails to comply with any of the terms and conditions of the RFP or contract.
- vii. All payments shall be made electronically to the bidder's registered bank account after submission of valid invoices and necessary documentation.
- viii. The bidder shall provide an Order Confirmation Certificate issued by Microsoft, clearly mentioning Number and type of licenses provisioned, Microsoft licensing program name (e.g., EA, CSP, Select Plus), Licensing agreement number and details.
- ix. The bidder shall manage license entitlements under the Microsoft Agreement, including support for True-Up and True-Down in accordance with the Bank's business requirements
- x. The True-up should enable the Bank to add licences detailed in Annexure H-commercial bid, to the Microsoft Agreement when needed, at pre-agreed terms and pricing as per this RFP. The True-up is an annual inventory of products, services, users, and devices added during the year.
- xi. A true-down in a Microsoft Agreement should enable the Bank to reduce the licensed software or services count, near the annual anniversary date.

11. 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.

12. Entire Agreement, Amendments, Waivers

- (a) 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.

- (b) Neither this Master Agreement nor any Service Attachment may be modified or amended except in writing and signed by the parties.
- (c) 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.

13. 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.

14. 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.

15. 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

16. 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: -

- i. 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
- ii. 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.

17. 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:
 - (i) Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data

- (ii) 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. Successful Bidder shall comply with the provisions of Information Technology Act, 2000, other applicable legal requirements and standards to protect the customer data.
- (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 be 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) Successful Bidder's criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

18. 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 six months 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.

Breaches any of its obligations set forth in this agreement and such breach is not cured within (30) Working Days- Cure Period after Bank gives written notice.

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.

19. 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 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.

20. Right to Audit

Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Bidder.

The Selected Bidder shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or persons authorized by it 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 Successful Bidder is required to submit such certification by such Auditors to the Bank.

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

21. 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.

22. Exit Clause

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

- i. Failure of the Successful Bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract.
- ii. Delay in delivery beyond the specified period.
- iii. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods.
- iv. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
- v. 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 six months during the contract period.

23. Force Majeure

- (a) 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.
- (b) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable.

Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, pandemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.

- (c) Unless otherwise directed by the Bank in writing, the selected bidder 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.
- (d) 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.
- (e) Notwithstanding above, the decision of the Bank shall be final and binding on the successful Company regarding termination of contract or otherwise

24. Intellectual Property Rights

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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
- (e) 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.

25. Corrupt and Fraudulent practice.

- (a) 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.

- (b) "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.
- (c) "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.
- (d) 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.
- (e) 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.

26. 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 **Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365** 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.

27. 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,

5th Floor Technology & Development Division,

Corporate Headquarters, M.A. Road, Srinagar, 190001 Jammu & Kashmir (India)

Following shall be address of Company for notice purpose:

28. Other Terms and Conditions

All eligibility requirements mentioned in Annexure -E should be complied by the bidders as applicable and relevant support documents should be submitted for the fulfilment of eligibility criteria failing which the Bids may be summarily rejected. Noncompliance of any of the criteria can entail rejection of the offer. Copies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the bank decides, originals / certified copies should be shown for verification purpose. J&K Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the bid/proposal.

1. 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.
2. 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.
3. 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.
4. Any addition, alteration, amendment, of this Agreement shall be in writing, signed by both the parties.
5. 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.
6. 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.

7. 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 M: Undertaking

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

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

Dear Sir,

Sub: RFP No For Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365 , dated 2025

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365** for J&K 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 including the conditions applicable to reverse auction 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.

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.XX/- (Rupees XX Only) and EMD of Rs.XX/- (Rupees XX Only) in Bank Transfer/Demand Draft/Bank Guarantee favouring 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 N: Know Your Employee

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

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

Dear Sir,

Sub: RFP No For Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365 for J&K Bank, dated 2025

1. We on the behalf of _____ (name of the company) hereby confirm that all the resources (both on-site and off-site) working on the Bank's project i.e. **Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365 for J&K Bank, dated 2025** for J&K Bank 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, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365 for J&K Bank, dated 2025**

Note: These details should be on the letterhead of the bidder company and each & every page should be signed by their Authorized Signatory with name and seal of the company.

Place:

Date:

Seal and signature of the bidder

Annexure O: Template for Pre-Bid Queries

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

Bidders must provide their queries on eligibility criteria, scope of work, terms & conditions etc. in format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/ comments/ suggestions/ deviation.

