



**Online Request For Proposal
For
Selection of bidder for end-to-end Supply, Implementation, Installation,
Configuration, Training and Maintenance of Hardware Load Balancers in HA
Configuration at Bank's DC & DR sites along with associated Licenses & Software
with a Comprehensive Onsite warranty & Support of 5 years".**

**e-RFP Ref. No: JKB/CHQ/T&D/Load-balancing/2025-1532
Dated: 04-10-2025**

**Issued By
J&K Bank
Technology & Development
5th Floor, CHQ
M.A Road, Srinagar**

SCHEDULE OF RFP

e-RFP Reference No.	JKB/CHQ/T&D/Load-balancing/2025-1532 Dated: 04-10-2025
Date of Issue of RFP	07-10-2025
RFP Description	RFP for selection of bidder for end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank's DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years
Issuer of the RFP-Department	Technology & Development Department
Bank's Communication Details	J&K Bank Technology & Development, 5 th Floor, Corporate Headquarters M.A Road, Srinagar Mr. Mir Farhat Naseem Phone No :+91-9596338800 e-mail id - mir.farhat@jkbmail.com
EMD	Rs 20,00,000/- 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
Performance Bank Guarantee	5 % of the Project Cost
Bid Document Availability including changes/amendments, if any to be issued	Document can be downloaded Bank's e-Tendering Service Portal https://jkbank.abcpocure.com/w.e.f October 07, 2025 16.00 Hrs. to October 28, 2025 17.00 Hrs.
Last date for pre-Bids queries & submission Mode	on-line through the prescribed e-Tendering portal https://jkbank.abcpocure.com October 13, 2025 17.00 Hrs.
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online on October 20, 2025

Last date and time for Bid	October 28, 2025 17.00 Hrs.										
Submission of online Bids	As prescribed in Bank's online tender portal https://jkbank.abcprocure.com										
Date and time of opening of price bid	To be notified separately										
Corrigendum	All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com only										
For e-Tender related Queries	Service Provider: M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat Help Desk: <table border="1"> <thead> <tr> <th>Sr. No</th><th>Name</th></tr> </thead> <tbody> <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> </tbody> </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 advices/clarifications. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on it.

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

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

The Bidder shall, by responding to the Bank with a bid/proposal, be deemed to have accepted the terms of this document in totality without any condition whatsoever and accepts the selection and evaluation process mentioned in this RFP document. The Bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP. All costs and expenses incurred by interested bidders in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by J&K BANK, will be borne entirely and exclusively by the Bidder.

The bidder shall not assign or outsource the works undertaken by them under this RFP assignment awarded by the Bank without the written consent of the Bank. The Bidder hereby agrees and undertakes to Indemnify the Bank and keep it indemnified against any losses, damages suffered

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

List of Abbreviations

Abbreviation	Particulars
SI	Security Integrator
FM	Facility Management
LB	Load Balancer
DC	Data Centre
DRC/DR/NLS	Disaster Recovery Centre/ Disaster Recovery/ Near LineSite
ADC	Application Delivery Controller
SSL	Secure Sockets Layer
TLS	Transport Layer Security
DNS	Domain Name System
VPN	Virtual Private Network
AMC	Annual Maintenance Cost
ATS	Annual Technical Support
OTS	Onsite Technical Support
IPSEC	Internet Protocol Security
VPN	Virtual Private Network
WAF	Web Application Firewall
SMTP	Simple Mail Transfer Protocol
NBAD	Network Behavior Anomaly Detection
MFA	Multi Factor Authentication
SSL	Secure Sockets Layer
OEM	Original Equipment Manufacturer
OSD	Original Software Developer
MPLS	Multi-Protocol Label Switching
SCD	Secured Configuration Document
HA	High Availability
OS	Operating System
DB	Database
CDN	Content Delivery Network)
SaaS	Software-as-a-Service
MSP	Managed Service Provider
DLP	Data Loss Prevention
PIM	Privilege Identity Management
SSO	Single Sign-On
HTTP	Hypertext Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
TCP	Transmission Control Protocol
ICMP	Internet Control Message Protocol
UDP	User Datagram Protocol
NAT	Network Address Translation
API	Application Programming Interface
PCI DSS	Payment Card Industry Data Security Standard
IPv4	Internet Protocol version 4

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A-INTRODUCTION

1. Brief About Bank:

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

2. Purpose of RFP

This RFP aims to Select a Service Provider for procurement and supply of hardware load balancers for bank's Datacentre (DC) and Disaster Recovery (DR) sites along with necessary licenses and softwares, ensuring High Availability (HA) configuration to maintain critical system uptime. The scope includes supplying, installing, configuring, maintaining and supporting the load balancers at both locations of the Bank for a period of 5 years. The goal is to achieve a high level of uptime, potentially 99.9%, through a cluster environment setup across web, application and database layers. Bank intends to procure Load Balancers (LBs) with 5 years comprehensive warranty as replacement for existing Radware Alteon D-7612SL on account of its End-of-Support-Life (EoSL).

Bank invites proposals from Bidders who are interested to participate in this RFP and able to fulfill the eligibility criteria mentioned under Annexure D and also in a position to comply with technical requirements and Project Scope (Annexure E & Section-4). Apart from above the Bidder must also agree to all terms & conditions of the Bank mentioned under this RFP.

The detail scope of work is mentioned under Section-4 of this RFP "Scope of Work". However, Bank reserve the right to modify/ change the scope of work at any phase of this contract before final bid submission.

The implementation, integration and migration (if required) has to be done onsite by the OEM or OEM certified resources as per OEM validated design standards and best practices. The bidder shall also engage the services of the respective OEMs, at no extra cost to the Bank, for post implementation audit and validation that the solution has been implemented as per the recommended best practices.

Bidder has to develop and maintain Standard Operating Procedures (SOP) in line with the scope of the RFP or as desired by the Bank and base line documents with respect to the day to day operations of the Proposed Solution including but not limited to vulnerability/ threat management, alert/incident management, MIS, reports & dashboards, rules creation & fine

tuning, install/upgrades, signed firmware updates, asset Integration, Business Continuity data & configuration backup, restoration, archival, change management, patch & version management, as per policies of the Bank.

As and when a new setup is to be configured onto the Load Balancer, vetting of configuration, protocol, algorithm and data flow Diagrams with respect to new applications along with their configuration & Go-Live on the Load Balancers at DC & DR shall lie under bidder's scope at no extra cost to Bank.

3. Eligibility Criteria

J &K Bank shall scrutinize the Eligibility bid submitted by the bidder. A thorough examination of supporting documents to meet each eligibility criteria (Annexure D) shall be conducted to determine the Eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.

The bidders meeting the Eligibility Criteria as per Annexure D will be considered for technical evaluation. Any credential/supporting detail mentioned in "Annexure D - Compliance to Eligibility Criteria" and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

4. Scope of Work

Through the issuance of this RFP Bank solicits proposals to procure **Hardware Load Balancers** to be installed and configured at the bank's DC and DR sites. The load balancers will be configured in an HA environment to ensure continuous service availability. The scope includes design, supplying, installation, configuration, integration, migration, documentation, training, warranty support, post warranty maintenance support and other activities related to proposed Load Balancers (LB). The successful bidder will need to provide all necessary hardware infrastructure, management server, OS, DB (if required), licenses, management console and networking equipment as part of the solution under B-2-B OEM Support during the entire contract period.

The successful bidder will be totally responsible for providing and seamless commissioning of the LB appliances into Bank's network as per given configuration.

The load balancers need to be deployed in a HA/Cluster configuration at both DC & DR separately to achieve high availability and redundancy.

The HA configuration should ensure that in case of failure of one load balancer, the other takes over automatically without interruption and impact on other tenants/vADCs.

The system should be designed to achieve a specified uptime SLA, potentially 99.9% or higher. Installation of the proposed appliance will also include migration of Policies and configurations of the existing LB onto proposed LB solution.

Bidder shall provide the latest model in the class in line with technical criteria of the BID and the model shall not be declared end of sale within 5 years from the bid submission date. If the model gets declared end of sale within 5 years, then the bidder shall provide latest LB Appliance with similar specification or higher without any additional cost to Bank.

A brief overview of the requirement is outlined below and it is mandatory for the bidder to submit its response/compliance on the following:

4.1. Design & architecture for new setup:

- a) Bidder has to review the existing setup deployed in the Bank and provide best of the design configuration by factoring proposed supplied components and existing systems/components/devices which are in use. Such design should be compiled in consultation with respective OEMs of the devices to be supplied.
- b) Bidder is responsible for formulating and recommending enterprise wide security architecture for the solution and security architecture for various applications deployed or to be deployed in the Bank.
- c) Bidder has to prepare a Secured Configuration document (SCD)/ Hardening document for systems under scope and same needs to reviewed and modified on quarterly basis or as per requirement of the bank.
- d) Implementation of the Security Audit/ Third party audit recommendations on solution devices.
- e) The Bidder has to ensure that all the devices supplied as a part of the RFP are not only compatible with each other and the devices/servers/existing solutions already deployed in the Bank but also there is proper handshaking amongst the devices.
- f) The Bidder has to provide design document for each page corresponding to functionalities mentioned under the header “Detailed scope of work” along with validation checks.
- g) Designing and implementation of high-speed back bone for interconnection between proposed equipment, for ensuring higher performance. Bidder has to supply necessary components for such inter-connectivity without additional costs to the Bank.
- h) Bidder has to factor the design of the perimeter system in a such a way that incoming and outgoing Internet traffic is segregated among multiple instances as part of optimization and resilient network or as desired by the Bank.
- i) The proposed solution should have a cyber-resilient architecture for a hardened design, for protection, detection & recovery from cyber-attacks. Devices should be deployed with the latest signed firmware updates and should receive periodic updates for performance optimization and security enhancement. Features such as Secure alerting, BIOS recovery, Trusted Platform Module 2.0 should be factored in the proposed components.
- j) Bidder has to ensure that all their proposed devices/ components to be supplied as a part of the solution should have High Availability (HA) and the same should be enabled from Day 1.
- k) The Bidder shall use the suitable IP addressing schema in accordance to existing Network and in coordination with Bank’s Network/Security team. If it is felt that IP design needs to be changed at a later date, the bidder should design the new IP Schema as per Bank requirement without any extra cost to Bank.

4.2. Supply, Implementation and Management of New devices:

The scope includes design, supplying, installation, configuration, integration, migration, documentation, training, warranty support, post warranty maintenance support and other activities related to proposed Load Balancers (LB). The successful bidder will need to provide all necessary hardware infrastructure, management server, OS, DB (if required), licenses, management console and networking equipment as part of the solution.

The successful bidder will be totally responsible for providing and seamless commissioning of the LB appliances into Bank’s network as per given configuration.

The load balancers need to be deployed in a HA/Cluster configuration at both DC & DR separately to achieve high availability and redundancy.

The system should be designed to achieve a specified uptime SLA, potentially 99.9% or higher. Installation of the proposed appliance will include migration of Policies and configurations of the existing LB.

Bidder shall provide the latest model in the class in line with technical criteria of the BID and the model shall not be declared end of sale within 5 years from the bid submission date. If the

model gets declared end of sale within 5 years, then the bidder shall provide latest LB Appliance with similar specification or higher without any additional cost to Bank.

Bidder has to broadly supply the following components to the Bank with **premium support from the OEM (24x7x365)** throughout the period of the contract with the Bank i.e. 5 years:

- a) Supply of enterprise-grade Hardware load balancer appliances in HA (High availability) configuration and should support both Active - Active and Active - Standby topology & N+1 Clustering.
- b) Bidder has to factor & supply the components, in line with the technical specifications, along with necessary components, licenses, accessories, such as connecting, **SFPs/SFP+/LCs, connecting CAT 7 Ethernet, FCIP cables, Rack rails and licenses of software, if any, etc.** Such additional components will have to be factored as a part of solution asked for in the RFP and commercials included while quoting. Bidder has to factor all consumables, accessories, other devices, etc. required to facilitate the integration of the devices with the existing device for any migration or uptime.
- c) The implementation and integration has to be done onsite by the OEM or OEM certified resources as per OEM validated design standards and best practices.
- d) The bidder shall also engage the services of the respective OEMs, at no extra cost to the Bank, for post implementation audit and validation that the solution has been implemented as per the recommended best practices.
- e) Bidder has to develop and maintain Standard Operating Procedures (SOP) in line with the scope of the RFP or as desired by the Bank and base line documents with respect to the day to day operations of the Proposed Solution including but not limited to vulnerability/ threat management, alert/incident management, MIS, reports & dashboards, rules creation & fine tuning, install/upgrades, signed firmware updates, asset Integration, Business Continuity data & configuration backup, restoration, archival, knowledge management, segregation of duties, change management, patch & version management, as per policies of the Bank. Bidder to create and modify SOP as per the requirement of the Bank periodically and from time to time, as applicable. All SOP will be reviewed by the Bank on monthly/quarterly basis.
- f) The entire data should be stored in masked/encrypted format and confirm to data privacy laws as prevailing during any time of the contract period.
- g) All the proposed components factored by the bidder must be certified and the OEM should share a copy of the certificate.
- h) MIS should be available for the entire solution and reported at intervals as desired by the Bank by the SI.
- i) The offered solution should be Comprehensive, Easy to Deploy, Robust, Scalable, Secure, Reliable, zero latency, State of art & should be in high availability to achieve the highest uptime to ensure minimum disruption of services offered to end users & to meet the current and futuristic requirement of the Bank.
- j) All the components/solution/devices supplied as a part of this RFP should be covered by 5 years' warranty from OEM. The replacement of parts, if any, during the entire period of contract will have to be provided by the OEM and should be new. Refurbished parts should not be supplied as replacement.
- k) The successful bidder shall be fully responsible for the warranty of all equipment, accessories, spare parts, including that of software items etc. against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or successful bidder any defect that may develop under normal use of supplied equipment during AMC & ATS period for the items supplied by successful bidder.
- l) All the components of the proposed solution must not be declared End-of-Life(EoL) or End of Support(EoS) during the contract period. In case any component is declared EoL/ EoS during the

contract period, Bidder has to supply new components with similar or higher specifications along with requisite licenses/software/hardware without any additional cost to the Bank.

m) In case of shifting of Bank's DC/DR, Bidder shall be responsible for de-installation at existing site and re-installation & implementation of all the devices at new site without any additional cost to the Bank. Only cost of transportation shall be borne by the Bank.

n) All devices should have support for integration with existing infrastructure e.g Firewall, core switch (Layer 3, Layer2).

o) The devices should have capabilities for integration with monitoring system (e.g Solarwinds, ITSM, APM, OEM).

