



**Online Request for Proposal (e-RFP)
For
Selection of Service Provider for Supply, Implementation, &
Maintenance of Enterprise Resource Planning (ERP) Solution.**

e-RFP Ref. No: JKB/CHQ/T&D/ERP-Soln/2025-1530
Dated: 30-09-2025

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

e-RFP Reference No.	JKB/CHQ/T&D/ERP-Soln/2025-1530 Dated: 30-09-2025
Date of Issue of RFP	03-10-2025
RFP Description	Selection of Service Provider for Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution
Issuer of the RFP-Department	Technology & Development Department
Bank's Communication Details	J&K Bank Technology & Development, 5th Floor, Corporate Headquarters, MA Road, Srinagar Mr. Bilal Mudaw Phone No: +91-9622607070 Email ID: bilal@jkbmail.com
RFP Application Fee (Non - Refundable)	Rs. 2500/- (Rupees Twenty Five Hundred Only) to be deposited through Transfer / NEFT to the below detailed A/c: Account Name: Tender Fee/ Cost Account 16-digit Account No: 9931530300000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters
Earnest Money Deposit (EMD) (Refundable)	Rs. 50,00,000(Rupees Fifty Lacs only) to be deposited through transfer / NEFT to the following A/c with Bank details given as: Account Name: Earnest Money Deposit (EMD) 16-digit Account No: 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 (EMD is exempted for all Start-ups as recognized by DPIIT/DIPP)
Performance Bank Guarantee	5% of the Total Contract Value
Bid Document Availability including changes/amendments, if any to be issued	Document can be downloaded Bank's e-Tendering Service Portal https://jkbank.abcprocure.com/w.e.f October 03, 2025 16.00 Hrs. to October 24, 2025 17.00 Hrs.
Last date for pre-Bids queries & submission Mode	on-line through the prescribed e-Tendering portal https://jkbank.abcprocure.com October 10, 2025 17.00 Hrs.

Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online on October 17, 2025										
Pre-Bid Meeting	Prebid Meeting shall be held online through Banks Online Meeting Platform. Bidders to submit a maximum of 2 Participants names, Contact Numbers, Designations and email ids on mail id: bilal@jkbmail.com by the date of prebid query submission. Meeting invite link shall be sent by Bank to the bidder's email id.										
Last date and time for Bid	October 24, 2025 17.00 Hrs.										
Submission of online Bids	As prescribed in Bank's online tender portal https://jkbank.abcpocure.com										
Date and time of opening of technical bid	To be notified separately										
Corrigendum	All the Corrigendum will be uploaded on online tender portal https://jkbank.abcpocure.com _only										
For e-Tender related Queries	<p>Service Provider:</p> <p>M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat</p> <p>Help Desk:</p> <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 advice/clarifications. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on it.

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

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

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

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

List of Abbreviations

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

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

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SECTION A - INTRODUCTION

1. Brief about Bank

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

2. Purpose of RFP

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified and experienced Service Providers for the design, supply, implementation, customization, integration, and maintenance of a robust Enterprise Resource Planning (ERP) solution for the Bank. The initiative is aimed at transforming the existing business processes by deploying a centralized, technology-driven platform that enables seamless integration of all key functions, including Finance & Accounts, Procurement, Inventory Management, Project/Contracts Managements, Fixed Assets, Operations, Compliance, and other critical areas.

The issuance of this RFP is intended to engage a competent technology partner who can provide an end-to-end ERP solution that is scalable, secure, and aligned with industry best practices. The solution is expected to:

- Standardize and automate core business operations to improve efficiency and accuracy.
- Provide a single source of truth for organizational data, ensuring consistency, transparency, and reliability of information across departments.
- Enhance decision-making through real-time reporting, analytics, and dashboards.
- Ensure adherence to statutory, regulatory, and audit requirements.
- Support future growth by offering scalability, modularity, and flexibility.
- Enable knowledge transfer and capacity building within the Bank for effective post-implementation management.

Through this RFP, the Bank/Organization seeks to identify and select a vendor/partner with proven expertise in ERP implementation, strong domain knowledge, and a demonstrated track record of successful deployments in similar environments. The ultimate objective is to implement an ERP solution that not only addresses current business needs but also strengthens operational resilience, promotes digital transformation, and supports the long-term strategic vision of the Bank.

The proposed ERP Solution in Jammu & Kashmir Bank shall act as a one stop critical master solution encompassing Enterprise level GL, Balance Sheet, Profit and Loss, Cash Flow, Schedules and Notes to Accounts statements both based on IND AS and IGAAP books. Besides the solution would automate the process of planning and budgeting, forecasting, Accounts receivable, Payables, end-to-end Fixed Assets Management solution, Vendor Payments System, Inventory Management System, Property Manager, Procurement System, Projects Management, Compliance reporting

The major areas/modules which have to be implemented by deployment of ERP solution are as under:

- **Enterprise Budgeting & Planning** :- This module shall help Bank in managing various Budgeting activities including Budget Forecasting, Monitoring of Budgets, Expenditure Management (Capital/Revenue), Spend management, cost utilizations, cost over runs etc .
- **Project Management**:-This module shall be used to track the entire project life cycle across various stages of planning & delivery, project milestones, vendor management , budget allocation
- **Financial Management**: - This shall be required for consolidation of various financial statements including Balance Sheet, Profit & Loss, Audit & MOCs, Regulatory Filing etc.
- **Procurement Activities** – This would include the entire cycle of procurement right from raising of Purchase Order, to vouching of accounting entries, capturing of invoice details and payment to the vendors.
- **ERP Analytics** – Various data and business analytics including reports that can help the stakeholders of the Bank make actionable decisions

The initial contract period will be for a period of 5 years. The bidder must comply with the terms and conditions outlined in this RFP.