All inquiries must adhere to the structure detailed below to ensure clarity and facilitate efficient processing. Please submit your questions in the below template.

Bidder Name:					
Contact Person:					
Contact no / email id:					
S.N.	RFP Ref Page No.	Section No. / Clause No.	Existing Clause	Query / Clarification Sought	Bank Response
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Authorized Signatory

Place:

Date:

Name

Designation

Office Seal

Annexure P: No Deviation Certificate

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

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

Dear Sir,

This is to certify that our offer is exactly in line with your RFP for **Design, Supply, Implementation, Migration, Maintenance, and Support of Hybrid Mail Messaging Infrastructure using Microsoft Exchange Server and Microsoft 365** for J&K Bank no. _____ dated _____ and subsequent corrigenda's. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Date:

Name and Designation of Signatory:

Name of Company:

Address:

Note: This form must be signed by authorized signatory.

Annexure Q: CSP Checklist

(For Cloud Based Solution)

	Control Domain	CID	CSP Assessment Questions	Requirement	Answer (Yes/No)	Reference
		CO.01	*Do you allow customers to view your third party audit reports?	Mandatory		
		CO.02	*Do you conduct network penetration tests of your cloud service infrastructure regularly? If yes please elaborate on your test and remediation process	Mandatory		
		CO.03	*Do you conduct regular application penetration tests of your cloud infrastructure according to the industry best practices? If yes please elaborate on your test and remediation process.	Mandatory		
		CO.04	*Do you conduct internal audits regularly according to the industry best practices? If yes please elaborate on your test and remediation process.	Mandatory		
		CO.05	*Do you conduct external audits regularly according to the industry best practices? If yes please elaborate on your test and remediation process.	Mandatory		
		CO.06	Are the results of the network penetration tests available to customers at their request?			
		CO.07	*Are the results of internal and external audits available to customers at their request?	Mandatory		
	Third Party Audits	CO.08	Do you permit customers to perform independent vulnerability assessments?			
	Contact / Authority Maintenance	CO.9	Do you maintain updated liaisons and points of contact with local authorities? If yes then how frequently you validate the contacts?			
	Information System Regulatory Mapping	CO.10	*Do you have the ability to logically segment or encrypt customer data such that data may be produced for a single customer only, without inadvertently accessing another customer's data?	Mandatory		
		CO.11	*Do you have capability to logically segment, isolate and recover data for a specific customer in the case of a failure or data loss?	Mandatory		
	Intellectual Property	CO.12	*Do you have policies and procedures in place describing what controls you have in place to protect customer's data marked as intellectual property?	Mandatory		
		CO.13	If utilization of customers services housed in the cloud is mined for cloud provider benefit, are the customers' defined IP rights preserved?			

		CO.14	If utilization of customers services housed in the cloud is mined for cloud provider benefit, do you provide customers the ability to optout?			
INFORMATION GOVERNANCE	Ownership	IG.01	*Do you follow or support a structured datalabelling standard (ex. ISO 15489, Oasis XML Catalogue Specification, CSA data type guidance)? If yes please specify	Mandatory		
	Classification	IG.02	Do you provide a capability to identify virtual machines via policy tags/metadata?			
		IG.03	Do you provide a capability to identify hardware via policy tags/metadata/hardware tags?			
		IG.04	Do you have a capability to use system geographic location as an authentication factor?			
		IG.05	*Can you provide the physical location/geography of storage of a customer's data upon request?	Mandatory		
		IG.06	*Do you allow customers to define acceptable geographical locations for data routing or resource instantiation?	Mandatory		
	Handling / Labelling / Security Policy	IG.07	Do you consider all customer data to be "highly sensitive" and provide the same protection and controls across the board or you apply the controls according to the data specific classification or label?			
		IG.08	*Are mechanisms for label inheritance implemented for objects that act as aggregate containers for data?	Mandatory		
INFORMATION GOVERNANCE	Retention Policy	IG.09	*Do you have technical control capabilities to enforce customer data retention policies?	Mandatory		
		IG.10	*Do you have a documented procedure for responding to requests for customer data from governments or third parties?	Mandatory		
	Secure Disposal	IG.11	*Do you support secure deletion (ex. degaussing / cryptographic wiping) of archived data as determined by the customer?	Mandatory		
		IG.12	*Can you provide a published procedure for exiting the service arrangement, including assurance to sanitize all computing resources of customer data once a customer has exited your environment or has vacated a resource?	Mandatory		
	Nonproduction Data	IG.13	*Do you have procedures in place to ensure production data shall not be replicated or used in your test environments?	Mandatory		