4.3 Key Requirements:

All the Key Technical Requirements enumerated below shall be as per the Technical Criteria shown in Annexure-E:

Physical Specification
Performance
Multi-tenancy
Server Load-balancing /Reverse Proxy features
Redundancy
Management
Centralized management and analytics
Device Administration
Service, Support & Training
Security

4.4. Platform Capabilities supplied by the bidder:

a) Bidder must supply the appliance with hardened OS and all required licenses and console for access (if any) with all licenses bundled and supplied.

b) Platform should be able to show the historical data and logs for troubleshooting of the issues encountered at any back date.

c) Platform should be a full proxy architecture and must perform reverse proxy.

d) The Platform must have support for Hypervisor based Virtualization feature that virtualizes the Device resources— including CPU, memory, network, and acceleration resources. The Hypervisor used to virtualize the hardware should be a specialized purpose build hypervisor and should be supplied with requisite licenses.

e) The appliance should have a dedicated out-of-band Ethernet management port.

f) Should have full support IPV4 & IPV6. It should support all IPv6 scenarios.

g) Should support VLAN, LACP & Trunking.

h) The solution should not have any single point of failure like power supplies and fans etc. should have N+1 Redundancy.

i) Bidder shall provide inventory details for Load Balancer assets including licenses.

4.5. UPGRADES AND UPDATES

The successful bidder shall be required to provide all future firmware/license signed updates and upgrades for the proposed solution free of cost during contract period. If, however, the upgrades/updates are not available then the support for the implemented Solution should be available at any point of time.

The solution/components including hardware, software and licenses provided by the successful bidder should not be declared end of life or support during the contract period of the project. If at all the solution or any individual component/service/software is declared end of life/support during the contract period with the Bank, **the successful bidder has to provide the upgraded**

version of solution including the associated hardware and software, without any additional cost to the Bank.

4.6. Onsite Technical Support (OTS) Resource

A. Onsite support during implementation period till signoff

1. Bidder should engage OEM's Professional Service Resources Onsite for Designing/Deploying/ Configuring/Implementing/Integration of the Solution at DC & DR. The OEM's technical/implementation team should be an active part of the implementation team and should support throughout the solution implementation /project sign off, which should be provided without any additional cost.
2. Bidder has to engage their own resources along with Project Manager during the Project Implementation in phased manner, and should provide onsite team of required no. of skilled resources for implementation of solution during the contract period.
3. Bidder must ensure that key project personnel to be deployed in this project have been sufficiently involved in similar past installations and have adequate experience thereof to carry out trouble shooting if required, at the time of installation or in case of any issues with the installed devices in coordination with the Bank.
4. Bidder should coordinate with Bank while implementing the project and during any point of time whenever issue is raised by the Bank.
5. Bidder should keep Bank informed, if any changes take place in the proposed solution
6. Bidder should submit the escalation matrix for delivery, installation and support during the contract period, keep Bank informed, if any changes take place.
7. During implementation, bidder should not change / modify the Bank's existing IT infrastructure. The performance or security of the existing network setup and devices should not be hampered & compromised.
8. Successful Bidder has to troubleshoot and resolve the problems encountered during the implementation of the project at no additional cost to Bank. All the call logging and coordinating with the OEM Global Support along with extraction and uploading of requisite logs during the troubleshooting shall all lie under bidder's scope.
9. During configuration or migration of setups from existing LB onto the new supplied LBs, OEM/SI technical resources shall liaison with the existing SI and Bank team to understand the workflow and protocols used and take handover of the architectural design and management of the already configured components so as to ensure seamless migration of those setups in accordance to the desired configurations and protocols. In case the architectural design is not available with the Bank team; the selected vendor will have to study & design the architecture of the existing components to ensure smooth configuration or migration of setups on the new Load Balancers at DC & DR.
10. Overall management of the complete solution such as creation of policies, refinement of policies, configuration, optimization or any changes/modifications to be done for enforcing Bank's policies, etc.
11. Proactive monitoring of health of the solution, including the H/W, S/W, application, solution on various parameters such as CPU, memory, interface utilizations, etc. Reporting abnormalities to the Bank as and when observed/occurred and resolving them.
12. Involve the Bank Resources/Bank's hired Team at its DC Noida and prepare & share the SOP with the Bank Team as how to keep back up of log, configuration, data etc. Bidder shall suitably and adequately train the Bank's and its MSP team for fully and effectively manning, operating and maintaining the deliverables under this contract.

13. OEM shall hand over the following documents to the Bank and FMS team:

- Solution Requirement Document
- High Level Design (HLD)
- Low Level Design (LLD)
- Implementation Plan Document
- Standard Operating Procedure (SOP) wherever requested / needed

B. Post implementation Support

1. After implementation and Go-Live/Sign-Off, the Successful bidder has to ensure the availability of onsite resident engineer during the contract period from the date of signoff to attend and resolve the critical issues and troubleshooting or as per requirement of the Bank. The resource should be mandatorily on bidder's payroll with L3 expertise on the Load Balancers offered in this RFP and capable of resolving the issues within with least minimum downtime as specified in the Service Management/SLA section of the RFP.
2. The OEM/SI L3 resource shall be required at Bank's Data Center and/or DR site either onsite or remotely or as required by Bank for administration, operations, management, configuration and all activities related to the solution, maintenance activities including DR Drill, issue fixing etc. on all working days of the week as well as beyond office hours or on holidays, whenever asked or needed.
3. Post implementation, support at all sites will be provided by SI/OEM support engineers remotely from DC, or visit to that site in case of need like hardware fault or console not accessible, without any extra cost.
4. During DC-DR Drills (usually carried 4 times a year) Bidder has to ensure onsite deployment of the resources for conducting seamless DC-DR drills for the setups configured on the Load Balancers, or as desired by Bank.
5. Proactive monitoring of health of the solution, including the H/W, S/W, application, solution on various parameters such as CPU, memory, interface utilizations, etc., monitoring of communication/proper working of the solution with various integrated applications like Active Directory, Anti-Virus, SIEM, ATP, VA/PT tool, etc. monitoring the threshold of devices' utilization with respect to number of users, concurrent connections, etc. and reporting the same to the Bank on daily basis.
6. Preparing and submitting reports as per the requirement of the Bank. Reports will include daily health monitoring and other statistical reports. If any report is available out of the box then bidder has to customize the same as per the Bank's requirement with no extra cost. Engineer may take support from its Backend team and/or OEM if required. The report generation can be carried remotely also unless desired by the Bank.
7. Periodic Assessment of the solution for ensuring compliance and security hardening as per Bank's policies/requirements and submitting recommendations for further improvements to mitigate any possible threats, effective compliance check, better visibility and controls, etc.
8. Rectification of all audit observations (VAPT, EAPT, Source Code review etc.) within the time allocated by the Bank which shall be maximum of 7 days or less depending on the severity of the observations.
9. In case of failure of any component, bidder will be responsible for raising RMA/ calls with the OEM/ Authorized Service Provider and ensure timely resolution of any issue with the devices complying to the SLA terms to avoid penalty.
10. Call logging and follow-up with the OEM support mechanism and escalation for resolution of all types of hardware, software, Licenses, solution or application related issues for the solution within the Turn-around-time.

11. Bidder must review the process (operations and data flow) and the operational risk areas on continuous basis and provide necessary inputs in alignment with best practices and carry the remediation activities.
12. SI should analyse and periodically update all the Load balancer devices with the latest firmware from respective OEM. Such activity must be carried out in a planned manner (with prior information to Bank Team) without affecting the functionality of the device. In case downtime is required; prior approval will have to be obtained from the Bank.
13. Bidder has to ensure that deployment of the solution as a part of this RFP shouldn't affect the performance negatively of any existing setup / solution/ device/ server/etc. already existing in the Bank. The same applies to the setups that shall be re-configured on these LBs from the existing ones.
14. Root cause analysis of all incidents (as and when occur) to be provided within a specific timeline which is specified in this RFP. In case of incidents which required deeper analysis, interim report is to be submitted within a 12 Hours maximum. Non-adherence to the timeline will be treated as breach of SLA and will attract penalty. Bidder to analyse and report incidents based on severity and Post root cause analysis, suggest interim & long term controls
15. Escalate incidents as per process, suggest the requisite control measures for monitoring, reporting, control self-assessment of various load balancing and security components for various Banking applications like CBS, Internet Banking, Mobile Banking, various payment apps etc. and the associated threats addressing security concern including cyber security.
16. Bidder should share the regular advisories, latest patches, threats, vulnerabilities related to the devices and mitigation steps to be taken in Bank environment. Bidder to provide advice and analysis on new Security technologies and related issues.
17. As and when a new setup is to be configured onto the Load Balancer, vetting of configuration, protocol, algorithm and data flow Diagrams with respect to new applications along with their configuration & Go-Live on the Load Balancers at DC & DR shall lie under bidder's scope at no extra cost to Bank.
18. Migration and implementation of any setup from existing setup to the new Load balancer along with all configurations, protocols and algorithms.
19. Bidder has to factor and supply management system with redundancy at DC and DR for Load balancers or any associated tools factored as part of supply, installation and managed scope. management system to be used for deployment of various policy, monitoring of real time traffic, bug fixing should be seamless. Requisite hardware and software to be provided in commercial section as per the requirement. Requisite licenses if any also to be captured.
20. Bidder/OEM resource is required to perform the following activities other than the ones called out as part of scope of work below:
 - i. Fine tune and resolve performance issues through performance tuning and optimizations.
 - ii. Provides the required operational support to monitor the proposed web, applications & database environments on the Load Balancers.
 - iii. Support during DR testing and during actual DR situations
 - iv. Troubleshooting day to day issues, faced by end users, pertaining to proposed solution in coordination with Bank's Network Team, desktop management team or other relevant teams.
 - v. Maintaining the inventory of all nodes, VMs etc. connected throughout the Bank's Load Balancers (managed through Central Management Console) along with device IP address, MAC address, present location, switch IP and switch port numbers used for connectivity, type of devices connected, etc.

Any scope implicit or explicit to keep the end-to-end solution Up and Running for the whole period of contract shall lie under the scope of the Resource.

The non-delivery of services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP. The onsite engineers/representative deployed by the successful bidder will not claim any benefit from the Bank and any loss or damage to the Bank due to them will be the sole responsibility of the Successful bidder.

C. Warranty Support Services:

The system/solution and licenses should be covered under comprehensive on-site warranty for a period of five years with back-to-back support with the OEM. The support during warranty period shall be for all the hardware with associated underlying software, licenses, allied components etc. supplied. Bidder will have to provide a post-installation warranty support as per the terms mentioned below:

Warranty & Support shall cover the following: -

- i. Service support should be available on 24 x 7 x 365 basis.
- ii. Any issue with any of the supplied components and its associated firmware/ software should be rectified during the full period of the contract.
- iii. Support would cover signed updates/ maintenance patches/ bug fixes for system software & firmware patches/bug fixes, if any, for hardware without any additional cost.
- iv. The successful bidder should provide on-site preventive maintenance on regular interval i.e. quarterly through its own certified resources. Atleast twice in a year, the preventive maintenance shall have to be done through OEM resources.
- v. Free of cost version upgrade/ customization will be done by bidder whenever new version of firmware/software is released.
- vi. The bidder to note that, the Bank reserves the right to modify/update the parameter files/configuration after feasibility check by the successful bidder. The feasibility of same should be informed to the Bank.
- vii. The bidder to submit detailed Root Cause Analysis for solution related issues/failures.
- viii. Any coordination with the OEM for support should be carried out by the bidder engineer.
- ix. The bidder to note that, only under exceptional conditions remote access for devices would be provided. Under all other circumstances bidder to provide on-site support in case of troubleshooting and issues.

Warranty should not become void if the Bank buys any other supplemental hardware from third party and installs it with/in these machines. However, the warranty will not apply to such hardware items installed.

In case of significant failures of specific component entire hardware/ equipment has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time.

D. Post implementation Onsite L3 Support for 6 months.

Post implementation and Go-Live, bidder needs to deploy an L3 Resident Engineer Onsite in Bank's premises (Noida Location) for a period of 6 months to carry out all the end-to-end scope implicit or explicit in the scope of work above to keep the solution Up and Running as per Bank's requirement.

E. Call Logging & Escalation:

- i. The OEM must provide technical support. The OEM must provide the dedicated login credentials to Bank with highest level permissions to search knowledge base, downloading of the patches, documents and to manage the device. Bank should be able to raise tickets directly to OEMs as well as to bidders for alignment of resources.
- ii. Bank should have a facility to log a call using web interface wherein all the support contract details should be linked. This interface should provide the incident number for monitoring the progress of the call/support ticket. The Bank should also have flexibility to log the calls using either emails/telephone also.
- iii. The OEM should have a comprehensive known error database or knowledge database in the form a web access which is accessible to Bank team for resolving first level issues. This is not a local database maintained to track incidents. This repository is the knowledge base of all the incidents resolved worldwide by the successful bidder support teams.
- iv. The warranty support may be terminated by the Bank after giving three months' notice in case of deficiency in services. Bank may extend the AMC/ATS term for two terms of 1 year each on mutually agreed commercials and same terms and conditions.

4.7. License

- i. Bidder shall provide all technical specifications, all necessary entitlements, papers of license, etc. for both hardware and software of all equipment covered in this RFP to the Bank.
- ii. Bidder shall supply BANK with required licenses in the name of BANK to access and use the Software supplied through this RFP. Such licenses to access and use the software shall be non-exclusive, fully paid up, irrecoverable, and valid throughout BANK offices.
- iii. Bidder must mention all feasible additional features can be activated on proposed appliance by purchasing additional license and must propose as optional
- iv. **All licenses in the solution should be perpetual (should not be subscription model) with comprehensive support for 5 years.**
- v. All the warranties held by or in the name of the Bidder shall be assigned or transferred "As Is" in the name of the Bank. Bidder shall execute any and all such documents as may be necessary in this regard with OEMs.
- vi. Bidder shall return all confidential information and will sign-off /acknowledge the return of such confidential information.

4.8. Documentation

1. Bidder should submit the solution architecture with the entire components, and this should include detailed description about the solution including the architecture diagram.
2. Bidder should plan, design, integrate, implement, rollout, manage and test the solution to cater to Bank requirements.
3. Bidder should submit a general description of the techniques, approaches and methods to be used in completing the project.
4. Bidder should provide a user guide on specific customization carried out on Bank environment.
5. Bidder should prepare and supply the standard configuration/ backup/compliance/reporting/alerting etc. templates as per Bank's requirement.
6. Bidder should provide below mentioned documents in coordination with OEM.
 - a) Detailed Project Plan
 - b) Bank Network requirement document.

- c) High level & low-level design document.
- d) Network device configuration documents.
- e) Detailed network logical and physical topology diagram with IP Addressing, routing and switching strategy.
- f) Standard Operation Procedure documents (SOP).
- g) Hand over document
- h) Best Practices Document and User Manual
- i) User Training Manual
- j) Drill SOP

4.9. TRAINING

The successful bidder shall impart free of cost complete administration and customisation training & for day-to-day maintenance of offered solution for a period of 4 weeks and for upto 5 officials of the Bank or Managed Service Partner (MSP) preferably in Delhi/NCR within 1 month after sign-off and completion of implementation. The training should cover complete administration & day to day maintenance of the solution and should be classroom based.

4.10. INSURANCE

The hardware/equipment to be supplied under the contract period shall be fully insured by the bidder till final signoff between the Bank and the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and integration. Bank will not be responsible for any loss to the bidder on account of non-insurance to any equipment or services. All expenses towards insurance shall be borne by the successful bidder.