3. Eligibility Criteria

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

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

4. Overview of the Existing Process(s)

The Bank/Organization currently operates through multiple standalone systems and manual processes to manage its core functions such as Finance & Accounts, Fixed Assets, Inventory, Procurement, Compliance, and Operations. These systems function in isolation and lack seamless integration, resulting in data silos and inconsistencies. A significant portion of critical activities is still performed manually, leading to inefficiencies, delays, and increased scope for human error.

Reporting is fragmented and time-consuming, as information needs to be collated from multiple sources, often requiring manual reconciliation. This not only impacts the accuracy and timeliness of decision-making but also hinders management’s ability to access real-time insights into operations. Furthermore,

the existing setup provides limited scalability and adaptability to evolving regulatory requirements, market dynamics, and organizational growth.

Key challenges faced under the current environment include:

- Duplication of effort and redundant data entry across disparate systems.
- Limited integration among departments, resulting in poor visibility of end-to-end processes.
- Manual reconciliation of financial and operational data, causing delays in reporting.
- Difficulty in ensuring compliance with statutory, audit, and regulatory requirements.
- Limited capacity to generate real-time, comprehensive management reports and dashboards.
- Inefficiencies in resource utilization and process execution.
- Inability of the current systems to scale with business growth or adapt to technological advancements.

5. Scope of Work

The selected bidder shall be responsible for the supply, design, deployment, maintenance, integration, training, post-implementation support, sustenance of supplied ERP solution ensuring seamless rollout , robust security , and full compliance with regulatory requirements.

. The broad scope of work outlined below is indicative and not exhaustive, and shall include all activities necessary for the successful deployment of Enterprise Resource Planning Solution. This includes, but is not limited to, design, implementation, , integration, configuration, testing, and support activities.

The brief about the various features expected out of the proposed solution are as follows:

Organization Structure & General Requirements

1. To design the GL Structure /COA
2. to support multiple Departments / Branches / Offices
3. set up the role based access for each BI user
4. to report receipts & payments at various organizational levels
5. define approval/work flows for invoices/ payments based on the organization structure
6. Generate an output of all accounting entries for a user specified period (daily/weekly/Monthly etc.).
7. Generate & maintain sequential document numbering based on different business transactions.
8. Facilitate integrate with various other modules such as Procurement, Human resources, Projects etc.
9. facilitates interface with various third party Soft wares / tools & Legacy systems
10. facilitate upload of the supporting documents including invoices etc. for each type of entry
11. Business Analytics that can facilitate budgeting, formulation of business plan and setting of business targets

General Ledger -

1. Books keeping as per IGAAP & IND AS and automatic mirroring across the two modules triggered by one time entry, based on configured rule engines.
2. To create & maintain Ledger Account codes
3. To segregate ledger accounts such as Payments, Asset, and Liabilities etc.
4. To consolidate information within and across general ledgers for month end reporting purposes
5. To integrate G/L, accounts payable, accounts receivable with all the sub-ledgers and synchronize with the G/L in on-line, real-time manner.
6. To record and do inter-group accounting for the transactions and report balances
7. To support multiple levels of approval for a journal voucher before posting as per the predefined DAP.
8. To pass the entries in the next period before closing the current period and access control for passing entries.
9. To track period-end provisions by different voucher series, if required.
10. Option to automatically reverse all provisions in the next period.
11. Facilitate automatic carry forward of balances for balance sheet accounts during a yearend closing.
12. To capture unlimited line items that can be entered in the journal vouchers
13. Daily B/S should come from the ERP system.
14. Handling of Memorandum of Changes issued by auditors to generate the post audited financial statements
15. Maker checker facility for any master data changes
16. ERP system should help in cost allocation across location/deptt.
17. Solution to facilitate reconciliation of GST transactions

Accounts receivable - Receivables

18. Generation of invoices/credit note through the AR module
19. System should generate an ageing analysis at the overall balance level and also at the Individual account level.

Accounts Payables - Payables

1. Setup of vendor master with the ability to capture GST No and MSME no and vendor/exempt under GST vendor etc. (ability to verify the details from GSTIN/MSME portal through Integrations)
2. System should provide workflow for Invoice processing & approvals by department and flow of automatic entry for payments & approvals.
3. to capture the credit period to the vendor
4. Generation of PO from the ERP. - Procurement
5. Accounts Payable including 3 way mapping function including approval & authorization of expenses.
6. Fully integrate the Accounts payables system with other financial sub modules like general ledger, fixed asset, purchasing, inventory etc.
7. To provide different types of transaction processing like supplier Invoice, Advances, Adjustment JVs, and Payments etc.
8. System should support generation debit/ credit note for Vendors.
9. System should provide for automatic adjustment of invoices / credit notes with prepayments/ debit notes/ advance payment.
10. System should provide options to facilitate upload of entries in excel file or other mode.
11. System should provide alerts for vendor payment with the credit period and specifically for the MSME vendors
12. System should generate ageing analysis for the outstanding invoices & Ability to reflect Invoice wise outstanding for a particular vendor and for group of vendors.
13. To release part payment against an invoice and balance payment process on a subsequent date