	Information Leakage	IG.14	*Do you have controls in place to prevent data leakage or intentional/accidental compromise between customers in a multicustomer environment?	Mandatory		
		IG.15	Do you have a Data Loss Prevention (DLP) or extrusion prevention solution in place for all systems which interface with your cloud service offering?			
PHYSICAL ACCESS	Policy	PA.01	*Can you provide evidence that policies and procedures have been established for maintaining a safe and secure working environment in offices, rooms, facilities and secure areas?	Mandatory		
	User Access	PA.02	*Pursuant to local laws, regulations, ethics and contractual constraints are all employment candidates, contractors and third parties subject to background checks?	Mandatory		
	Controlled Access Points	PA.03	*Are physical security perimeters (fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks and security patrols) implemented?	Mandatory		
	Secure Area Authorization	PA.04	*Do you allow customers to specify which of your geographic locations their data is allowed to traverse into/out of (to address legal jurisdictional considerations based on where data is stored vs. accessed)?	Mandatory		
	Unauthorized Persons Entry	PA.05	*Are ingress and egress points such as service areas and other points where unauthorized personnel may enter the premises monitored, controlled and isolated from data storage and process?	Mandatory		
	Offsite Authorization	PA.06	Do you provide customers with documentation that describes scenarios where data may be moved from one physical location to another? (ex. Offsite backups, business continuity failovers, replication)			
	Offsite equipment	PA.07	Do you provide customers with documentation describing your policies and procedures governing asset management and repurposing of equipment?			
	Asset Management	PA.08	*Do you maintain a complete inventory of all of your critical assets?	Mandatory		
HR	Employment Agreements	HR.01	*Do you specifically train your employees regarding their role vs. the customer's role in providing information security controls?	Mandatory		
		HR.02	Do you document employee acknowledgment of training they have completed?			
	Employment Termination	HR.03	*Are Roles and responsibilities for following performing employment termination or change in employment procedures assigned, documented and communicated?	Mandatory		

INFORMATION SECURITY	Management Program	IS.01	*Do you provide customers with documentation describing your Information Security Management System (ISMS)?	Mandatory		
	Management Support / Involvement	IS.02	*Are policies in place to ensure executive and line management take formal action to support information security through clear documented direction, commitment, explicit assignment and verification of assignment execution?	Mandatory		
	Policy	IS.03	Do your information security and privacy policies align with particular standards (ISO27001, NIA, CoBIT, etc.)?			
		IS.04	Do you have agreements which ensure your providers adhere to your information security and privacy policies?			
		IS.05	*Can you provide evidence of due diligence mapping of your controls, architecture and processes to regulations and/or standards?	Mandatory		
	Baseline Requirements	IS.06	*Do you have documented information security baselines for every component of your infrastructure (ex. Hypervisors, operating systems, routers, DNS servers, etc.)?	Mandatory		
		IS.07	Do you have a capability to continuously monitor and report the compliance of your infrastructure against your information security baselines?			
		IS.08	*Do you allow your clients to provide their own trusted virtual machine image to ensure conformance to their own internal standards?	Mandatory		
	Policy Reviews	IS.09	Do you notify your customers when you make material changes to your information security and/or privacy policies?			
INFORMATION SECURITY		IS.10	*Is a formal disciplinary or sanction policy established for employees who have violated security policies and procedures?	Mandatory		
		IS.11	*Are employees made aware of what action might be taken in the event of a violation and stated as such in the policies and procedures?	Mandatory		
	User Access Policy	IS.12	*Do you have controls in place ensuring timely removal of access rights and permissions which is no longer required?	Mandatory		
		IS.13	*Do you provide metrics which track the speed with which you are able to remove access rights following a request from us?	Mandatory		
	User Access Restriction / Authorization	IS.14	*Do you document how you grant and approve access to customer data?	Mandatory		
		IS.15	Do you have a method of aligning provider and customer data classification methodologies for access control purposes?			