4.11. INCIDENTAL SERVICES

The successful bidder shall be required to provide all but not limited of the following services, including additional service, if any relating to:

- i) Performance or supervision of on-site assembly, installation, implementation and /or start-up of the hardware/ goods/ services;
- ii) Furnishing of detailed operations, SOP and maintenance manual for each unit of the hardware/ goods/ services;
- iii) Training of the Bank's personnel on-site, start-up, maintenance, and / or repair of hardware/ goods/ services.

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work above, would still form part of this assignment, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank to deploy the setup in a working condition as per Bank's requirement. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the Project Scope.

5. Location of Work

1. Data Center Noida

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

2. DR Mumbai

CtrlS Data Center,
 Mahape, Navi Mumbai,

6. Invitation for Tender Offer

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

The prospective bidders are advised to note the following: The interested bidders are required to submit the Non-refundable RFP Application Fees of ₹2500 by way of NEFT, details of which are mentioned at clause of Earnest Money Deposit in Part C.

1. Bidders are required to submit Earnest Money Deposit (EMD) for ₹20,00,000/- (**Rupees Twenty Lacs**). The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank acceptable to the Bank. Offers made without EMD will be rejected.
2. Technical Specifications, Price Bid, Terms and Conditions and various formats for submitting the tender offer are described in the tender document and Annexures.

Note:- Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSEs) / Start-ups. The bidders who are MSE have to submit necessary document issued by NSIC and the bidders who are start-ups have to be recognized by Department of Industrial Policy & Promotion (DIPP)

7. Project Delivery Milestones

Post issuance of PO the Bank expects the bidder to meet the delivery Milestones as per the following schedule:

S.No	Milestone	Timeline
1	Purchase Order from J&K Bank to successful bidder	Week-0
2	System Study and finalization of Deployment architecture	Week-1-2
3	Submission of Project Plan detailing each task with target date	Week-3-4
4	Delivery of Hardware	Week 5-8
5	Power-on, Basic Installation, integration and configuration of all devices along with licenses & software	Week 9-10
6	Completion of all work with Go-Live including host integration and existing migration etc.	Week 12
7	Training to 5 staff members for 4 weeks post Sign-Off and completion of all work. .	Week 13-14
8	L3 Onsite Resource Deployment for 6 months	Post Sign-Off

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

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

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

EXTENSION OF DELIVERY SCHEDULE:

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

NON-DELIVERY:

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

OPERATIONALIZATION OF SOLUTION:

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

REVIEW:

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

B-EVALUATION PROCESS

The endeavor of the evaluation process is to find the best fit Solutions as per the Bank's requirement at the best possible price. The evaluation shall be done by the Bank's internal committees formed for this purpose. Through this RFP, Bank aims to select bidder(s) /Service provider(s) who would undertake **Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank's DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite Support warranty of 5 years.** The bidder shall be entrusted with end to end responsibility for the execution of the project under the scope of this RFP. The bidder is expected to commit for the delivery of services with performance levels set out in this RFP.

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

Stage A. Evaluation of Eligibility

Stage B: Technical Evaluation

Stage C. Commercial Evaluation

The three-stage evaluation shall be done sequentially on knock-out basis. This implies that those Bidders qualifying in Stage A will only be considered for Stage B and those bidders qualifying Stage B will be considered for Stage C. Please note that the criteria mentioned in this section are only indicative and Bank, at its discretion, may alter these criteria without assigning any reasons. Bank also reserves the right to reject any / all proposal(s) without providing any specific reasons. All deliberations and evaluations performed by Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any Bidder of this RFP.

Stage A-Evaluation of Eligibility

The Bidders of this RFP will present their responses as detailed in this document. A mandatory compliance threshold of 100% for technical parameters is required. The Response includes details / evidences in respect of the Bidder for meeting the eligibility criteria, leading the Bank to evaluate the Bidder on eligibility criteria. The Bidder will meet the eligibility criteria mentioned in Annexure D in this document individually. Bank will evaluate the Bidders on each criterion severally and satisfy itself beyond doubt on the Bidders ability / position to meet the criteria. Those Bidders who qualify on all the criteria will only be considered as "Qualified under Stage A" of evaluation and will be considered for evaluation under Stage B. Those Bidders who do not qualify at this Stage A will not be considered for any further processing. The EMD money in respect of such Bidders will be returned on completion of the Stage A evaluation. Bank, therefore, requests that only those Bidders who are sure of meeting all the eligibility criteria only need to respond to this RFP process.

Stage B-Evaluation of Technical Bid

All technical bids of bidders who have Qualified Stage A will be evaluated in this stage. The bidders should meet the technical requirements as mentioned in the Annexure E, as is or higher. 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.

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 comply with the Technical criteria (either as is or with higher configuration) will be considered as "Qualified under Stage B" and will be considered for evaluation under Stage C. Those who do not meet the technical criteria will not be considered for further evaluation and their EMD will be returned.

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

Stage C-Evaluation of Commercial Bid

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

The bank at its own discretion shall undertake reverse auction for best price discovery.

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: Sandhya Vekariya - 6352631968
Suraj Gupta - 6352632310
Ijlalaeahmad Pathan - 6352631902
Imran Sodagar - 9328931942

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.

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.

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/=

The Bidder shall solely bear all expenses whatsoever associated with or incidental to the preparation and submission of its Bid and the Bank shall in no case be held responsible or liable for such expenses, regardless of the conduct or outcome of the bidding process including but not limited to cancellation / abandonment / annulment of the bidding process.

4. Earnest Money Deposit

Prospective bidders are required to submit Earnest Money Deposit (EMD) of INR 20,00,000 (Rupees Twenty 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 20,00,000/-

In case of a Bank Guarantee from a Foreign Bank, prior permission of the Bank is essential. The format of Bank Guarantee is enclosed in Annexure G.

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

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

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

The EMD will be refunded to:

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

5. Performance Bank Guarantee (PBG)

The successful bidder/s shall need to furnish unconditional performance bank guarantees (other than Jammu & Kashmir Bank) from any scheduled commercial bank in India, for 5% of the total order value for a period 5 years + 6 months. The format of the PBG is given as per Annexure F. The PBG shall be submitted within 30 days from the date of acceptance 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.

The Performance Bank Guarantee will be furnished for due performance of the complete Solution/services, In case the Bank extend the period of services for one or more year, the validity of the Performance Bank Guarantee shall also have to be extended for the period covering the extension of the services (if any) and the same to be submitted to the bank.

6. Tender Process

- i. Three-stage bidding process will be followed. The response to the tender should be submitted in three parts: Eligibility, Technical and Commercial Bid through online e-tendering portal with a tender document fee and EMD details mentioned above.
- ii. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the RFP. Any Bid, which stipulates conditions contrary to the terms and conditions given in the RFP, is liable for rejection. Any decision of Bank in this regard shall be final, conclusive and binding on the Vendor.
- iii. L1 vendor(s) will be arrived at through Online Reverse Auction (ORA). After ORA, Bank reserves the right to call the successful bidder for a price negotiation.
- iv. On conclusion of ORA, the Successful Bidder (L1) shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 7 days from the date of the ORA, the Bank reserve the right to reject the L1 Bidder's Bid and make procurement from the L2 or L3 Bidder.
- v. Bank will enter in to contract with the L1 bidder(s) (in normal cases). Rates fixed at the time of contract will be non-negotiable for the whole contract/SLA period and no revision will be permitted subject to Bank review. This includes changes in taxes or similar government decisions.
- vi. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided by the vendor is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the vendor. Bank's decision in this regard will be final.
- vii. If any of the shortlisted Vendors are unable to fulfil the orders within the stipulated period, Bank will have the right to allot those unfulfilled orders to other participating vendors, after giving 15-days" notice to the defaulting Vendor, provided the next vendor (L2) matches the rate fixed. Also during the period of the contract due to unsatisfactory service, Bank will have the right to cancel the contract and award the contract to other participating vendors.

7. Bidding Process

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

- a. Confirmation of Eligibility Criteria
 - b. Evaluation of Technical Bids
 - c. Commercial Bid" (CB).
- ii. The mode of submission of Confirmation of Eligibility Criteria, Technical Bids and Commercial Bid (CB) shall be online.
 - iii. The Bidders who qualify the Eligibility & Technical Criteria will be qualified for commercial bid evaluation. The successful Bidder(s) will be determined based as per the stated Commercial Evaluation process.
 - iv. Bidders are permitted to submit only one Bid and relevant Commercial Bid. More than one Bid should not be submitted.
 - v. 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.
 - vi. Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount / Bank Guarantee in lieu of the same should accompany the Bid. Bidders, who have not paid Cost of RFP and Security Deposit (EMD amount) will not be permitted to participate in the bid and bid shall be summarily rejected.
 - vii. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder'
 - viii. 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.
 - ix. No rows or columns of the tender should be left blank. Offers with insufficient information are liable to rejection.
 - x. 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.
 - xi. 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.
 - xii. Modification to the Bid Document, if any, will be made available as an addendum/corrigendum on the Bank's website and Online tendering portal.
 - xiii. 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.
 - xiv. Prices quoted should be exclusive of GST.
 - xv. Applicable taxes would be deducted at source, if any, as per prevailing rates.
 - xvi. 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.
 - xvii. 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.

- xviii. 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.
- xix. The Bidder shall bear all the costs associated with the preparation and submission of its bid and the bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

8. Deadline for Submission of Bids:

- i. Bids must be received at the portal and by the date and time mentioned in the "Schedule of Events".
- ii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted at the portal by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- iii. Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.

9. Bid & Price Validity Period

- i. Bid shall remain valid for duration of 06 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse Auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA/ORR.
- iii. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

10. Bid Integrity

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

11. Cost of Bid Document

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

12. Contents of Bid Document

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility of Bidders and shall be summarily rejected.
- iii. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.
- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in **English**.

13. Modification and Withdrawal of Bids

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received at the portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

14. Payment Terms

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

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

Item	Payment Terms	Documents to be Submitted
Product Cost (Hardware, Software, OS etc) along with Other accessories & Cables (Power cords, Ethernet, Fibre Cables etc) with Comprehensive Onsite Warranty & support of 5 years with Part replacement SLA <= 4 hrs.	55% against Delivery of all Devices/Hardware along with applicable Licenses & Software.	➤ Original delivery Challans dully stamped and signed by the Bank Official of each site. ➤ Bill of Materials (BOM) verification report signed by Bank Official. Complete inventory details along with serial numbers of LBs delivered. ➤ Confirmation letter from the OEM mentioning the serial number of LB and additional components along with underlying software, licenses, allied

		components (i.e. Operating System etc. if any) and warranty details.
All integrated and bundled License and Software cost along with cost of licenses to monitor and manage and carry reporting of the whole solution through a Console with Comprehensive Onsite Warranty & support of 5 years (As per PO)	10% against Delivery and installation and configuration of all licenses and Software in the Devices/Hardware along with support for 5 years.	➤ License details verification report signed by Bank Official. Complete licenses details along with Qty, Serial numbers and support expiry dates.
One-time Implementation ,Installation & Configuration Cost necessarily to be carried by the OEM or OEM Certified Resources.	10% against successful Installation, Implementation, configuration and Commissioning of whole solution (Devices/Hardware/Licenses/Cluster Config) at both locations with satisfactory functioning and on submission of invoices.	➤ Installation & configuration report/mail (dully stamped and signed by the Bank Official of each site along with the signature of the engineers from vendor / OEM) after successful installation, configuration and satisfactory functioning and Go-Live of desired setups of the Bank.
Migration and/or configuration activities from Old Radware LB onto new LB at DC & DR to be carried by OEM Certified Resources.	10% after successful migration of desired setups from Old Radware LB along with their properly functioning in Active-Active or Active-Passive Configuration.	➤ Migration Sign-off Letter from Bank official/PMO confirming the criteria.
Sign-Off on whole solution along with functioning of setup as per Bank's Requirement for a minimum period of 6 months with all migrations and configurations completed and One successful DC-	5% PO Value to be disbursed after Sign Off and successful completion of 1 DC-DR Drill on the appliances and configured setups along with submission of Bank Guarantee from any Scheduled Commercial Bank for 2 % cost of the Purchase Order and valid till SLA period.	➤ Sign-off Letter from Bank official/PMO confirming smooth functioning of the whole solution with all configurations.

DR drill carried on the solution.		➤ Successful completion of the DC-DR Drill on the solution. ➤ Installation of necessary upgrades in Version/Firmware / Microcodes / OS along with VAPT Closure (if any) ➤ BG Submission for 2% PO value.
Training for complete administration and customisation of offered solution for 4 weeks and for upto 5 officials of the Bank/MSP within 1 month after sign-off and completion of implementation.	3% of the Order Value to be released post imparting training to the Bank Team/MSP Team for 4 weeks.	➤ Signoff from Bank Team that the training covering complete administration & day to day maintenance of the solution has been imparted to the best efforts of the Bidder.
Hardware and Software/ Licenses Comprehensive Warranty & support from 2 nd Year to 5 th Year.	1% of the Order Value to be released at the end of each subsequent year from Year 2 to Year 5 (Total 4%) OR 4% shall be paid 6 months after Sign Off, on submission of Bank Guarantee from any Scheduled Commercial Bank for 2 % cost of the Purchase Order and valid till SLA period. The BG shall be invoked in a case the yearly PM reports & configuration & Creation of any new Vadc, configuration of any new supported protocol, necessary upgrades in Version/Firmware/ Microcodes/ OS (if any) along with VAPT Closure (if any) or other tasks is not carried and submitted.	➤ Signed yearly PM reports & configuration & Creation of any VADC, implementation of any new supported protocol, installation of necessary upgrades in Version/Firmware/ Microcodes/ OS (if any) along with VAPT Closure (if any) along with other related activities.
L3 Resource Cost for 6 months post Sign-off and Handover to keep the solution UP and Running and carry out any changes as per Bank's requirement.	3% of the Order Value to be released quarterly in arrears.	➤ Quarterly in arrears post deducting penalty against absence days.

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

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Dated: 04-10-2025



- b) Post Signing of Service Level Agreement (SLA) between Bank and Successful bidder.
- c) Post Signing of Non-Disclosure Agreement (NDA) between Bank and Successful bidder.
- d) Sign off from Bank at various stages.
- e) All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
- f) L3 resources payment shall be released Quarterly in arrears post deducting penalty against absence days on pro-rate basis.

C - 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

Successful bidder undertakes to keep the J&K Bank indemnified in case of any loss or damage howsoever arising out of or related to breach of contract, statutory duty or negligence by the successful bidder in performance of the contract. The Successful Bidder shall indemnify and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees), relating to or resulting from: -

- i. Intellectual Property infringement or misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- ii. Claims made by the employees who are deployed by the Successful Bidder.
- iii. Breach of confidentiality obligations by the Successful Bidder,
- iv. Negligence (including but not limited to any acts or omissions of the Successful Bidder, its officers, principals or employees) or misconduct attributable to the Successful Bidder or any of the employees deployed for the purpose of any or all of the its obligations,
- v. Any loss or damage arising out of loss of data;
- vi. Bonafide use of deliverables and or services provided by the Successful Bidder;
- vii. Non-compliance by the Successful Bidder with applicable Laws/Governmental/Regulatory Requirements.