14. To make payment on account to a vendor and later link it to vendor specific invoice or invoices received. Ability to mark invoices as running bills or final bill.
15. To facilitate centralized payment for all the purchases made for different projects/department from the same vendor.
16. To block invoices and vendors for payment
17. To facilitate statutory compliance related to GST, TDS / GST TDS at the time of capturing the expense data entry.
18. The fields related to tax rates should be flexible to accommodate any changes to tax rate in future.
19. System should support processing of recurring invoices for vendors
20. To support multiple approval hierarchy for Payment Processing as per the Delegation of Authority of the organization
21. To generate the CSV/Excel file as per Bank format for selected payment entry.
22. To generate the payment entry.
23. Generation/ creation of statutory reports.
24. Ability to customized report for MIS as per the management.
25. GSTR2B reconciliation
26. Ability to amortize expenses for insurance / AMS
27. Sharing of TDS certificates with suppliers
28. GST, RCM and TDS automation
29. Capture reverse feed from bank including UTR number
30. PAN, GSTN duplicity check
31. Invoice capturing solution by branches with delegation of authority approval

Fixed Asset Management - (Asset)

1. Requisition creation
2. Fixed Asset Card Creation
3. Creating and Posting Fixed Asset Entries (Branch Book and Income Tax Book)
4. Depreciation.
5. Reversal.
6. FA Transfer.
7. Disposal.
8. Appreciation.
9. Closing Activities.
10. Facility for Fixed Assets tagging and serialization.
11. Maintaining of Two separate sets of books – one under Companies Act and another under Income Tax Act.
12. The system should handle GST compliant accounting with respect to sales/disposal of fixed assets along with invoicing -
13. The Solution should be capable of aiding in conducting physical verification of assets & maintain record of movement, repair, AMC etc.
14. The Implementation partner shall be required to migrate the existing Fixed Asset Register/Data of the Bank maintained in Microsoft Dynamics

Vendor Payment System - Payables

1. Creating Invoice
2. Posting the invoice.
3. CBS (Finacle) posting.
4. Reversal.
5. Generation of payment vouchers/RCM Invoices, wherever applicable
6. Payment processing be based on approved budgets
7. Hosts to hosts
1. The Implementation partner shall be required to migrate the existing Inventory Purchase Register/Vendor Payment Data of the Bank maintained in Microsoft Dynamics

Inventory Management System - Purchasing, Payables

2. Purchase order.
3. Vendor invoice.
4. Purchase invoice.
5. Payment processing.
6. Adjustment.
7. Purchase Requisition with capability to compare with budgets
8. Self-access to suppliers to view the account details and upload invoices
9. Sourcing capabilities
10. Mobile app driven solution
11. The Implementation partner shall be required to migrate the existing Inventory Register of the Bank maintained Microsoft Dynamics

Property Manager

1. Maintain lease master for all branches
2. Capture rent escalations, benefits, obligations
3. GST, TDS compliance on rental invoices
4. IND-AS 116 compliance
5. Auto generation of rent invoices for payments
6. Pay Security deposit and adjust towards lease closure
7. Duplicity check on the rent payment date
8. Letter of intent for agreement generation
9. Calculation of provision for lease liability
10. Deduct TDS from first month based on projections for the year

IT Procurement System

1) Procurement Cycle

- Tracker for processing of Requisitions of IT Hardware from Branches/ Zonal Offices
- Purchase Order tracker for all IT Hardware & Software.
- Logical item number generation
- Catalog and non-catalog based solution

2) Payment Cycle.

- a. Invoice tracker for processing invoices/payments received from various IT vendors with bulk import/updation.
- b. Integrated solution for Payment release of invoices with ability of bulk processing, segregation into different projects and departments, prepaid expenditure, advance payments tracking.
- c. Automation in Quarterly Provisioning activity project wise.
- d. Automation in Quarterly activity of Prepaid Amortization.
- e. Management of Earnest Money Deposit vis-a-vis., reporting and refund.
- f. Generation of MIS reports based on expenditure on Software, Hardware, & Nature of service, etc.
- g. Generation of reports for TDS, GST TDS, and vendor wise payments.

Contract Management- Project Management, Procurement

1. Lifecycle of a Project/Contract (Conceptual -> Approved (with Envisaged Budget) -> Selection Process (RFP etc.) -> UAT,GO-Live, Delivery -> Maintenance & Renewals)

2. Starts when a New Project or Requirement Conceived.
3. An ADHOC Project Will be created in the system , which will track the details of this project like Bank Team Details –Project Manager, Committee Members, Tentative Budget, Track Various Stages of Project along with Timelines till a Vendor/Partner is selected.
4. Once a Vendor is Selected this ADHOC Project Gets Converted into a contract and all the Contract details including Milestones based deliverables, Budget, Vendor, Purchase Order, Maintenance Performance Bank Guarantee Details etc. will be added to the System. – will handle in Projects
5. Throughout the life cycle of a Project/Contract- all the details will be captured by the system like Invoices, Payments Made against the Milestones (Bifurcated against CAPEX/OPEX), Renewals, Hardware Details used in the Project.
6. Change Requests /Feature Additions to the Contract/Project (not part of Initial Envisaged Deliverables) will be created as a sub-project (branch) of Main Project/Contract, and each sub-project will have its own lifecycle like a Main Project and can be tracked/reported individually as well as clubbed under the Main Project tracking and financials.
7. Reporting Based on Filters like status, stages, Milestone Achievements/Delays, Budget etc.
8. Expenditure Reporting Based on Date Ranges (The Report would atleast show Expenditure on Capex or Opex Side, Name of project, Type of Project, Project Manager etc..)
9. Performance Reporting to Track the Performance of a Project manager from the Projects Assigned (Historic as well as Current) in terms of Deadline Adherence to Milestones, Go-Live Dates etc.