	User Access Revocation	IS.16	*Is timely de-provisioning, revocation or modification of user access to the organizations systems, information assets and data implemented upon any change in status of employees, contractors, customers, business partners or third parties?	Mandatory		
	User Access Reviews	IS.17	*Do you require at least annual certification of entitlements for all system users and administrators (exclusive of users maintained by your customers)?	Mandatory		
		IS.18	*If users are found to have inappropriate entitlements, are all remediation and certification actions recorded?	Mandatory		
		IS.19	Will you share user entitlement remediation and certification reports with your customers, if inappropriate access may have been allowed to customer data?			
	Training Awareness	IS.20	*Do you provide or make available a formal security awareness training program for cloud-related access and data management issues (i.e., multi-tenancy, nationality, cloud delivery model segregation of duties implications, and conflicts of interest) for all persons with access to customer data?	Mandatory		
		IS.21	*Are administrators properly educated on their legal responsibilities with regard to security and data integrity?	Mandatory		
	Industry Knowledge / Benchmarking	IS.22	Do you participate in industry groups and professional associations related to information security?			
		IS.23	*Do you benchmark your security controls against industry standards?	Mandatory		
	Roles / Responsibilities	IS.24	Do you provide customers with a role definition document clarifying your administrative responsibilities vs. those of the customer?			
	Management Oversight	IS.25	Are Managers responsible for maintaining awareness of and complying with security policies, procedures and standards that are relevant to their area of responsibility?			
INFORMATION SECURITY	Segregation of Duties	IS.26	Do you provide customers with documentation on how you maintain segregation of duties within your cloud service offering?			
	User Responsibility	IS.27	*Is your staff made aware of their responsibilities for maintaining awareness and compliance with our published security policies, procedures, standards and applicable regulatory requirements?	Mandatory		
		IS.28	Are users made aware of their responsibilities for maintaining a safe and secure working environment?			

		IS.29	Are users made aware of their responsibilities for leaving unattended equipment in a secure manner?			
	Workspace	IS.30	*Do your data management policies and procedures address customer and service level security requirements?	Mandatory		
		IS.31	Do your data management policies and procedures include a tamper audit or software integrity function for unauthorized access to customer data?			
		IS.32	*Does the virtual machine management infrastructure include a tamper audit or software integrity function to detect changes to the build/configuration of the virtual machine?	Mandatory		
	Encryption	IS.33	*Do you have a capability to allow creation of unique encryption keys per customer?	Mandatory		
		IS.34	Do you support customer generated encryption keys or permit customers to encrypt data to an identity without access to a public key certificate? (e.g. Identity based encryption)?			
	Encryption Key Management	IS.35	*Do you encrypt customer data at rest (on disk/storage) within your environment?	Mandatory		
		IS.36	*Do you leverage encryption to protect data and virtual machine images during transport across and between networks and hypervisor instances?	Mandatory		
		IS.37	Do you have a capability to manage encryption keys on behalf of customers?			
		IS.38	Do you maintain key management procedures?			
	Vulnerability/ Patch Management	IS.39	*Do you conduct network- layer vulnerability scans regularly?	Mandatory		
		IS.40	*Do you conduct application- layer vulnerability scans regularly?	Mandatory		
		IS.41	*Do you conduct local operating system- layer vulnerability scans regularly?	Mandatory		
		IS.42	*Do you have a capability to rapidly patch vulnerabilities across all of your computing devices, applications, and systems?	Mandatory		
		IS.43	Will you provide your risk- based systems patching timeframes to your customers upon request?			
	Antivirus / Malicious Software	IS.44	Do you deploy multi anti- malware engines in your infrastructure?			

INFORMATION SECURITY		IS.45	Do you ensure that security threat detection systems which use signatures, lists, or behavioural patterns are updated across all infrastructure components within industry accepted timeframes?			
	Incident Management	IS.46	*Do you have a documented security incident response plan?	Mandatory		
		IS.47	Do you integrate customized customer requirements into your security incident response plans?			
		IS.48	Do you have a CERT function (Computer Emergency Response Team)?			
		IS.49	Do you publish a roles and responsibilities document specifying what you vs. your customers are responsible for during security incidents?			
	Incident Reporting	IS.50	Does your security information and event management (SIEM) system merge data sources (app logs, firewall logs, IDS logs, physical access logs, etc.) for granular analysis and alerting?			
		IS.51	Does your logging and monitoring framework allow isolation of an incident to specific customers?			
	Incident Response Legal Preparation	IS.52	*Does your incident response plan comply with industry standards for legally admissible chain-of-custody management processes & controls?	Mandatory		
		IS.53	*Does your incident response capability include the use of legally admissible forensic data collection and analysis techniques?	Mandatory		
		IS.54	*Are you capable of supporting litigation holds (freeze of data from a specific point in time) for a specific customer without freezing other customer data?	Mandatory		
		IS.55	Do you enforce and attest to customer data separation when producing data in response to legal subpoenas?			
	Incident Response Metrics	IS.56	Do you monitor and quantify the types, volumes, and impacts on all information security incidents?			
		IS.57	Will you share statistical information security incident data with your customers upon request?			
	Acceptable Use	IS.58	Do you provide documentation regarding how you may utilize or access customer data and/or metadata?			
		IS.59	Do you collect or create metadata about customer data usage through the use of inspection technologies (search engines, etc.)?			
		IS.60	Do you allow customers to opt- out of having their data/metadata accessed via inspection technologies?			