The Successful Bidder shall be responsible for any loss of data, loss of life etc. due to acts of its representatives, and not just arising out of negligence or misconduct, as such liabilities pose significant risk.

It is hereby agreed that the above said indemnity obligations shall apply notwithstanding anything to the contrary contained in this RFP/subsequent Agreement.

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 (except GST). No price increase due to increases in customs duty, excise, tax, dollar price variation etc. will be permitted.

6. Right to Audit

Bank reserves the right to conduct an audit/ ongoing audit of the 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 the 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.

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.

7. Force Majeure

- i. The Selected Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- ii. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractors fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, pandemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.
- iii. Unless otherwise directed by the Bank in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the contractor shall hold consultations in an endeavor to find a solution to the problem.
- v. Notwithstanding above, the decision of the Bank shall be final and binding on the successful bidder regarding termination of contract or otherwise.

8. Publicity

Bidders, either by itself or through its group companies or Associates, shall not use the name and/or trademark/logo of Bank, in any sales or marketing publication or advertisement, or in any other manner.

9. Amendments

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

10. Assignment

The Selected Bidder shall not assign, in whole or in part, the benefits or obligations of the contract to any other person. However, the Bank may assign any of its rights and obligations under the Contract to any of its affiliates without prior consent of Bidder.

11. Applicable law and jurisdictions of court

The Contract with the selected Bidder shall be governed in accordance with the Laws of UT Of J&K read with laws of India so far as they are applicable to the UT of J&K for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Srinagar (with the exclusion of all other Courts). However, the services from the bidder during the period of dispute or pending resolution shall continue as far as is reasonably practical.

12. Resolution of Disputes and Arbitration clause

The Bank and the Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank and designated representative of the Bidder. If designated Officer of the Bank and representative of Bidder, “ **for end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank’s DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years**” are unable to resolve the dispute within reasonable period, which in any case shall not exceed 30 days, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and Bidder respectively. If even after elapse of reasonable period, which in any case shall not exceed 30 days, the senior authorized personnel designated by the Bank and Bidder are unable to resolve the dispute amicably OR any party fails to designate its officer/representative/ senior authorized personnel within 30 days from the date of request in writing for the same by the other party for amicable settlement of dispute, the same shall be referred to a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and the venue of the arbitration shall be at Srinagar. The language of the arbitration proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.

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

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

14. ‘NO CLAIM’ Certificate

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

15. Cost and Currency

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

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

16. No Agency

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

17. Project Risk Management

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

18. Information Security:

- a. The Successful Bidder and its personnel shall not carry any written material, layout, diagrams, hard disk, flash / pen drives, storage tapes or any other media out of J&K Bank's premises without written permission from J&K Bank.
- b. The Successful Bidder's personnel shall follow J&K Bank's information security policy and instructions in this regard.
- c. The Successful Bidder acknowledges that J&K Bank 's business data and other proprietary information or materials, whether developed by J&K Bank or being used by J&K Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to J&K Bank; and the Successful Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Successful Bidder to protect its own proprietary information. Successful Bidder recognizes that the goodwill of J&K Bank depends, among other things, upon the Successful Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Successful Bidder could damage J&K Bank. By reason of Successful Bidder's duties and obligations hereunder, Successful Bidder may come into possession of such proprietary information, even though the Successful Bidder does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the

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

- d. Successful Bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by J&K Bank, whichever is earliest, return any and all information provided to Successful Bidder by J&K Bank, including any copies or reproductions, both hardcopy and electronic.
- e. That the Successful Bidder and each of its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses. Without limiting the foregoing, the Successful Bidder and its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses.
- f. The Successful Bidder shall certify that to the knowledge of the Successful Bidder, there has been no security breach or other compromise of or relating to any information technology and computer systems, networks, hardware, software, data, or equipment owned by the Successful Bidder or its subsidiaries or of any data of the Successful Bidder's, the Operating Partnership's or the Subsidiaries' respective customers, employees, suppliers, vendors that they maintain or that, to their knowledge, any third party maintains on their behalf (collectively, "IT Systems and Data") that had, or would reasonably be expected to have had, individually or in the aggregate, a Material Adverse Effect, and
- g. That the Successful Bidder has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to its IT Systems and Data;
- h. That the Successful Bidder is presently in compliance with all applicable laws, statutes, rules or regulations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification. Besides the Successful Bidder confirms the compliance with Banks Supplier Security Policy.
- i. That the Successful Bidder 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.
- j. That the Successful Bidder shall be responsible for establishing and maintaining an information security program that is designed to:
 - o Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and

- 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.
- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. 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.
- p. 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.

- q. The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Besides bank will be at liberty to blacklist the bidder and take appropriate legal action against bidder.
- s. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and Successful Bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners.

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

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

20. Statutory Requirements

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

21. Bidder Utilization of Know-how:

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

22. Corrupt and Fraudulent practice:

- i. It is required that Successful Bidder observe the highest standard of ethics during the procurement and execution of such contracts and not to indulge in any corrupt and fraudulent practice.
- ii. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- iii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid

prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

23. Solicitation of Employees

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

24. Proposal Process Management

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

25. Confidentiality Provision

- a) The bidder shall hold in confidence all the information, documentation, etc which shall come to their knowledge (Confidential Information) and shall not disclose or divulge confidential information to any third party or use Confidential Information or any part thereof without written consent of the Bank.
- b) Confidential Information means information which is by its nature confidential or is designated by the bank and confidential information and includes:
 - i. All information marked or otherwise designated as confident.
 - ii. Information which relates to the financial position, the internal management structure, the Personnel , policies and strategies of the Bank
 - iii. Data of the bank, customer lists, customer information, account information, and business information regarding business planning and operation of the Bank or otherwise information or data whether such data is permanent or otherwise

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

- i. Which at the material time was in public domain other than breach of this clause; or
- ii. Which is required to be disclosed on account of order of any competent court or tribunal provided that while disclosing any information, Bank shall be informed about the same vide prior notice unless such notice is prohibited by applicable law.

26. Sub-Contracting

The services offered to be undertaken in response to this RFP shall be undertaken to be provided by the L1 bidder/s directly employing their employees, and there shall not be any sub-contracting. All the resources deployed by the bidder should be on the bidder's payroll.

27. Reverse Auction

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

28. Award Notification

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

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

29. Suspension of Work:

The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension or reinstatement of the work to the Successful Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension.

30. Taxes and Duties:

- i. Successful Bidder will be entirely responsible for all duties, levies, imposts, costs, charges, license fees, road permit etc., in connection with delivery of equipment at site including incidental services and commissioning.
- ii. Income/Corporate taxes in India: The Successful Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- iii. Tax Deduction at Source: Wherever the laws and regulations require deduction of such taxes at source of payment, Bank shall effect such deductions from the payment due to the Successful Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Successful Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by Bidder in respect of this contract.

e-RFP Ref. No: JKB/CHQ/T&D/Load-balancing/2025-1532

Dated: 04-10-2025



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

Annexure A: Confirmation of Terms and Conditions

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

Dear Sir,

Sub: RFP No for “end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank’s DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years” dated

Further to our proposal dated, in response to the Request for Quotation for “end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank’s DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years”

hereinafter referred to as “RFP”) issued by Jammu & Kashmir Bank (J&K BANK) we hereby covenant, warrant and confirm as follows:

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

Place:

Date: Seal and signature of the bidder

Annexure B: Tender Offer Cover Letter

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

Dear Sir,

Sub: RFP no: ____ “end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank’s DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years” dated ____

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, **“end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank’s DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years”** to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

Place:

Date:

Seal and signature of the bidder

Annexure C: Details of SI/OEM

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

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

Date:

Seal and signature of the bidder

Annexure D: Compliance to Eligibility Criteria

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

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

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

S.No.	Eligibility Criteria	Supporting Documents
A-1	OEM Criteria: Below clause Applicable for the OEM whose products are quoted or if the OEM is bidding directly.	
1	The bidder must be a registered company in India under the Companies Act, 1956/2013 or a registered Govt Organization/ PSU / PSE/ LLP or Private/ Public Limited Company in India. The Company should have been in existence in India for a minimum period of 6 years.	Certificate of Incorporation / Registration
2	Must have registered annual turnover of 100 Crore or above during the last three completed financial years as on date of RFP. (Not inclusive of the turnover of associate companies).	Copy of Audited Financial statements for the three financial years. OR Certified letter from the Chartered Accountant (CA) clearly mentioning Turnover, Net Profit (After Tax) and Net worth. The CA certificate in this regard should be without any riders or qualification.
3	The OEM must be net profit-making entity continuously for the three financial years as on date of RFP.	Copy of Audited Financial statements for the three financial years. OR Certified letter from the Chartered Accountant (CA) clearly mentioning Turnover, Net Profit (After Tax) and Net worth. The CA certificate in this regard should be without any riders or qualification.
4	The Quoted solution should have been supplied, installed, configured and satisfactorily working in INDIA in atleast 5 BFSI sectors and 3 State /Govt. Data Centre in India in the last five years and must comply with RBI/BFSI cyber security guidelines	OEM through the bidder must submit the detailed client references at the time of bid submission along with customer completion certification/confirmation certificate. OEM must also submit relevant Purchase Orders (POs)/ Contracts/ letter of award and letter of providing satisfactory performance/ completion certificates from clients, confirming the bidder's experience

		along with contact details of the firm for verification.
5	The solution should be supplied with console port and dedicated out-of-band management port. The Appliance should have dedicated minimum 1x1GbE port for management & console. It must be populated with minimum 16*10G SFP+ ports and 4*40G from Day 1. 40G ports must be upgradable to 100G, and 10G must be upgradable to 25G through change in SFPs, for the Bank to be ready for future roadmap.	OEM Certificates/ Undertaking on same.
6	Quoted Solution should have feasibility of adding modules (WAF, SSL VPN, L3-L4 DDOS appliance etc) without forklift changes to hardware/software, however with license upgrade	OEM Certificates/ Undertaking on same.
7	If the OEM is bidding directly then they cannot submit another bid simultaneously with any other partner/bidder. In case, both OEM & his authorized partner participate, only bid of the OEM/OSD will be considered. One OEM can however bid through multiple partners.	Letter of confirmation from OEM (Should be on company letter head and must be signed by an authorized official only)
8	The OEM and the products quoted under this RFP should have any 2 or 3 of the below Accreditations / Certifications: A) ISO 9001:2008 (and/or their latest) B) ISO:27000 or ISO/IEC 27001 Series (Information Security Management certification (Certification must be valid for the entire contract period) C) ISO 22301 Business Continuity Management certification. D) ISO 20000 (IT Service Management certification.	Copy of the relevant certifications.
9	Must comply with RBI/BFSI cyber security guidelines and provide adherence plan.	Self-declaration + Process documents
10	The OEM should have exclusive country-wide service/support infrastructure with escalation matrix and 24*7 support center for logging calls and deployment of onsite resources to Banks site for breakdown calls, replacements, troubleshooting and collecting/uploading logs for resolution of issues.	Address proof /Self- Declaration to this effect must be Submitted by the OEM on its letterhead.
11	The proposed OEM should have atleast 5 in-country storehouses to provide RMA support. OEM should have adequate stock of spares of all items supplied and should be able to comply with the resolution time (4 hours) and uptime requirements (99.9%) as per the SLA during the entire Warranty and AMC period.	Self- Declaration to this effect must be Submitted by the OEM on its letterhead.
12	Capability to provide 24x7 Onsite/Remote support with escalation matrix.	Self-declaration + resource plan/ Escalation matrix separately for DC, NLS & DR
13	Minimum 100+ technical resources on its payroll, with at least 30+ resources certified on proposed solution of Load Balancers.	Self-declaration on letterhead or HR certificate specifying the number of certified DC engineers with qualifications.

14	The OEM should not be under a Declaration of Ineligibility for corrupt or fraudulent practices nor blacklisted or debarred by any of the Government or by any Public Sector Organization, RBI or IBA or any other Government agencies. Bidder must certify to that effect.	Self- Declaration to this effect must be Submitted by the OEM on its letterhead.
15	The Bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder's capability to provide / continue the services to Bank, nor the Bidder should not have filed for Bankruptcy in any country.	Self- Declaration to this effect must be Submitted by the OEM on its letterhead.
16	Must have valid PAN, GST Registration, and comply with all applicable labour laws.	Copies of PAN, GSTIN certificates and Confirmation on letter head to the criteria.
A-2	Bidders Criteria: Below clause Applicable for the Bidder if submitting bid as an Authorized partner of the OEM.	
1	The bidder must be a registered company in India under the Companies Act, 1956/2013 or a registered Govt Organization/ PSU / PSE/ LLP or Private/ Public Limited Company in India at least for the last 5 years (as on RFP date).	Certificate of Incorporation / Registration, Memorandum of Association, and Certificate of commencement of Business should be submitted.
2	Must have registered average annual turnover of 75 Crore or above during the last three completed financial years as on date of RFP (Not inclusive of the turnover of associate companies).	Copy of Audited Financial statements for the three financial years. OR Certified letter from the Chartered Accountant (CA) clearly mentioning Turnover, Net Profit (After Tax) and Net worth. The CA certificate in this regard should be without any riders or qualification.
3	Bidder must be net profit-making entity in last three FY as on date of RFP and the net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.	Copy of Audited Financial statements for the last three financial years. OR Certified letter from the Chartered Accountant (CA) clearly mentioning Turnover, Net Profit (After Tax) and Net worth. The CA certificate in this regard should be without any riders or qualification.
4	The bidder, if not the Original Equipment Manufacturer (OEM), should be their authorized partner having valid agreements and Product Reselling Rights to provide required Technical Support and replacement of faulty parts (RMA) for the supplied Hardware, Software, OS & equipment for their installation, configuration, fine-tuning, integration and commissioning to meet the functional requirements of Load Balancers proposed as solution in this RFP. One OEM/OSD can submit their bids through multiple authorized Partners. Both OEM/OSD & their authorized partner cannot participate simultaneously	Bidders to submit Authorization letters (MAF) from the Original Equipment Manufacturers (OEMs) to this effect clearly supporting the Criteria/claim. The bidder should have authorization from the OEM to quote their products and should be authorized business and service partner of the OEM for all proposed tools. It should ensure Service support till the Validity of the project.