Reporting Management - GL

1. To generate financial statements (Balance Sheet, Profit and Loss, Cash Flow, Schedules and Notes to Account) both based on IND AS and IGAAP books (monthly/half yearly Quarterly/yearly)
2. MIS Trial Balance segment wise.
3. facility to upload budget
4. to track the actual v/s budgeted on a monthly/quarterly /yearly basis and generate budget vs actuals report
5. Cost Centre Accounting
6. MIS reports on monthly/half yearly/quarterly/yearly basis based on predefined formats required for regulatory as well as non-regulatory compliances
7. Segment-wise Profit & loss and Balance sheet
8. Data import/ export
9. Source wise trial balance
10. Control accounts reconciliation report
11. Daily Trial Balance
12. Automated generation of Financial Statements for submission to regulators like RBI, SEBI in prescribed formats.
13. Comparative reporting including YoY, QoQ, MoM, Budget vs Actual, and Forecast vs Actual.
14. Ratio analysis readily available within the system.
15. Support for generation of consolidated financial statements, i.e., consolidation of the Financials of Bank with its subsidiary & Associate, with the ability to drill down to entity-level details and reconcile with standalone results.

Compliance reporting - Custom reporting

1. Ability to customize / generate various report as prescribed by RBI based on prescribed format
2. to allocate ratios for various balances /PL for preparation of RBI reports
3. To generate TDS report.
4. Standard compliance report /formats /formulae mapping
5. Generation/ creation of statutory reports.
6. Ability to customized report for MIS as per the management.
7. Approval engine aligned with bank's delegation of authority

Tendering and Sourcing

1. Ability to initiate tendering process
2. Online Bid Submission
3. Procedure for bid evaluation and Bid Evaluation Criteria
4. Onboarding of Supplier

Audit function

1. System should facilitate audit trail of transactions/ record/ entry.
2. Separate login access right to auditor, to audit the transaction/ Books of accounts.
3. System should record the Dates of the event, accounting, preparation of the voucher, authorization of the voucher, changes, if any, reference document, reversal, if any etc. on each voucher

Business analytics

1. Creation of ADHOC query, reporting, analysis, dashboard, and user-friendly information search and navigation functionality,
2. Installation and configuration of the BI Tool
3. To develop Dashboards for all the users.
4. To develop and implement ad-hoc reports

Enterprise Integration Layer

1. Define integration scope between the ERP solution and other applications
2. Set-up data movement
3. API integration with CCMS/ MMS/HR/CBS/Cards/Insurance/Treasury/GST/ITSM etc. module for data import/ capture for day to day accounting
4. Integration with GST solution software for GST related entry.
5. Integration with Fixed assets accounting software for fixed assets accounting entry.
6. The ERP solutions should facilitate integration with all existing as well as any new software which company is currently using/ in the process of procurement or will acquire in future. (Without any additional cost.)

1. Solution Design & Architecture

- i. The bidder shall ensure Solution Design Document, Solution Architecture Diagram, Data Flow diagram (DFD), High-Level Design (HLD) and Low-Level Design (LLD) are submitted to the Bank.

2. Support & Maintenance

1. The bidder shall provide 24x7 remote support and on site resource (if deemed necessary by Bank) for providing end to end support for ERP setup
2. The bidder shall maintain an escalation matrix up to country Head level.
3. The bidder shall use SLA-based ticketing tools and participate in DR drills. The bidder shall maintain and support bank's team ensuring availability, configuration management VAPT closures

4. The bidder shall provide an escalation matrix with defined response/resolution times for critical, major, and minor incidents.
5. The Bidder shall manage rules including transport rules, inbox rules etc., and compliance policies configured within the Exchange environment, ensuring alignment with security and communication policies.
6. The bidder shall provide Platform Administration via OEM to manage the technical administration for the environments in scope, including the database and SR support across a 24x7 window. post implementation phase.
7. The successful bidder shall be responsible for escalation handling and coordination with OEM post implementation phase.
8. The successful bidder shall perform routine health checks, reporting, and compliance audits..
9. The bidder shall ensure full compliance with the Bank's Business Continuity policy, in line with the Reserve Bank of India's Master Directions. The Bidder shall conduct half yearly DC- DR drills

Documentation and Knowledge Transfer: The Bidder shall provide necessary documentation and training to the Bank's designated personnel for the ongoing management and monitoring of Litigation Hold and mail retention settings.

10.Multi-Factor Authentication (MFA)

Bidder shall provide a Multi-Factor Authentication (MFA) Solution for users to login proposed ERP application. The Solution should also have a capability of Single Sign-On (SSO) and mobile based authentication (TOTP) on ERP application login

11.Security Review and Compliance

The deployed shall be subject to a comprehensive review and formal approval by the Bank's Strategy team and Information Security Team prior to its production rollout. The selected Bidder must ensure that all security controls and configurations implemented as part of the deployment are audit-ready, fully documented, and aligned with the Bank's internal security policies, RBI guidelines, and other applicable regulatory requirements.

Infrastructure Sizing

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

For the purpose of Infrastructure sizing, Bidder shall submit a brief architecture document detailing the below solution environments, internal connections and their components (Bill of Materials), as part of technical bid. The Solution architecture should be built considering the information set out in this RFP, solution specific requirements and following solution environments:

1. UAT/Dev/Testing Environment
2. Production (High Availability) - Primary Data Centre Environment
3. Disaster Recovery Environment

Successful Bidder shall provide the infrastructure requirement for On-premise deployment of the solution for a period of 5 years.