INFORMATION SECURITY	Asset Returns	IS.61	*Are systems in place to monitor for privacy breaches and notify customers expeditiously if a privacy event may have impacted their data?	Mandatory		
		IS.62	*Is your Privacy Policy aligned with industry standards and Indian Law	Mandatory		
	e- Commerce Transactions	IS.63	Do you provide standard encryption methodologies (3DES, AES, etc.) to customers in order for them to protect their data if it is			
			required to traverse public networks? (ex. the Internet)			
		IS.64	*Do you utilize standard encryption methodologies any time your infrastructure components need to communicate to each other over public networks (ex. Internetbased replication of data from one environment to another)?	Mandatory		
	Audit Tools Access	IS.65	Do you restrict, log, and monitor access to your information security management systems? (Ex. Hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)			
	Diagnostic / Configuration Ports Access	IS.66	*Do you ensure hardening of admin workstations and Role Based Access Control to enforce the 'least privilege' principle	Mandatory		
	Network / Infrastructure Services	IS.67	Do you collect capacity and utilization data for all relevant components of your cloud service offering?			
		IS.68	Do you provide customers with capacity planning and utilization reports?			
	Portable / Mobile Devices	IS.69	*Do you allow mobile devices in your facility for administration purposes (e.g., tablets,)?	Mandatory		
	Source Code Access Restriction	IS.70	*Are controls in place to prevent unauthorized access to your application, program or object source code, and assure it is restricted to authorized personnel only?	Mandatory		
		IS.71	*Are controls in place to prevent unauthorized access to customer application, program or object source code, and assure it is restricted to authorized personnel only?	Mandatory		
	ESV Programs Access	IS.72	*Are utilities that can significantly manage virtualized partitions (ex. shutdown, clone, etc.) appropriately restricted and monitored?	Mandatory		
		IS.73	Do you have a capability to detect attacks which target the virtual infrastructure directly (ex. shimming, Blue Pill, Hyper jumping, etc.)?			

		IS.74	*Are attacks which target the virtual infrastructure prevented with technical controls?	Mandatory		
LEGAL	Nondisclosure Agreements	LG.01	*Are requirements for non- disclosure or confidentiality agreements reflecting the organization's needs for the protection of data and operational details identified, documented and reviewed at planned intervals?	Mandatory		
	Third Party Agreements	LG.02	*Can you provide a list of current 3rd party organization that will have access to the customer's (My) data?	Mandatory		

Annexure-R: UAT Sign-off Template

Project Name: _____
Phase: Mailbox Migration UAT
Pilot Batch Size: _____ Mailboxes
UAT Duration: From ____ / ____ / 20__ To ____ / ____ / 20__

1. Scope of UAT

The pilot migration has been tested for:

- Outlook Web (OWA), Outlook Client, Mobile Access
- Send/Receive internal & external mails
- Calendar, Contacts, Delegate Access
- Shared Mailboxes & Distribution Lists
- Archive/Online Archive Access
- Mailbox size and data integrity

2. UAT Summary

- Total Mailboxes Migrated (Pilot): _____
- Departments Covered: _____
- Test Cases Executed: _____
- Defects Identified: _____
- Defects Resolved: _____
- Overall UAT Status: [☐ Successful ☐ Not Successful]

3. Sign-off

email Operations Team Lead:

Name: _____ Signature: _____ Date: ____ / ____ / 20__

Vendor / Migration Partner Lead:

Name: _____ Signature: _____ Date: ____ / ____ / 20__

Project Manager / PMO:

Name: _____ Signature: _____ Date: ____ / ____ / 20__

Information Security:

Name: _____ Signature: _____ Date: ____ / ____ / 20__

IT Strategy Team:

Name: _____ Signature: _____ Date: ____ / ____ / 20__