	in the RFP. In case, both OEM & his authorized partners participate, only bid of the OEM/OSD will be considered.	
5	The Bidder should have any 3 of the below Accreditations / Certifications to his credit and valid as on date: A) ISO 9001:2008 (and/or their latest) B) ISO:27000 or ISO/IEC 27001 Series (Information Security Management certification (Certification must be valid for the entire contract period) C) ISO 22301 Business Continuity Management certification. D) ISO 20000 (IT Service Management certification.	Copy of the relevant certifications.
6	The bidder should have exclusive country-wide service/support infrastructure for the servers & systems / hardware / software items with escalation matrix and 24*7*365 support center in Delhi NCR and Mumbai for logging calls and deployment of onsite resources to Banks site for breakdown calls, replacements, troubleshooting and collecting/uploading logs for resolution of issues.	Address proof + GST registration + Self-Declaration to this effect must be Submitted by the bidder on its letterhead along with location details of such center(s) and other details asked. Details of service/support network (addresses, names of contact persons, phone numbers, e- mail etc.) must be furnished as part of the bid.
7	The bidder should have a clear lifecycle process that provides at least 5 years of maintenance and support for the hardware, software, OS and License products proposed.	Certificate from SI/OEM should be furnished to support the criteria.
8	The bidder/OEM should have adequate stock of spares of all items supplied to provide RMA support and should be able to comply with the resolution time (4 hours) and uptime requirements (99.9%) as per the SLA during the entire Warranty period.	Self- Declaration to this effect must be Submitted by the bidder on its letterhead duly signed by the signing authority.
9	Capability to provide 24x7 on-site & remote support with escalation matrix.	Self-declaration + resource plan+ Escalation matrix separately for DC Noida & DR Mumbai. The details of Service Centre (upto level 3 escalation) such as address, name of the person & Contact number of engineers etc to be submitted along with bid.
10	Minimum 100+ technical resources on its payroll, with at least 10+ resources certified on proposed solution of Load Balancers.	Self-declaration on letterhead along with payroll records or HR certificate specifying the number of certified DC engineers with qualifications.
11	The bidder should not be under a Declaration of Ineligibility for corrupt or fraudulent practices nor blacklisted or debarred by any of the Government or by any Public Sector Organization, RBI or IBA or any other Government agencies. Bidder must certify to that effect.	Self- Declaration to this effect must be Submitted by the OEM on its letterhead.
12	The Bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder's capability to provide / continue	Self- Declaration to this effect must be Submitted by the OEM on its letterhead.

	the services to Bank, nor should the Bidder have filed for Bankruptcy in any country.	
13	Must have valid PAN, GST Registration, and comply with all applicable labour laws.	Copies of PAN, GSTIN and self-declaration on letter head.
14	The bidder has to give undertaking that they agree to all the RFP terms and conditions without any pre-condition and any assumptions, presumptions, deviations given or attached as part of technical bid be treated as null and void.	Bidder to submit the same as per format provided in the RFP.
B	Experience & Support Infrastructure	
15	The bidder on its own should have executed/ongoing minimum of three (3) projects of similar nature in any Scheduled Commercial Bank/ National Banks/Govt /Private Bank/PSU Bank/BFSI sector in the last five years. Similar Nature: Project of similar nature means supply/implementation and maintenance of Load Balancer (LB)/Global Server Load Balancer (GSLB)/ FMS of security solutions such as Security Operations Center/External and Internal Firewall/Web Application Firewall / anti-DDOS etc. <i>Bids under consortium arrangement are not allowed. Sub-contracting is not allowed.</i>	Bidder must submit the detailed client references at the time of bid submission. Bidder must also submit relevant Purchase Orders (POs)/ Contracts/ letter of award and letter of providing satisfactory performance/ completion certificates from clients, confirming the bidder's experience along with contact details of the firm for verification.
16	The bidder as on date of RFP, should have experience in Supply, Implementation/ Commissioning, Management & Support for proposed OEM Load Balancer during last 5 years in Scheduled Commercial Banks/Public or Private Sector Banks/ Financial Institutions/Public Sector Undertakings (PSUs) in India out of which one should be a Scheduled Commercial bank/ National Banks/Public Sector Bank having network of minimum 1000 domestic branches.	Documentary Proof to be attached along with order / contract copy and customer certified letter certifying satisfactory operations.
17	The bidder engineers should have extensive system integration skills particularly in installation, configuration, upgrade and troubleshooting of softwares/OS/hardware of Load Balancers in HA Mode/Configuration.	Self-declaration by the Bidder on company letter head signed by the authorized signatory of the Bidder. Needed POs from clients to be attached also.
18	The bidder must be in the Business of IT Network Services & Solution and should be involved in end to end implementation, operation, support & maintenance of the Network Infrastructure & related projects and/or Server Hardware for a period of atleast 3 Years (as on RFP date) in at least One (1) Scheduled Commercial Banks/ National Banks/ Government Departments / Public or Private Sector Banks/ BFSI Sector	Certificate to this effect should be furnished along with Copy of Purchase Order/s and Relevant Credential Letter from the asked for public sector banks/ scheduled commercial banks/National Banks/ Government Departments/BFSI/ Public or Private Sector Banks.

19	The proposed Load Balancers (LB) model should not be reaching End-of-Life and End-Of-Support in next 7 years.	Letter of undertaking to this effect issued by OEM should be submitted by the bidder. In such a case, new LB of same configuration shall be provided by the bidder at no cost to Bank.
20	The bidder to provide an undertaking that all the technical requirements highlighted as part of Technical Scope and Scope of Work as detailed in relevant section of the RFP are covered in totality in the proposal submitted by them.	Letter of confirmation (self-certified letter signed by authorized official of the bidder)
21	Bidder resource (that shall be deployed onsite at Bank's Data center in Noida) to provide end-to-end onsite support to the solution for a period of 6 months should have atleast Level 2 & above OEM certifications on the proposed solution.	Letter of undertaking to this effect along with Resource Resume Experience and Certification needs to be submitted.
C	Security & Architecture of Quoted Solution	
22	Proposed hardware/Solution should have a cyber-resilient architecture for a hardened Load Balancer design for protection, detection & recovery from cyber-attacks. Should protect against firmware attacks & OS boots. Should provide effective protection, reliable detection & rapid recovery.	Certificate to this effect must be provided by the bidder from OEM.
23	FIPS 140-2 Level 2 and Common Criteria EAL4+/NDPP certified satisfying strict regulatory requirements in banking for cryptographic and platform security.	OEM Certificates/ Undertaking on same.
24	Load Balancer Operating System should be tested and certified for EAL 2 / NDPP (Network Device Protection Profile) / NDcPP (Network Device collaborative Protection Profile) or above under Common Criteria Program for security related functions.	Certificate to this effect must be provided by the bidder from OEM.
25	SSL TPS / CPS: The appliance should support minimum of 110 K RSA SSL TPS for 2048 key and 80 K ECC SSL TPS from Day 1 and should have dedicated SSL Acceleration hardware card for handling SSL Traffic. The SSL traffic should not be processed by generic CPU of the server.	Certificate to this effect must be provided by the bidder from OEM.
26	The proposed solution should support native integration with containerized platforms hosting microservices like Openshift, TKG Cluster etc. Solution should detect scale up/down activity in Openshift cluster and automatically update the configuration of LB from day-1 without add on licenses.	Certificate to this effect must be provided by the bidder from OEM.

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. The Bank reserves the right to verify/evaluate the

claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

1. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
2. Bidder should either be the OEM or authorized partner of OEM with a proper MAF and Authorized to sell and support the particular hardware/License etc.
3. Bank shall not consider the bids of bidders having poor or unsatisfactory past experience in execution or providing support to any project in past.

Annexure E: Compliance to Technical Criteria

The proposed product/appliance should comply with the technical specifications requirement as mentioned under:

SI No	Technical Specifications-Server Load Balancer	Technical Compliance (Yes/No)
	Physical Specification	
1	The solution should be supplied with console port and dedicated out-of-band management port. The Appliance should have dedicated minimum 1x1GbE port for management & console. It must be populated with minimum 16*10G SFP+ ports and 4*40G from Day 1. 40G ports must be upgradable to 100G, and 10G must be upgradable to 25G through change in SFPs, for the Bank to be ready for future roadmap.	
2	The appliance should have minimum multicore 24 vCPU available for tenancy, 256 GB RAM, minimum 1TB M.2 SSD with dual power supply from Day 1. Dual AC/DC Supply with hot swappable units, with always on Management to initial configuration	
3	The device should have minimum 24 virtual instances from Day 1 and scalable to 36 with license upgrade.	
4	SSL TPS / CPS:: The appliance should support 110 K RSA SSL TPS for 2048 key and 80 K ECC SSL TPS from Day 1 and should have dedicated SSL Acceleration hardware card for handling SSL Traffic. The SSL traffic should not be process by generic CPU of the server.	
5	System must of be 19-inch rack mountable 1 U form factor	
6	System must have RJ-45 console port	
7	The solution should be supplied rack mountable and support rails if required post site visit.	
8	System must be purpose built appliance based platform without any provision of running any other OS on it. Must be an appliance with hardened OS	
9	The solution should not have any single point of failure like fans, power supplies. Should have N+1 Level of redundancy.	
10	System should be able to scale vertically (faster hardware) and horizontally (clustering/virtualization) and should be compatible with modern API frameworks and CI/CD.	

11	Tenant and Multi-tenancy Virtualization: System should support virtualization. Should be capable of hosting multiple Tenant and Multi-tenancy or vADCs, vCMP (Virtual Clustered Multiprocessing) guests. Each vADC/Tenant should have a capability to enable or disable crypto/compression acceleration. When enabled the vADC/Tenant shall leverage the hardware for SSL/TLS encryption and compression offloading. If disabled, all encryption and compression processes shall be handled by the software.	
12	System should allow the physical device to host multiple isolated instances (tenants) with dedicated CPU/ memory. This enables consolidation of environments or running parallel configs (e.g. separating DC and DR or dev/test).	
13	Device should provide all functionality on Single OS instance and hardware and software should be from same OEM.	
14	Supported Load Balancing types; SLB/ALB	
15	Simplified Maintenance: Take servers offline for maintenance without impacting users.	
Performance		
16	The appliance should support minimum 125 Gbps L7 throughput, scalable to 190 Gbps without any hardware change through license upgrade. Also, it must support minimum 80 Gbps Hardware Compression, scalable to 90 Gbps without any hardware change though license upgrade.	
17	The solution should support minimum 4.5 M L7 RPS from day 1, scalable to 6.5 M with license upgrade. Also, it must support minimum 1.9 M L4 Connections per second from day 1, scalable to 2.5 M with license upgrade	
18	The proposed appliance should support minimum hardware based SSL Offloading from day 1 upto 75 Gbps and scalable upto 95 Gbps with license upgrade.	
19	The solution should support minimum: L4 HTTP requests per second: 30 M Maximum L4 concurrent connections: 140 M	
Multi-tenancy		
20	The appliance should be high performance purpose built next generation multi-tenant hardware. The appliance must use it's own Hypervisor which should be a specialized purpose build hypervisor and not a commercially available hypervisor like XEN, KVM etc. It should not use Open Source/3rd party Network Functions. Should have multi-tenant/virtual instance from day one.	
21	System must support dedicated configuration file for each Virtual context	
22	System must support resource allocation to each context including throughput, CPS, Concurrent connection, SSL throughput	
23	System must be able to modify the resource allocation on the fly without restarting/rebooting any tenant	
24	Performance of the system must not degrade due to density of tenants	
Server Load-balancing /Reverse Proxy features		

25	The solution should support server load balancing algorithms i.e., round robin, weighted round robin, least connection, service least connection, fastest response, Persistent IP, Hash IP, Hash Cookie, consistent hash IP, shortest response, proximity, SNMP, SIP session ID, hash header, tunable and weighted hash etc. Least BW, RTT.	
26	The solution should be able to load balancer both TCP and UDP based applications with layer 2 to layer 7 load balancing including WebSocket and WebSocket Secure. The Load balancer should have Plug-in to deploy in K8s cluster to support the containers load balancing as ingress without any 3rd party packages. The service should support all containerization solutions including Kubernetes or Openshift, either CLI/API.	
27	The solution should support multi-level virtual service policy routing, -Static, default and backup policies for intelligent traffic distribution to backend servers	
28	The solution should support for policy nesting at layer7 and layer4. It should be able to combine layer4 and layer7 policies to address the complex application integration.	
29	The solution should have script-based functions support for payload inspection, traffic matching and monitoring of HTTP, SOAP, XML, diameter, generic TCP, TCPS. It should support ePolicies/TCL scripting to customize new features/rules to re-direct the traffic on specific parameters and for deep packet inspection and policy.	
30	The solution should provide application & server health checks for well-known protocols such as ARP, ICMP, TCP, DNS, RADIUS, HTTP/HTTPS, RTSP etc..	
31	The Solution should provide real time Dynamic Web Content Compression to reduce server load and solution should provide selective compression for Text, HTML, XML, DOC, Java Scripts, CSS, PDF, PPT, and XLS Mime types.	
32	The solution should provide full Dual Stack IPV4 and IPv6 support and the proposed solution should be IPv6 gold-certified.	
33	The device should have capability with license upgrade to run a WAF , SSL VPN and L3-L4 DDOS appliance without any hardware change	
34	System must support active-active and active-backup server configuration for load-balancing	
35	Platform should be a full proxy architecture and must perform reverse proxy. System must support reverse proxy functionality of hosting multiple http/https service behind single IP	
36	System must support Source-NAT for SLB traffic	
37	System must have flexibility to config VIP as Source NAT IP	
38	System must support X-forwarder option. The appliance should have option to enable x-forwarder option per service to log actual client IP in web server log.	
39	System must support HTTP Compression	
40	System must support graceful activation and disabling of the backend server	
41	Should have application delivery features such as layer 7 load balancing, layer 7 content switch, caching, hardware/software/firmware based SSL offload and hardware based server side compression .	