The Infrastructure details should include the following:

- All hardware components required necessary for enterprise level implementation of the solution such as Servers/Load Balancers/Storage/Network Components etc., and any other peripheral devices. Bank shall provide the required Hardware Components.
- All software components of the solution such as Application/Web App/Middleware/Backup/Archival and Licenses.
- Software components like DB/Middleware to be factored under the proposed commercial rates

Note: - In case the solution uses database and Middleware as Oracle, same shall be provided by Bank itself, for databases other than Oracle the cost has to be factored in the commercials & genuineness certificate has to be provided to the Bank.

6. Location of Work

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

Project Implementation team shall be required to be deployed onsite at Bank's Corporate Headquarters, Srinagar for the implementation period & to work closely with Business & IT project teams.

1. CHQ , Srinagar

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

2. Data Center Noida

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

3. DR Mumbai

Ctrl S Data Center,
Mahape, Navi Mumbai, Maharashtra, 400701

7. Resource Deployment and Competency

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

The Selected Vendor shall be required to deploy L2 resources post implementation, the brief job description of the deployed resources is defined as under:

Analyse and resolve functional issues (e.g., AP invoice not validating, PO not closing, GL journal import errors).

- Execute seeded concurrent programs/reports for error handling.
- Support basic configuration & setups (responsibility assignments, profile options).
- Provide workarounds or temporary solutions.
- Validate business transactions (matching rules, approvals, workflows).
- Work with DBAs/Tech teams for issues needing performance or backend intervention.
- Escalate product bugs or complex scenarios to L3.
- Engage with OEM Support (Service Request/Tickets) when product-level defects are suspected.

Functional Activities to be supported by Lead Application support Engineer (L3 and L4) would be as follows;

Typical L3 activities

- Perform root cause analysis for recurring/complex issues.
- Support advanced configuration & setups functional design changes.
- Modify and test customizations (RICE – Reports, Interfaces, Conversions, and Extensions).
- Work on workflow issues (approvals stuck, workflow mailer errors).
- Performance tuning for concurrent programs and custom reports.
- Review -recommended patches/fixes (in coordination with DBAs).
- Support UAT, regression testing, and deployment activities.
-

Typical L4 activities

- Provide patches, fixes, and diagnostic scripts for known bugs.
- Review and recommend Release upgrades and legislative patches (e.g., India GST, US Payroll compliance).
- Provide root cause solutions for ERP product defects.
- Offer best practices and product usage guidance.
- Escalation point for unresolved L3 issues.
- Knowledge sharing through OEM Support notes and documentation

8. Invitation for Tender Offer

J&K Bank invites tenders for Technical bid (online) and Commercial bid (online) from suitable bidders. In this RFP, the term “bidder” refers to the bidder delivering products / services mentioned in this RFP. The prospective bidders are advised to note the following: The interested bidders are required to submit the Non-refundable RFP Application Fees of ₹2500 by way of NEFT, details of which are mentioned at clause of Earnest Money Deposit in Section C.

Bidders are required to submit Earnest Money Deposit (EMD) for **₹50, 00,000/-** (Rupees Fifty Lacs Only). The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank acceptable to the Bank. Offers made without EMD will be rejected.

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

9. Project Delivery Milestones

The bidder shall have back to back arrangement with OEM and OEM shall be responsible for end-to-end delivery and implementation of the solution including Functional Configuration, Custom Development and Data Migration activities as per the required scope and schedule.

The project shall be delivered in the following phases:

Project Phases:



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

1. Project Planning & Governance

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

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

As part of the Project Governance following activities need to be ensured for effective delivery & implementation

- Assign dedicated Project Manager for bank
- Provide escalation matrix upto the level of Country Head
- Conduct weekly project status meetings
- Maintain & track project activities in the form of Gantt Charts
- Maintain Issue tracker & highlight critical issues on priority

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

3. Delivery

The implementation is expected to be completed in 15 months in a phase wise manner with all phases to be taken in parallel. The various phases & respective modules along with timelines are briefly described as under:

Phase	Modules	Duration
1	General Ledger (GL), Accounts Payable (AP) & Fixed Assets (FA) , Accounts receivable (AR),I-Procurement Purchasing, Inventory	12 months + 3 months intensive support
2	Sourcing, Project Planning , Project Costing, iSupplier, Inventory, Property Manager	6 month + 3 months intensive support
3	Budgeting, Financial Planning and analytics	5 months + 1 month intensive support

OEM shall be responsible for support required for setting up the ERP environment with following high level project activities. The detailed set of activities are defined under table 1

- Provisioning and installation of the application and database instance along with other reporting and analytic tools
- Configuring backup as per backup policy

- Patch the Identified Environments as required to maintain existing functionality including Critical and security patches.
- Promote from DEV to UAT to Production instance in line with instructions submitted by Bank
- i. Perform tasks that require administrative privileges for the ERP Modules in accordance with Table 1 once for each environment in scope:
 - i. Refreshes
 - ii. Backups and Restores
 - iii. Space allocation
 - iv. Purge routines
 - v. Environment configuration changes
 - vi. Security administration, including basic access controls
 - vii. Make configuration changes as required to maintain performance of the supported programs

OEM support for functional configuration and Custom Development Services.

- i. Functional Configuration of ERP modules in Dev, UAT and Prod environment as per mentioned Table 1.
- ii. Analyse and validate the business requirement in each module mentioned in table 1.
- iii. Functional design and build for customization, Integration and localization as identified in the Table 1.
- iv. Analyse the issues reported in each module during testing to identify whether it is related to application configuration or customization, Integration & Localization
- v. Resolve issue(s) related to application configurations.
- vi. Provide assistance to fix reported issue in Customization, Integration & Localization
- vii. Perform unit testing for issue fixes.
- viii. OEM should configure the standard functional configuration in following modules of the supplied ERP solution
 - Planning & Budgeting
 - Financial Planning
 - Budgeting & Forecasting
 - Capital Planning
 - Reporting Modules
- ix. OEM shall create formulas for calculating Financial Ratios (based on daily, fortnightly, monthly, quarterly and yearly averages).
- x. Integration of budgeting and planning tools with Microsoft office components, three types of planning shall be needed to be configured including
 - Regulators Plan
 - Board Plan
 - Internal Plan

- **Plans at monthly level will be configured**
- **Budget Plan: 1 Year (with Quarterly & monthly break-ups)**
- **Rolling Plan: 5 Years (with Quarterly & yearly break-ups)**

Data Migration Activities

OEM shall be responsible for following data migration activities such as:

- i. Preparation of Data Collection templates for up to 20 templates.
- ii. Documenting the conversion rules and mapping requirements using the Data Migration Mapping Document format
- iii. Development of Data Upload scripts and perform data upload for up to 20 data objects
- iv. Perform Upload of Data upload in Non-Production environments as identified in Table 1.
- v. Validation of data upload using audit report before handing over to Business Users for final validation.

Documentation

OEM shall be responsible for creating and/or updating the documentation provided by Bank related to new or modified objects such as:

- i. Application configuration documents.
- ii. Functional design documents.
- iii. Technical design documents.
- iv. Data migration mapping documents.
- v. User manuals.
- vi. Software Requirement Specification (SRS).

System Integration Testing (SIT) and User Acceptance Testing (UAT)

OEM shall be responsible for providing assistance to the bank in following activities

- i. Perform Data Migration Iterations as identified in Table 1
- ii. Issue resolution reported during SIT and UAT which would cover the standard ERP functionality in modules and development/modification as per Table 2.
- iii. OEM shall be responsible for providing assistance during User Acceptance Testing by Bank Teams
- iv. OEM shall assist with resolution of issues reported during UAT testing which would cover the standard ERP functionality.
- v. OEM shall provide online knowledge transfer sessions for Key Users identified by the Bank on the standard ERP functionality for modules related modifications in accordance with the Service Maximums table.
- vi. OEM shall be responsible for deploying the functional configurations into the Production Environment.
- vii. OEM shall be responsible for Go-Live related activities after reconciliation and verification of Test Data Migrations in the Production Environment.
- viii. OEM shall be responsible to provide support following Customer's Production Go-Live during the stabilization phase.

(Table 1)

Type	Quantity/Frequency
Environments for which OEM will provide the Services	ERP Solution One (1) Production Environment (Prod) One (1) UAT Environment / Development (Dev) Environment One (1) Disaster Recovery (DR) One (1) production and One (1) DR of Reporting tool environment and Analytics One (1) UAT environment for reporting tool
Supported Modules	ERP Modules: <ul style="list-style-type: none"> Financials – General Ledger (GL), Accounts Payable (AP) & Fixed Assets (FA) , Accounts receivable (AR) Procurement Purchasing and Sourcing Project Planning Project Costing Supplier Inventory Property Manager Planning Budgeting
Scope for Implementation	All J&K Bank Branches (approx. 1000)
Delivery Methodology	Remote and Onsite
Assistance with Number of Test Data Migrations Iterations	Two (2)
Number of Key Users for which OEM will provide “Train the Trainer” knowledge transfer sessions	Up to Twenty (20)
Duration of Key Business User knowledge transfer (Train the Trainer)	Two (2) Business weeks
Duration of System integration Testing assistance (DEV)	Six (6) Business weeks
Duration of UAT Assistance (prior to Go-Live)	Six (6) Business weeks
Duration of post-production stabilization assistance	Three (3) Months, for each module listed in supported modules starting immediately after go-live of module.
Modifications/Development	As per details given in Table 2

	<p>Up to Eight (8) Workflows Up to Fifteen (15) Integrations Up to Hundred (100) custom components limited to the below only:</p> <ul style="list-style-type: none"> • Data Entry Forms – up to 10 • Reports – up to 60 (30 – Low, 20 -Moderate and 10 Complex) • Database Objects (Packages, Procedures, Triggers, Alerts) – up to 30
Data Migration Objects	As Identified in Table 3, from Dev to UAT to Production environment
Analytical Reports	Upto Thirty (30) (15 – Low, 10 – Moderate, 5 Complex)
Primary Hours of Operation (excluding holidays, Maintenance Windows, and Planned Outages)	10:00 a.m. to 7:00 p.m., (IST), Monday through Friday
Document Deliverables	<ol style="list-style-type: none"> i. Application configuration document up to 15. ii. Functional design document up to 100. iii. Technical design document up to 100. iv. Data migration mapping document up to 20. v. User manuals, up to 30. vi. Software Requirement Specification (SRS), up to 15.
Data Extraction	You will depute personnel to extract data from your legacy systems and provide to OEM for upload as per the format shared by OEM in MS Excel file

(Table 2)

Sl. No#	Customization Details	Type of Customization	Up to No of Customizations
1	Purchase Requisition Approval	Workflow	One (1)
2	Purchase Order Approval	Workflow	One (1)
3	AP Invoice Approval	Workflow	One (1)
4	Journal Approval	Workflow	One(1)
5	Integration with CBS for GL Data	Integration	One (1)
6	Integration with CBS for segment values	Integration	One (1)
7	Integration with CBS for currency code	Integration	One (1)
8	Integration with CBS for vendor payments	Integration	One (1)
9	Integration between General ledger & Financial planning tool	Integration	One (1)
10	Integration of General Ledger & Budgeting tool	Integration	Three (3)
11	Employee data & Work structure integration with HRMS	Integration	One (1)
12	Integration of Accounts Payable with HRMS for Employee Expenses	Integration	One (1)
13	Dashboard for Data Upload related to ECL in GL for Ind AS reporting	Workflow	One (1)