42	Dual TCP Stack for client side as well as server side for optimizing TCP traffic towards both sides.	
43	Appliance should support Local Application Switching, load Balancing, HTTP, TCP ,Multiplexing, Compression, Caching, TCP Optimization, Filter-based Load Balancing, Content-based Load Balancing, Persistency, HTTP Content Modifications, SSL Offloading, TCP Buffering, Multiplexing, Source IP tracking	
44	The proposed solution should be able to host multiple backend applications on single Virtual IP and should be capable to identify SNI value to make a forwarding decision.	
45	Should have capability to support ECC, RSA and ECC+RSA (Hybrid) Certificates for SSL Offload	
46	Load balancer should support config automation using ansible/terraform modules	
47	System must support application level database load-balancing for below:	
	- Database	
	- IMAP	
	POP3	
	- SMTP	
	- SIP Protocol	
	- FIX Protocol	
	- RADIUS and Diameter Protocol	
	- DNS Protocol	
	- SPDY Protocol	
48	- HTTP, HTTPS, SMTP, Basic-SLB, SSL, IP	
	The application type for virtual service.	
	Values:	
	*Basic-SLB	
	*DNS	
	*FTP	
	*FTP-Data	
	*HTTP	
	*HTTPS	
	*IP — Specifies that the virtual service matches all ports. The Services Port field displays 1.	
	*LDAP	
	*POP3	
	*RTSP	
	*SCTP	
	*SIP	
	*SMTP	
	*SSL	
	*TFTP	
	*WTS (Native support or via scripts)	

	Default: Basic-SLB	
49	System must support Perfect Forward Secrecy (PFS) with Elliptic Curve DiffieHellman Exchange (ECDHE) and other Elliptic Curve Cryptography(ECC) ciphers	
50	System must support Scriptable health check support using TCL, Python, Perl, and Bash	
51	The OEM must have the similar service from the SaaS to provide the load balancing for the future scaling when required for additional purchase.	
52	System must support Internet Content Adaptation Protocol (ICAP)	
53	The proposed solution should support native integration with containerized platforms hosting microservices like Openshift, TKG Cluster etc. Solution should detect scale up/down activity in Openshift cluster and automatically update the configuration of LB from day-1 without add on licenses.	
54	FIPS 140-2 Level 2 and Common Criteria EAL4+/NDPP certified satisfying strict regulatory requirements in banking for cryptographic and platform security.	
55	Cloud & Containers: Should have capability to integrate with cloud platforms and container orchestration. If desired, workloads can burst into cloud or microservices environments using the same management and policies.	
56	Device clustering algorithm should sync configuration across multiple boxes and should be capable of elastic scaling & auto healing in scaleout cluster.	
57	Packet mirroring to synchronize state between the two chassis/HA pair, enabling seamless failover if one unit fails.	
58	Solution must support Reverse Proxy or Full Proxy (Forward and Reverse Proxy) architecture for HTTP1.1 & HTTP/2 based application traffic. Support IPv6 for Reverse Proxy deployments. IPv4 to IPv6 and IPv6 to IPv4 Dual Stack communication	
59	The solution must have full proxy architecture with HTTP Keep-Alive to allow LB system to minimize number of server side TCP connections by making existing connections available for reuse by other clients for TCP optimization.	
60	To maximize outbound BW, LB should automatically compress content to minimize network traffic between application servers and end user.	
61	The proposed solution should provide timer management for TCP like close wait, Fin Wait 1, Fin Wait 2, Ideal Timeout and should also provide an option for sending proactive RST packets when session is timeout to make sure stale connections are cleared immediately.	
62	The proposed solution should support node-port and Cluster IP Load Balancing	
63	The proposed solution should dynamically create L4/L7 services on LB System and Load Balance Network Traffic across the services via monitoring the orchestration API Server. The services should be able to modify the LB system configuration based on changes made to containerized applications.	
64	It should be able to set Send and Receive buffers manually as well as system should be intelligent enough to tune the buffers automatically to give optimum performance of application access.	

65	The appliance should be a full proxy architecture and should also be capable of performing as explicit proxy to fwd traffic generated by servers to internet	
66	The solution must have TLSv1.1 and TLSv1.2 and TLSv1.3 on both client and server side and future release.	
67	The solution must have application-level load balancing including the ability to act as HTTP 2.0 & HTTP 3.0 Proxy.	
68	Should support VLAN, LACP & Trunking. The Solution should have IPSEC tunnelling capabilities	
69	The proposed solution should support various types of LB config for handling traffic, including standard reverse proxy, forwarding in L2 , Forwarding in IP, High performance mode, Stateless mode , Reject mode, PQC (post quantum cryptography), DHCP relay, and Message routing for SIP, Diameter and MQTT traffic	
70	The proposed solution should be able to host multiple backend applications on single Virtual IP and should be capable to identify SNI value to make a forwarding decision	
71	Server Load Balancer should support SQL-based querying for the following databases for health checks: for Oracle, MSSQL, MySQL, PostgreSQL and other databases if required in future	
72	Solution should support mirroring of connection and persistence information to peer device to avoid service impact during failover:	
	a. Web servers	
	b. LDAP servers	
	c. Email servers	
73	d. RADIUS servers	
	Following Load Balancing Topologies should be supported:	
	• Virtual Matrix Architecture	
	• Client Network Address Translation (Proxy IP)	
	• Mapping Ports	
	• Direct Server Return	
	• One Arm Topology Application	
	• Direct Access Mode	
74	• Assigning Multiple IP Addresses	
	• Immediate and Delayed Binding	
	The device should support following health check types:	
	• Link Health Checks	
	• TCP Health Checks	
	• UDP Health Checks	
	• ICMP Health Checks	
	• HTTP/S Health Checks	
	• TCP and UDP-based DNS Health Checks	
	• TFTP Health Check	
	• SNMP Health Check	
	• FTP Server Health Checks	

	• POP3 Server Health Checks	
	• SMTP Server Health Checks	
	• IMAP Server Health Checks	
	• NNTP Server Health Checks	
	• RADIUS Server Health Checks	
	• SSL HELLO Health Checks	
	• WAP Gateway Health Checks	
	• LDAP/LDAPS Health Checks	
	• Windows Terminal Server Health Checks	
	• ARP Health Checks	
	• DHCP Health Checks	
	• RTSP Health Checks	
	• SIP Health Checks	
	• Virtual Wire Health Checks	
	• DSSP Health Checks	
	• Script-Based Health Checks	
	• Cluster-based Health Checks	
	Redundancy	
75	The solution should provide comprehensive and reliable support for high availability and N+1 clustering in Active-active & active passive/standby unit redundancy mode.	
76	System must support active-active, active-passive and active-backup configuration	
77	System must support automatic and manual configuration sync	
78	System must support scale-out configuration upto 8 devices to support higher throughput	
79	HA should be achieved using same make/model licenses. Licenses on 2ndry/Passive devices should also be production grade.	
	Management	
80	System must have Web-based Graphical User Interface (GUI). The solution should have a web-based administration. Should provide Centralized Management & Reporting Solution like system, traffic logs as well as analysis on web GUI from day-1.	
81	System must have Industry-standard Command Line Interface (CLI)	
82	System must support Granular Role-based/Object-based Access Control	
83	System must support SNMP, Syslog, email alerts, NetFlow v9 and v10 (IPFIX), sFlow	
84	System must support REST-style XML API (aXAPI) for all functions	
85	System must support external authentication including LDAP, TACACS+, RADIUS	
	Centralized management and analytics	
86	Should provide detailed information for Provider associated the ADC devices and its Cluster with resource utilization.	
87	Should provide Tenant and User list.	
88	The analytics dashboard should have time selection bar to analyse the traffic stats for selected time frame. It also have pre-defined intervals set for 30 mins, 1 Hour, 6 Hours, 1 day, 3 day, 1 Week, with custom option.	

89	Should provide per-app analytics with detailed traffic visibility and connection logs.	
90	Should provide real time tickers for throughput, connection, requests, errors and latency for every 1 min interval.	
91	Should have ability to extract real-time end-to-end latencies details for all applications (VIPs) including Client RTT, Server RTT, Request Transfer time, Response Transfer time, and Application response time.	
92	Should provide Client Request Geo-Location details with HTTP Request Methods and Response codes.	
93	Should have ability to collect connection logs for applications and filter through them in real time	
94	It should be possible to collect performance metrics for analytics from identified clients to aid troubleshooting and performance improvement measures.	
95	Should provide real-time detailed ADC Service health, client connections, load distribution metrics, throughput, and performance statistics.	
96	Should provide Application Response time in real time with details on Top URLs, Domains, App Latency and Slow Transactions with real-time client & server connection logs, heartbeat etc.	
97	Should provide ADC cluster health, CPU, Memory and bandwidth utilization time serial graph.	
98	Should provide App Server health details graph for each server with response time and connection time series graph.	
99	Device should provide ADC Functionaliy. The solution should have a centralized controller which controls the Policy management and configuration of each virtual or physical ADC device.	
100	Should monitor health of devices.	
101	Should have ability to create logical grouping of ADC devices to push common policies.	
102	Should have ability to perform / schedule device backup and Restore jobs for single or multiple devices in a logical group.	
103	Should have ability to upgrade/downgrade device software Images for single or device group.	
104	Should have ability to manage SSL Certificates and credentials for registered ADC devices.	
105	Should have ability to push config Snippets and scripts to registered ADC devices.	
106	Vendor should have ability to generate inventory reports should be available for the devices.	
107	Should support user role like, Provider-level Administrator, Tenant Administrator and Application Administrator roles.	
108	Should support SSH and HTTPS access.	
109	LB should be capable of showing the historical logs on the basis of Source & Destination IP and Port No. The requisite AVR licenses should be available on day1 till the contract length. The Analytic dashboard should provide historical data and analysis along with historical view of Throughput, Connection, CPU Usage & Memory Usage.	

110	A framework for customizing application delivery should be provided using user-written scripts, that provides the flexibility to control application flows and fully meet business requirements in a fast and agile manner.	
111	The proposed framework should enables to:	
	- Extend Server Load Balancer Fabric services with delivery of new applications	
	- Quickly deploy new services	
	- Mitigate application problems without changing the application	
	- Preserve infrastructure investment by adding new capabilities without additional equipment investment	
	Device Administration	
112	Should provide HTTPS interface management for administering the device. ADC shall be manageable by SSH, HTTPS, API, Console.	
113	For device management and administration appliance should have internal user database as well as must support external user database of RADIUS/ TACACS+/ Microsoft AD/ LDAP and Client Certificate LDAP	
114	Should provide troubleshooting and should provide traffic analysis tool like packet capture, session tables, tcp dump etc. Graphs and details of the above data for the last 180 days should be available.	
115	Should support role based admin access with roles like no access, Guest, Operator, Application editor, Resource Administrator and Administrator	
116	Should provide the historical data for troubleshooting the issues and for the Bank Records.	
	Service ,Support & Training	
117	Vendor operates 24x7x365 global Technical Assistance Center (TAC) in India	
118	The proposed appliance should be a dedicated appliance, it should not be part of any Firewall or UTM.	
119	Should have an OEM Online TAC 24x7x365 telephonic support with public SLAs for the responses and India based R&D organization	
120	The proposed appliance/software should be EAL2/NDPP Certified	
121	All required licenses and peripherals should be included from day 1.	
122	24x7x365 highest level of OEM support is required with RMA within 4 hours for onsite spare delivery/replacement.	
	Security	
123	The proposed solution shall allow or disable root and bash access to the vADC for security purpose.	
124	The proposed appliance for webUI and API should use a token-based authentication and timeout is based on five token refreshes failing. This is essential for security of the devices.	
125	The online health portal should also provide a Bug tracker option, where an admin can login and find any bugs affecting the devices	
126	The online portal should also provide an upgrade Options suggestions for next hotfix and stability release or an upgrade for ease of day-2 operations with single click access to release notes and EOS dates etc.	

127	Should Support integration with SIEM and other Monitoring and Reporting solution	
	Certification	
128	Certifications / Susceptibility Standards: FCC Class A (Part 15), IC Class A; VCCI Class A EN 55032:2012/AC:2013 Class A EN 55035:2017 EN 300 386 V1.6.1 (2012)	

Note:

Please mention 'Y/N' in the "Compliance column" as per the availability of the parameters.

Bidders are required to agree to all technical criteria requirements as per the Scope of Work, with

- A mandatory compliance threshold of **100% for technical parameters.**
- Proposals will be rigorously assessed against these compliance criteria to ensure technical adequacy and alignment with project requirements.

Annexure F: Commercial Bid Format

1. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
2. Do not change structure of format nor add any extra items.
3. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

The Commercial Bid shall be submitted in the following format:

Hardware & Support Cost for DC Noida

DC Noida			
Item	Qty	Rate per unit (Excl. GST)	Total Amount (Excl. GST)
Product Cost (Hardware, Software, OS etc) along with bundled perpetual Licenses/ Softwares and Other accessories like Cables (Power cords, Ethernet, Fibre Cables etc) with Comprehensive Onsite Warranty & support of 5 years with Part replacement SLA <= 4 hrs.	2 (In HA)		
Software and Licenses cost with comprehensive onsite support/warranty of 5 years. (Mention each category of Licenses supplied along with quantity.)			
Implementation, Integration, Configuration, HA/Cluster integration, License linking and activation & Migration Cost	1		
Training cost for 4 weeks	4 Weeks		
L3 Resident Engineer	6 Months		
Total Hardware & Software/Licenses Cost along with implementation and configuration & migration costs with Five years comprehensive onsite warranty & support of 5 years along with onsite RE for 6 months		Total (A)	

Hardware & Support Cost for DR Mumbai

DR Mumbai			
Item	Qty	Rate per unit (Excl. GST)	Total Amount (Excl. GST)
Product Cost (Hardware, Software, OS etc) along with bundled Licenses/ Softwares and Other accessories like Cables (Power cords, Ethernet, Fibre Cables etc) with	2 (In HA)		

Comprehensive Onsite Warranty & support of 5 years with Part replacement SLA <= 4 hrs.			
Software and Licenses cost with comprehensive onsite support/warranty of 5 years. Mention each category of Licenses supplied along with quantity.			
Implementation, Integration, Configuration, PHA/Cluster/HACMP integration, License linking and activation & Migration Cost	1		
Total Hardware & Software/Licenses Cost along with implementation and configuration & migration costs with Five years comprehensive onsite warranty & support of 5 years along with onsite RE for 6 months		Total (B)	

Total Cost:

Description	Total Amount (Excluding GST)
Total Cost (A+B)	

Annexure G: Bank Guarantee Format

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 for selection of vendor for **“end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank’s DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years”** (Herein after called the “RFP”) AND WHEREAS, in terms of the conditions as stipulated in the RFP, the bidder is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a scheduled commercial bank in India in your favour to secure the order under the RFP Document (which guarantee is hereinafter called as “BANK GUARANTEE”) AND WHEREAS the bidder has approached us, for providing the BANK GUARANTEE.

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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs..... (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 of or any indulgence by you to the bidder or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the bidder
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the bidder from time to time arising out of or in relation to the

said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
14. The Bank Guarantee needs to be submitted in online form also via SFMS Application.
15. Notwithstanding anything contained herein above;
 - i. our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;
 - ii. this Bank Guarantee shall be valid up to and including the date and claim period shall be up to..... ; and
 - iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of the claim period.
16. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of BANK
 Authorized Signatory
 Seal
 Address

Annexure H: Performance Bank Guarantee Format

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

WHEREAS.....
 (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at, hereinafter referred to as the Bidder has for taken up for **“end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank’s DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years”** in terms of the Purchase Order bearing No. Dated, hereinafter referred to as the Contract. And Whereas in terms of the Conditions stipulated in the said Contract, the bidder is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favor to secure due and satisfactory compliance of the obligations of the Bidder in accordance with the Contract; Therefore, We,, through our local office at Furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

1. We, do hereby undertake to pay the amounts of Rs..... and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said Bidder of any of the terms and conditions contained in the Contract or by reason of the vendor’s failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding..... (Rupees Only).
2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the Bidder in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
3. We further agree that, if demand, as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said Bidder and accordingly discharge this guarantee. Provided, however, serving of a written claim / demand in terms hereof on us for payment under this guarantee on or before the stipulated period, time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.

4. We further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by us against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Vendor or for any forbearance, act or omission on our part or any indulgence by us to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Bidder
6. We further agree and undertake unconditionally without demur and protest to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder
7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent. Notwithstanding anything contained herein above;
 - (i) Our liability under this Guarantee shall not exceed..... Rupees.....only);
 - (ii) This Guarantee shall be valid up to; and claim period of this Bank Guarantee shall be year/s after expiry of the validity period i.e., up to.....; and
 - (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of the claim period.

Dated the..... Day of20.....

For.....

BANK Authorized Signatory

Annexure I: Non-disclosure Agreement (NDA)

THIS NON DISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of (____/____/2024) 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 **“end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank’s DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years”** 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 party as shown by the receiving party's files and records immediately prior to the time of disclosure;
- iv. is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality;
- v. is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or
- vi. Is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

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

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

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

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

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

Receiving Party shall immediately return and redeliver to Disclosing Party/ Bank all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, , records, excerpts or derivative information deriving there from and all other documents or materials (“Notes”) (and all copies of any of the foregoing, including “copies” that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of the Master Agreement; or (iii) at such time as the Disclosing Party/ Bank may so request.

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

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

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

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

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

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

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

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

The parties shall continue to be performing their respective obligations under this Agreement, despite the continuance of the arbitration proceedings, except for the disputed part under

arbitration. This agreement shall, in all respects, be governed by, and construed in accordance with the Laws of the UT of J&K read with applicable Laws of India. The Courts in Srinagar India shall have exclusive jurisdiction in relation to this agreement.

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

COMPANY NAME

Bank

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Company Seal

Company Seal

Annexure J: Service Level Agreement

This Service Level agreement (“Agreement”) is made at Srinagar (J&K) on thisday of2025 (“effective date”) between

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

and

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

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

Now therefore, this Agreement is witnessed as under:

Definitions of the terms

The Bank/J&K Bank:	Reference to the “the Bank”, “Bank” and “Purchaser” shall be determined in context and may mean without limitation “Jammu & Kashmir Bank”.
Bidder/Vendor/Successful Bidder/Company/ Service Provider :	An eligible entity/firm submitting a Proposal/Bid in response to this RFP.
Proposal/Bid:	The Bidder’s written reply or submission in response to this RFP.
SLA:	This document in its entirety, inclusive of any addenda that may be issued by the Bank.
The Contract:	The agreement entered into between the Bank and the Company, as recorded in this Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
The Contract Price:	The price payable to the Company under the Contract for the full and proper performance of its contractual obligations.
The Product:	All of the software or software, all hardware, database, middleware, operating systems and/or other materials which the Company is required to supply to the Bank under the Contract.
System:	A Computer System consisting of all Hardware, Software, etc., which should work together to provide the services

	as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.
Specified Bank Location:	Banks Data Centre located at Noida and Banks Disaster Recovery Site Located at Mumbai.
PBG:	Performance Bank Guarantee.
Data Centre (DC):	Banks Data Centre located at Noida.
Disaster Recovery (DR):	Banks Disaster Recovery Site located at Mumbai.
Material Breach:	Company failure to perform a major part of this Agreement.
Charges:	Commercials as per Purchase Order.
Confidential Information:	It includes all types of Information that will be found on BANK systems that the Company may support or have access to including, but are not limited to, Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.
Product	

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

Vendor shall be responsible for providing Services defined under the RFP for **“end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank’s DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years”** 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 relevant RFP sections:

Section A. Point 4 – Scope of Work

Section C. General Terms and Conditions

Annexure E-Technical Requirements

Annexure M- MAF

Annexure N- Malicious-Code Free Certificate

And other terms and conditions defined in the RFP document.

Location of Work

1. Data Center Noida

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

2. DR Mumbai

CtrlS Data Center,
 Mahape, Navi Mumbai,

Penalties on delayed Delivery:

- i. The system is to be delivered within stipulated time from the date of order. For this purpose, delivery means delivery of all the ordered Load Balancer equipment at the site along with the set of document/CDs on operational use of the equipment and all the relevant documentation of the system add on utilities as specified in the orders.
- ii. Without prejudice to the rights of Bank to terminate this agreement/ the related purchase order, in case of the failure to deliver and perform the required services within the stipulated timelines defined in the RFP/SLA Document, penalty shall be levied for every 1 week delay at the rate of 1% of the order value up to a maximum of 10 week from the original delivery date. Thereafter, bank may in its sole discretion and without being bound to do so, extend the date of delivery or can invoke PBG and cancel the contract. In the event of the Bank agrees to extend the date of delivery at the request of the Company, it is a condition precedent that the validity of the Performance Bank Guarantee submitted by the Company in regard to the supply and maintenance etc. of the solution shall be extended by further period as required by the Bank before the expiry of the original Bank Guarantee. Failure to do so will be treated as breach of contract.
- iii. The Bank reserves the right to cancel the order in case complete delivery/services are not affected within the stipulated time by giving 30 days' notice for resolution.

Penalties due to Delay in Installation

Bidder shall be responsible for installation of the systems ordered at site as per the timelines shown in the relevant section of this RFP from the date of delivery or within 7 days of logging the call for installation. Penalty will be charged @ 0.5% of total cost of equipment (order value) for the per week delay in installation subject to maximum 5% of order value, which will be over & above the late delivery charges.

Contract Uptime

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

- i. Any bugs and enhancement in services shall be rectified immediately.
- ii. The maximum response time for a support/complaint from the site shall not exceed time defined, else it will fall under penalty clause.
- iii. Any rectification required in the Application Software due to inherent bugs in the System Software/ off-the-shelf software shall also be rectified by the Service Provider, at no additional cost with timelines as defined in the SLA.

The Service Provider shall guarantee an uptime of 99.9% during the contract period which shall be calculated on monthly basis. The "Uptime", for calculation purposes, equals to the

Total number of hours of the day in a month, less Downtime in number of hours. Any part of hour is treated as full hour.

- i. The "**Downtime**" is the time shall mean the time period when the system is not available as per the service standards of this SLA resulting failure. "**Failure**" is the condition that renders the solution not available to customers. "**Restoration**" is the condition when the Company demonstrates that the solution is in working order and the Bank acknowledges the same.
- ii. The percentage uptime is calculated on monthly basis as follows:

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

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

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

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

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

The percentage uptime is calculated on quarterly basis as follows:

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

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

- b) The "**Downtime**" is the time shall mean the time period when the system is not available due to issue in supplied hardware or its faulty part is not received within the time period as defined in the service level resulting failure. "Failure" is the condition that renders the solution not available to customers. "Restoration" is the condition when the Company demonstrates that the solution is in working order and the Bank acknowledges the same.
- c) "**Percentage down time**" shall mean the aggregate of downtime of the particular system during the month expressed as a percentage of total available time in a year i.e. 30 * 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:

$$\frac{2 \times 100}{30 \times 24} = 0.27\% \text{ (Considering days in a quarter as 30)}$$

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

- d) **“Response Time”** shall mean the interval from receipt of first information from Bank to the company, or to the local contact person of the Company by way of any means of communication informing them of the malfunction in System/Solution to the time Company Engineer attends the problem.
- e) **“Restoration Time”** shall mean the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and does not necessarily include root cause removal.
- f) **“Resolution Time”** shall mean the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.

Penalties due to System Downtime

Bidder has to guarantee minimum uptime of 99.9% monthly during services period. For calculation purpose of up time, Bank will consider business hours 24 hrs x 7 day basis. For this purpose, total elapsed time between receiving the break down message (over telephone or otherwise) and making the system functional or providing standby machine, will be treated as down time. It will be calculated on monthly basis. Bank will charge penalty in case of not meeting the uptime requirement of minimum 99.9 %.

During the contract period, any decrease from asked uptime of 99.9% calculated on monthly basis, a penalty to the tune of 1% of the price of the affected Load Balancer subject to maximum 10% of the price of that LB per quarter shall be levied. (It excludes any power failure or downtime triggered due to reasons not attributed to the Solution Service Provider)

Notwithstanding the above the Bank reserves the right to invoke the Performance Bank Guarantee or deduct 20% payment of the Purchase Order value in case the downtime exceeds 3% or in case there are three (3) or more number of violations per quarter for the equipment.

Recovery of Penalty

Warranty Period/AMC: Amount of penalty will be recovered from the payments which are due and being released to the vendor during course of time. The vendor undertakes to pay the penalty amount as prescribed by the Bank. Bank reserves the right to invoke the Bank Guarantee/PBG for recovering the penalty amount.

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 hardware/service(s) is not-available as per levels below.

- Severity Level 1:** Is defined as, the hardware/Service is not available or there is a major degradation in performance of the system.
- Severity Level 2:** Is defined as, the hardware/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 due to hardware issue. 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	10 Minutes	01 Hours	1.5 Hours
Severity-2	20 Minutes	02 Hours	2.5 Hours
Severity-3	30 Minutes	2.5 Hours	3.0 Hours

Penalties for Non-Compliance to Restoration and Resolution Time:

Severity Level	Restoration Breach	Resolution Breach
Severity-1	1% cost value of the Load Balancer against which call is logged & acknowledged for every 1 hrs. of delay in restoration.	1% cost value of the Load Balancer against which call is logged & acknowledged for every 1.5 hrs. of delay in resolution.
Severity-2	1% cost value of the Load Balancer against which call is logged & acknowledged for every 2 hrs. of delay in restoration.	1% cost value of the Load Balancer against which call is logged & acknowledged for every 2.5 hrs. of delay in resolution.
Severity-3	1% cost value of the Load Balancer against which call is logged & acknowledged for every 2.5 hrs. of delay in restoration.	1% cost value of the Load Balancer against which call is logged & acknowledged for every 3 hrs. of delay in resolution.

Project Delivery Milestones

The Banks expects the bidder to meet the delivery Milestones as detailed in the following table:

S.NO	Milestones	Weeks from date of issue of P.O
1	Purchase Order from J&K Bank to successful bidder	Week-0
2	System Study and finalization of Deployment architecture	Week-1-2
3	Submission of Project Plan detailing each task with target date	Week-3-4
4	Delivery of Hardware	Week 5-8
5	Power-on, Basic Installation, integration and configuration of all devices along with licenses & software	Week 9-10
6	Completion of all work with Go-Live including host integration and existing migration etc.	Week 12
7	Training to 5 staff members for 4 weeks post Sign-Off and completion of all work.	Week 13-14
8	L3 Onsite Resource Deployment for 6 months	Post Sign-Off

The bidder must strictly adhere to the 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:

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

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

Contract Period

The tenure of the contract will be for a period of 5 years, effective from issuance of PO i.e. _____ till _____, unless or until terminated by Bank in accordance with the terms of this SLA. The contract period against this order may be extended for a further period at mutually agreed terms and conditions.

Payment Terms

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

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

Item	Payment Terms	Documents to be Submitted
Product Cost (Hardware, Software, OS etc) along with Other accessories & Cables (Power cords, Ethernet, Fibre Cables etc) with Comprehensive Onsite Warranty with B-2-B OEM Support of 5 years with Part replacement SLA <= 4 hrs.	55% against Delivery of all Devices/Hardware along with applicable Licenses & Software.	➤ Original delivery Challans dully stamped and signed by the Bank Official of each site. ➤ Bill of Materials (BOM) verification report signed by Bank Official. Complete inventory details along with serial numbers of LBs delivered. ➤ Confirmation letter from the OEM mentioning the serial number of LB and additional components along with underlying software, licenses, allied components (i.e. Operating System etc. if any) and warranty details.
All integrated and bundled License and Software cost along with cost of licenses to monitor and manage and carry reporting of the whole solution through a Console with Comprehensive Onsite Warranty & support of 5 years (As per PO)	10% against Delivery and installation and configuration of all licenses and Software in the Devices/Hardware along with support for 5 years.	➤ License details verification report signed by Bank Official. Complete licenses details along with Qty, Serial numbers and support expiry dates.
One-time Implementation ,Installation & Configuration Cost necessarily to be carried by the OEM or OEM Certified Resources.	10% against successful Installation, Implementation, configuration and Commissioning of whole solution (Devices/Hardware/Licenses/Cluster Config) at both locations with satisfactory functioning and on submission of invoices.	➤ Installation & configuration report/mail (dully stamped and signed by the Bank Official of each site along with the signature of the engineers from vendor / OEM) after successful installation,

		configuration and satisfactory functioning and Go-Live of desired setups of the Bank.
Migration and/or configuration activities from Old Radware LB onto new LB at DC & DR to be carried by OEM Certified Resources.	10% after successful migration of desired setups from Old Radware LB along with their properly functioning in Active-Active or Active-Passive Configuration.	➤ Migration Sign-off Letter from Bank official/PMO confirming the criteria.
Sign-Off on whole solution along with functioning of setup as per Bank's Requirement for a minimum period of 6 months with all migrations and configurations completed and One successful DC-DR drill carried on the solution.	5% PO Value to be disbursed after Sign Off and successful completion of 1 DC-DR Drill on the appliances and configured setups along with submission of Bank Guarantee from any Scheduled Commercial Bank for 2 % cost of the Purchase Order and valid till SLA period.	➤ Sign-off Letter from Bank official/PMO confirming smooth functioning of the whole solution with all configurations. ➤ Successful completion of the DC-DR Drill on the solution. ➤ Installation of necessary upgrades in Version/Firmware / Microcodes / OS along with VAPT Closure (if any) ➤ BG Submission for 2% PO value.
Training for complete administration and customisation of offered solution for 4 weeks and for upto 5 officials of the Bank/MSP within 1 month after sign-off and completion of implementation.	3% of the Order Value to be released post imparting training to the Bank Team/MSP Team for 4 weeks.	➤ Signoff from Bank Team that the training covering complete administration & day to day maintenance of the solution has been imparted to the best efforts of the Bidder.
Hardware and Software/ Licenses Comprehensive Warranty & support from 2 nd Year to 5 th Year.	1% of the Order Value to be released at the end of each subsequent year from Year 2 to Year 5 (Total 4%) OR 4% shall be paid 6 months after Sign Off, on submission of Bank Guarantee from any Scheduled Commercial Bank for 2 % cost of the Purchase Order and valid till SLA period. The BG shall be invoked in a case the yearly PM reports & configuration & Creation of any new Vadc,	➤ Signed yearly PM reports & configuration & Creation of any VADC, implementation of any new supported protocol, installation of necessary upgrades in Version/Firmware/ Microcodes/ OS (if any) along with VAPT Closure (if any) along with other related activities.

	configuration of any new supported protocol, necessary upgrades in Version/Firmware/ Microcodes/ OS (if any) along with VAPT Closure (if any) or other tasks is not carried and submitted.	
L3 Resource Cost for 6 months post Sign-off and Handover to keep the solution UP and Running and carry out any changes as per Bank's requirement.	3% of the Order Value to be released quarterly in arrears.	➤ Quarterly in arrears post deducting penalty against absence days.

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

- b) Post Signing of Service Level Agreement (SLA) between Bank and Successful bidder.
- c) Post Signing of Non-Disclosure Agreement (NDA) between Bank and Successful bidder.
- d) Sign off from Bank at various stages.
- e) All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
- f) L3 resources payment shall be released Quarterly in arrears post deducting penalty against absence days on pro-rate basis.

Assignment

The Selected Bidder shall not assign, in whole or in part, the benefits or obligations of the contract to any other person. However, the Bank may assign any of its rights and obligations under the Contract to any of its affiliates without prior consent of Bidder.

Entire Agreement, Amendments, Waivers.