Table 3: Data Migration Objects

Sl. No#	Data Migration Object	Module	Object Type
1	Items Master	Inventory	Master Data
2	Supplier Master	Accounts Payable/Purchasing	Master Data
3	Tax Master	Tax Compliance	Master Data
4	Fixed Asset Register	Fixed Assets	Master Data
5	Employee Master for purchasing and user creation	Human Resources	Master Data
6	Project Master	Projects	Master Data
7	Open Purchase Order	Purchasing	Transactions Data
8	Open AR Invoices	Account Receivables	Transactions Data
9	On Hand Inventory	Inventory	Transactions Data
10	GL Trial Balance	General Ledger	Transactions Data

11	AP Unpaid Invoices	Accounts Payable	Transactions Data
12	Open Prepayment	Accounts Payable	Transactions Data
13	Project CWIP transaction	Projects costing	Transactions Data
14	Open Requisition	Purchasing	Transactions Data
15	Actual and Budget Data	Planning	Transactions Data

Table 4: Project Deliverables (High Level)

S/N	Project Phase	Deliverable	Reference Section	Acceptance Criteria
1.	Planning	High level project plan indicating the key milestones, elapsed time & dependencies.	1.b	Project Plan will be shared via email
2.	Development	Custom objects developed till DEV testing milestone in DEV. Sign-off of all SRS documents	Table 1	Migration log for up to 40 Custom Objects
3.	UAT	Migration of Custom objects in UAT Documentation User Manuals	Table 1	Migration Log consisting of up to 100 Custom objects
4.	Production Go-Live	Production Instance with master and open balances data uploaded. Migration of Custom objects in PROD	Table 1	Migration Log consisting of up to 100 Custom objects
5.	Post Go-Live Support	Updated Issues Log Documentation	Table 1	Issues Log will be shared via email

Bill of Material for ERP Perpetual Licenses:

The Software Licenses supplied should be in the name of Jammu & Kashmir Bank Limited & should be perpetual in nature as per below breakup:

S.No.	Particulars	Qty	Remarks
1	Financials	100	Full use Licenses of (GL, AP, AR, Fixed Assets)
2	Procurement	100	Full Use Licenses of Procurement (Indent Creation)
3	Purchasing	100	Full Use Licenses of Purchases
4	Project planning & Control	100	Full use License for Project Management
5	Project Costing	50	Full Use License for Project Cost Implication and Budgeting
6	Budgeting & Planning	60	Budget & Planning Full use Licenses
7	Tendering with Supplier Portal	10	Full Use License
8	Inventory Management	20	Full Use License
8	Read Only (Financials)	1500	View Only Licenses
9	Analytics & Reporting**	-	As per scope

**The number shall be factored by the participant bidders based on sizing and scope.

Service Delivery Terms

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

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

Extension of Delivery Schedule

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

Non-Delivery

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

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

Operationalization of Solution

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

- Cancellation of the PO
- Invocation of the Bank Guarantee

Solution Review Phase

- The solution shall be under a 3-month Review Phase covering all in scope elements/modules post Go-Live. During this period:
- OEM shall remain available/back lined for support, fine-tuning, and issue resolution.
- The Bank may request minor modifications or enhancements, which must be incorporated at no additional cost.
- A Final Acceptance Certificate will be issued upon successful completion of the review phase.
- The vendor shall arrange the yearly review of the entire setup in coordination with OEM including sanity testing

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

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

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

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

SECTION B - EVALUATION PROCESS

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

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

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

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

Stage A-Evaluation of Eligibility Criteria

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

Stage B-Evaluation of Technical Bid

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

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

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

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

The Commercial Bid may be submitted as per the format in **Annexure H**.

Only those Bidders scoring **70** marks or above in the technical evaluation will be short- listed for commercial evaluation.

The bank at its own discretion may undertake a reverse auction

SECTION C - RFP SUBMISSION

1. e-Tendering Process

This RFP will follow e-Tendering Process (e-Bids) as under which will be conducted by Bank's authorized e-Tendering Vendor M/s. e-Procurement Technologies Ltd. through the website <https://jkbank.abcpocure.com>

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

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

2. Service Provider:

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

Help Desk:

Contact Persons:

Sandhya Vekariya – 6352631968

Suraj Gupta – 63526323107

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.

3. RFP Fees

The non- refundable RFP application fee of Rs. 5,000/- 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 ₹ **50,00,000** (Rupees Fifty 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 50,00,000/=

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

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

Address:	Technology & Development Department, J&K Bank Ltd. 5 th Floor, Corporate Headquarter M.A Road Srinagar
-----------------	--

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

The EMD made by the bidder will be forfeited if:

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

- 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 contract value for 5 years and valid for 5 year+6 months including claim period of 6 months, validity starting from its date of issuance. The PBG shall be submitted within 30 days of the PO issued from the Bank.
- b. The Unsuccessful Bidder, only after acceptance of the PO by the selected bidder.