- i. This Master Agreement and each Service Attachment contains the sole and entire agreement of the parties with respect to the entire subject matter hereof, and supersede any and all prior oral or written agreements, discussions, negotiations, commitment, understanding, marketing brochures, and sales correspondence and relating thereto. In entering into this Master Agreement and each Service Attachment each party acknowledges and agrees that it has not relied on any express or implied representation, or other assurance (whether negligently or innocently made), out in this Master Agreement and each Service Attachment. Each party waives all rights and remedies which, but for this Section, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance.
- ii. Neither this Master Agreement nor any Service Attachment may be modified or amended except in writing and signed by the parties.
- iii. No waiver of any provisions of this Master Agreement or any Service Attachment and no consent to any default under this Master Agreement or any Service Attachment shall be effective unless the same shall be in writing and signed by or on behalf of the party against whom such waiver or consent is claimed. No course of dealing or failure of any party to strictly enforce any term, right or condition of this Master Agreement or any Service Attachment shall be construed as a

waiver of such term, right or condition. Waiver by either party of any default other party shall not be deemed a waiver of any other default.

Severability

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

Remedies Cumulative

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

Partnership / Collaboration / Subcontracting

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

Confidentiality

All the Bank's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information etc. (hereinafter referred to as 'Confidential Information') which may be communicated to or come to the knowledge of the Company and /or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Company and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party nor shall use or allow to be used any information other than as may be necessary for the due performance by the Company of its obligations. The Company shall indemnify and keep Bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking regarding Confidential Information by the Company and/or its employees and shall immediately reimburse and pay to the Bank on demand all damages, loss, cost, expenses or any charges that Bank may sustain suffer, incur or pay in connection therewith.

It is clarified that "Confidential Information" includes any and all information that is or has been received by the Company (Receiving Party) from the Bank (Disclosing Party) and that (a) relates to the Disclosing Party and (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed

information would be confidential (c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agent, representatives or consultants.

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

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

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

The restrictions mentioned hereinabove shall not apply to:-

- (a) any information that publicly available at the time of its disclosure; or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same; or
- (b) any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any government, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosures, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

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

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

Information Security:

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

- b. The Successful Bidder's personnel shall follow J&K Bank's information security policy and instructions in this regard.
- c. The Successful Bidder acknowledges that J&K Bank 's business data and other proprietary information or materials, whether developed by J&K Bank or being used by J&K Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to J&K Bank; and the Successful Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Successful Bidder to protect its own proprietary information. Successful Bidder recognizes that the goodwill of J&K Bank depends, among other things, upon the Successful Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Successful Bidder could damage J&K Bank. By reason of Successful Bidder's duties and obligations hereunder, Successful Bidder may come into possession of such proprietary information, even though the Successful Bidder does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract/Agreement. Successful Bidder shall use such information only for the purpose of performing the Service(s) under the Contract/Agreement.
- d. Successful Bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by J&K Bank, whichever is earliest, return any and all information provided to Successful Bidder by J&K Bank, including any copies or reproductions, both hardcopy and electronic.
- e. That the Successful Bidder and each of its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses. Without limiting the foregoing, the Successful Bidder and its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses.
- f. The Successful Bidder shall certify that to the knowledge of the Successful Bidder, there has been no security breach or other compromise of or relating to any information technology and computer systems, networks, hardware, software, data, or equipment owned by the Successful Bidder or its subsidiaries or of any data of the Successful Bidder's, the Operating Partnership's or the Subsidiaries' respective customers, employees, suppliers, vendors that they maintain or that, to their knowledge, any third party maintains on their behalf (collectively, "IT Systems and Data") that had, or would reasonably be expected to have had, individually or in the aggregate, a Material Adverse Effect, and
- g. That the Successful Bidder has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to its IT Systems and Data;
- h. That the Successful Bidder is presently in compliance with all applicable laws, statutes, rules

or regulations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification. Besides the Successful Bidder confirms the compliance with Banks Supplier Security Policy.

- i. That the Successful Bidder has implemented backup and disaster recovery technology consistent with generally accepted industry standards and practices.
- j. That the Successful Bidder and its subsidiaries IT Assets and equipment, computers, Systems, Software's, Networks, hardware, websites, applications and Databases (Collectively called IT systems) are adequate for, and operate and perform in all material respects as required in connection with the operation of business of the Successful Bidder and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants.
- k. That the Successful Bidder shall be responsible for establishing and maintaining an information security program that is designed to:
 - 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 at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of Personal Data and/or use, access, copying, exhibition, transmission or removal of Bank's Confidential Information from Companies facilities. Successful Bidder shall promptly provide Bank with written descriptions of such procedures and policies upon request. Bank shall have the right, upon reasonable prior written notice to Successful Bidder and during normal business hours, to conduct on-site security audits or otherwise inspect Companies facilities to confirm compliance with such security requirements.
- m. That Successful Bidder shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the Client Data, and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are no less rigorous than those maintained by Successful Bidder for its own information or the information of its customers of a similar nature.
- n. That the Successful Bidder shall perform, at its own expense, a security audit no less frequently than annually. This audit shall test the compliance with the agreed-upon security standards and procedures. If the audit shows any matter that may adversely affect Bank, Successful Bidder shall disclose such matter to Bank and provide a detailed plan to remedy such matter. If the audit does not show any matter that may adversely affect Bank, Successful Bidder shall provide the audit or a reasonable summary thereof to Bank. Any such summary may be limited to the extent necessary to avoid a breach of Successful Bidder's security by virtue of providing such summary.
- o. That Bank may use a third party or its own internal staff for an independent audit or to monitor the Successful Bidder's audit. If Bank chooses to conduct its own security audit,

such audit shall be at its own expense. Successful Bidder shall promptly correct any deficiency found in a security audit.

- p. That after providing 30 days prior notice to Successful Bidder, Bank shall have the right to conduct a security audit during normal business hours to ensure compliance with the foregoing security provisions no more frequently than once per year. Notwithstanding the foregoing, if Bank has a good faith belief that there may have been a material breach of the agreed security protections, Bank shall meet with Successful Bidder to discuss the perceived breach and attempt to resolve the matter as soon as reasonably possible. If the matter cannot be resolved within a thirty (30) day period, the parties may initiate an audit to be conducted and completed within thirty (30) days thereafter. A report of the audit findings shall be issued within such thirty (30) day period, or as soon thereafter as is practicable. Such audit shall be conducted by Successful Bidder's auditors, or the successors to their role in the event of a corporate reorganization, at Successful Bidder's cost.
- q. Successful Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy/IT Outsourcing Policy. The relevant policies will be shared with successful Bidder. Successful Bidders should ensure Data Security and protection of facilities/application managed by them.
- r. The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected Successful Bidder would be required to compensate the bank to the fullest extent of loss incurred by the bank.
- s. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and Successful Bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/Successful Bidders & partners.
- t. Successful Bidder criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

Termination of Contract

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

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

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

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

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

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

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

Indemnity

Successful Bidder undertakes to keep the J&K Bank indemnified in case of any loss or damage howsoever arising out of or related to breach of contract, statutory duty or negligence by the Successful Bidder in performance of the contract. The Successful Bidder shall indemnify and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees), relating to or resulting from:-

- i. Intellectual Property infringement or misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project,
- ii. Claims made by the employees who are deployed by the Successful Bidder,
- iii. Breach of confidentiality obligations by the Successful Bidder,
- iv. negligence (including but not limited to any acts or omissions of the Successful Bidder, its officers, principals or employees) or misconduct attributable to the Successful Bidder or any of the employees deployed for the purpose of any or all of the its obligations,
- v. Any loss or damage arising out of loss of data;
- vi. Bonafide use of deliverables and or services provided by the Successful Bidder;

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 Agreement.

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.

Limitation of Liability

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

Exit Clause

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

1. Failure of the Successful Bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract.
2. Delay in delivery beyond the specified period.
3. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
5. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by The Successful Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

Force Majeure

- i. The Selected Company shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- ii. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractors fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, pandemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.

- iii. Unless otherwise directed by the Bank in writing, the selected bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and The Successful Bidder shall hold consultations in an endeavor to find a solution to the problem.
- v. Notwithstanding above, the decision of the Bank shall be final and binding on the successful Company regarding termination of contract or otherwise

Intellectual Property Rights

- 1.1 For any technology / software / product used by Company for performing Services for the Bank as part of this Agreement, Company shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Company.
- 1.2 Without the Bank's prior written approval, Company will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
- 1.3 Company shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- 1.4 The Bank will give (a) notice to Company of any such claim without delay/provide reasonable assistance to Company in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Company shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Company shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Company shall consult with the Bank with respect to the defence and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses Of successful bidder
- 1.5 Company shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Company's compliance with the Bank's specific technical designs or instructions (except where Company knew or should have known that such compliance was likely to result in an Infringement Claim and Company did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.

Corrupt and Fraudulent practice.

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

- ii. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- iii. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- iv. The Bank reserves the right to reject a proposal for award if it determines that the Company recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- v. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it becomes known that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Governing Laws and Dispute Resolution

This agreement shall be governed in accordance with the Laws of UT of J&K read with laws of India so far as they are applicable to the UT of J&K for the time being and will be subject to the exclusive jurisdiction of Courts at Srinagar with exclusion of all other Courts.

The Bank and the Successful Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank **for end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank’s DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite Support warranty of 5 years** and designated representative of the Successful Bidder. If designated Officer of the Bank and representative of the Successful Bidder are unable to resolve the dispute within reasonable period, which in any case shall not exceed 30 days they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and the Successful Bidder respectively. If even after elapse of reasonable period, which in any case shall not exceed 60 days, the senior authorized personnel designated by the Bank and the Successful Bidder are unable to resolve the dispute amicably OR any party fails to designate its officer/representative/ senior authorized personnel within days from the date of request in writing for the same by the other party for amicable settlement of dispute, the dispute shall be referred to a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and the venue of the arbitration shall be at Srinagar. The language of the arbitration proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.

Notices

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

Following shall be address of BANK for notice purpose:

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

Following shall be address of Company for notice purpose:

Other Terms and Conditions

- i. If any provision of this agreement or any document, if any, delivered in connection with this agreement is partially or completely invalid or unenforceable in any jurisdiction, then that provision shall be ineffective in that jurisdiction to the extent of its invalidity or unenforceability. However, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this agreement, all of which shall be construed and enforced as if such invalid or unenforceable provision was/were omitted, nor shall the invalidity or unenforceability of that provision in one jurisdiction affect its validity or enforceability in any other jurisdiction. The invalid or unenforceable provision will be replaced in writing by a mutually acceptable provision, which being valid and enforceable comes closest to the intention of the Parties underlying the invalid or unenforceable provision.
- ii. Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Company. The Company agrees and undertakes to allow the Bank or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by the Company within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. The Company shall allow the Bank to conduct audits or inspection of its Books and account with regard to Bank's documents by one or more officials or employees or other persons duly authorized by the Bank.
- iii. The company, either by itself or through its group companies or Associates, shall not use the name and/or trademark/logo of Bank, in any sales or marketing publication or advertisement, or in any other manner.
- iv. Any addition, alteration, amendment, of this Agreement shall be in writing, signed by both the parties.
- v. The invalidity or unenforceability for any reason of any covenant of this Agreement shall not prejudice or affect the validity or enforceability of its other covenants. The invalid or unenforceable provision will be replaced by a mutually acceptable provision, which being valid and enforceable comes closest to the intention and economic positions of the Parties underlying the invalid or unenforceable provision.
- vi. Each party warrants that it has full power and authority to enter into and perform this Agreement, the respective executants are duly empowered and/or authorized to execute this Agreement, and performance of this Agreement will not result in breach of any provision of the Memorandum and Articles of Association or equivalent constitutional documents of the either party or any breach of any order, judgment or agreement by which the party is bound.
- vii. The terms and conditions laid down in the RFP shall be read and construed forming part of this service level agreement. In an event of contradiction on any term or condition between RFP and service level agreement, the terms and conditions of service level agreement shall prevail.

e-RFP Ref. No: JKB/CHQ/T&D/Load-balancing/2025-1532

Dated: 04-10-2025



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

Agreed and signed on behalf of
Company's Authorized Signatory

Name.....
Designation.....

Witness (1):

Name.....
Designation.....

Witness (2):

Name.....
Designation.....

Agreed and signed on behalf of
J&K Bank Limited

Name.....
Designation.....

Witness (1):

Name.....
Designation.....

Witness (2):

Name.....
Designation.....

Annexure K: Undertaking

Bidder has to submit Undertaking on company letter head as per format given below

To

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

Dear Sir,

Sub: RFP no: _____, “end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank’s DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years”.

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **“end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank’s DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years** to the Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid which is 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 hereby undertake that all the components of the hardware supplied are neither declared End of Life and End of Sale as on date of bidding nor shall reach end of support during the period of contract. Also all the supporting softwares/hardware supplied are properly licensed, legally obtained and with latest version and provisions of upgrades to higher versions.

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

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

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

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

e-RFP Ref. No: JKB/CHQ/T&D/Load-balancing/2025-1532

Dated: 04-10-2025



UT of J&K including Prevention of Corruption Act 1988.

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

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

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

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

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

We agree to all terms & conditions of the RFP.

Place:

Seal and signature of The Bidder

Annexure L: Know Your Employee (KYE) Clause

Bidder has to submit Undertaking on company letter head as per format given below.

1. We on the behalf of _____ (name of the company) hereby confirm that all the resources (both on-site and off-site) working on the Bank's project i.e. for **“end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank's DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years”**
2. We 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.
3. 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.
4. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for **“end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank's DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years”**.

Sign and seal of Competent Authority
Name of Competent Authority
Dated

Annexure M: Manufacturer Authorization Form (MAF):

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

No. _____ dated _____

Offer Reference No.: _____

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

Dear Sir,

Sub: RFP no: _____ for “end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank’s DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years”.

We _____ (Name of the OEM) who are established and reputed manufactures of _____ having Offices at _____ do hereby authorize M/s _____ (who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to offer their quotation, negotiate and conclude the contract with you against the above RFP.

We confirm that our business (OEM Name) had a turnover exceeding Rs----- (Rupees ---) per annum in last three financial years. (i.e. 2022-23, 2023-24, 2024-25).

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

In case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM or through their authorized partners within the stipulated time without any additional cost to the Bank.

Yours faithfully,
 (Name)
 For and on behalf of
 M/s _____ (Name of manufactures)

Annexure N: Malicious-Code Free Certificate

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

No. _____ dated _____

Offer Reference No.: _____

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

Sub: RFP no: _____ for “end-to-end Supply, Implementation, Installation, Configuration, Training and Maintenance of Hardware Load Balancers in HA Configuration at Bank’s DC & DR sites along with associated Licenses & Software with a Comprehensive Onsite warranty & Support of 5 years”.

Dear Sir,

We _____ (Name of the OEM) who are established and reputed manufactures of _____ having Registered Offices\ at _____ and a Local Office at _____ do hereby certify that the Solution and Software being offered as part of this contract, does not contain Embedded Malicious code that would activate procedures to:

- (i) Inhibit the desired and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

Yours faithfully,
 (Name)
 For and on behalf of
 M/s _____ (Name of manufactures)