5. Performance Bank Guarantee (PBG)

The successful bidder will furnish unconditional performance bank guarantees (other than Jammu & Kashmir Bank) from any scheduled commercial bank in India, for 5% of the total contract value for a period 5 years + 6 months. The format of the PBG is given as per Annexure J. The PBG shall be submitted within 30 days from the date of issuance of Purchase order by the Bank. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Successful Bidder. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Bank on the printed letterhead of the issuing Bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank may invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

6. Tender Process

- a. Three-stage bidding process will be followed. The response to the tender should be submitted in three parts: Eligibility, Technical Bid and Commercial Bid through online e-tendering portal with a tender document fee and EMD details mentioned above.
- b. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the RFP. Any Bid, which stipulates conditions contrary to the terms and conditions given in the RFP, is liable for rejection. Any decision of Bank in this regard shall be final, conclusive and binding on the Vendor.
- c. L1 vendor will be arrived at through Online Reverse Auction (ORA) . After ORA, if there is a large variance in the prices quoted, Bank reserves the right to call the successful bidder for a price negotiation.
- d. On conclusion of ORA, the Successful Bidder (L1) shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 3 days from the date of the ORA, the Bank reserves the right to reject the bid.

- e. Bank will enter into contract with the L1 bidder (in normal cases). Rates fixed at the time of contract will be non-negotiable for the whole contract/SLA period and no revision will be permitted. This includes changes in taxes or similar government decisions.
- f. This contract will be awarded initially for a period of Five (5) years from date of signing the contract & shall be further extended if both parties wish to continue the same terms of service.
- g. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided by the vendor is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the vendor. Bank's decision in this regard will be final.
- h. If any of the shortlisted Vendors are unable to fulfil the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other participating vendors after giving 15-days" notice to the defaulting Vendor. Also, during the period of the contract due to unsatisfactory service, Bank will have the right to cancel the contract and award the contract to other participating vendors.

7. Bidding Process

- a. The bids in response to this RFP must be submitted in three parts:
 - i. Confirmation of Eligibility Criteria
 - ii. Technical Bid" (TB) including and
 - iii. Commercial Bid" (CB)
- b. The mode of submission of Confirmation of Eligibility Criteria, Technical Bid (TB) and Commercial Bid (CB) shall be online.
- c. Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted.
- d. The Bidders who qualify the Eligibility Criteria & Technical Evaluation will be qualified for commercial bid evaluation. The successful Bidder will be determined based on the Lowest Commercial Quote (L1) after reverse auction as per the stated Commercial Evaluation process
- e. Receipt of the bids shall be closed as mentioned in the bid schedule. Bid received after the scheduled closing time will not be accepted by the Bank under any circumstances.
- f. Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount / Bank Guarantee in lieu of the same should accompany the Technical Bid. Bidders, who have not paid Cost of RFP and Security Deposit (EMD amount) will not be permitted to participate in the bid and bid shall be summarily rejected.
- g. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder.
- h. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.
- i. No rows or columns of the tender should be left blank. Offers with insufficient information are liable to rejection.

- j. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
- k. Bank reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.
- l. Modification to the Bid Document, if any, will be made available as an addendum/corrigendum on the Bank's website and Online tendering portal.
- m. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders' queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly visit Bank's website or online tendering portal to get themselves updated on changes / development in relation to this RFP.
- n. Prices quoted should be exclusive of GST.
- o. Applicable taxes would be deducted at source, if any, as per prevailing rates.
- p. The price ("Bid Price") quoted by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.
- q. During the period of evaluation, Bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation.
- r. The Bank's decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.
- s. The Bidder shall bear all the costs associated with the preparation and submission of its bid and the bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

8. Deadline for Submission of Bids:

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

9. Bid Validity Period

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

10. Bid Integrity

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

11. Cost of Bid Document

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

12. Contents of Bid Document

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

- a. 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.
- b. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- c. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

14. Payment Terms

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

S. No.	Description	Project Milestone	Payment (Including Applicable Taxes)
	Cost of Software Licenses	(i) On successful delivery of licenses**	50%
		(ii) On UAT Sign off for Phase 1	50%

**** Bidder should deliver the Licenses with 01 month from the issue of Purchase Order**

Phase 1

Milestone	Timelines from PO Acceptance.	Payment %
Kick Off	Week 0	5
Sign Off on Business Requirement Document	Week 9	25
Installation and Configuration	Week 24	25
UAT	Week 45	25
Go Live	Week 50	10
Post prod	Week 65	10

Phase 2

Milestone	Timelines from PO Acceptance.	Payment %
Kick off	Week 0	5
Installation and Configuration	Week 10	30
UAT	Week 21	30
Go Live	Week 26	25
Post Go live	Week 40	10

Phase 3

Milestone	Timelines from PO Acceptance.	Payment %
Kick off	Week 0	5
Installation and Configuration	Week 10	30
UAT	Week 18	30
Go Live	Week 22	25
Post Go live	Week 26	10

Note:- The implementation cost of any of the Phases should not exceed 50% of the overall Implementation cost and shall be released as per below details

Additional Payment Conditions

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

- i. Signing of a Service Level Agreement (SLA) between the Bank and the selected bidder.
- ii. Signing of a Non-Disclosure Agreement (NDA) between the Bank and the selected bidder.
- iii. Submission of a valid Performance Bank Guarantee (PBG) as defined in the RFP.
- iv. No advance payment shall be made upon award of the contract for implementation or professional services.
- v. Sign off from business & IT teams
- vi. The Bank reserves the right to withhold or delay payments if the bidder fails to comply with any of the terms and conditions of the RFP or contract.
- vii. All payments shall be made electronically to the bidder's registered bank account after submission of valid invoices and necessary documentation.

SECTION D - GENERAL TERMS & CONDITIONS

1. Standard of Performance

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

2. Indemnity

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

- (a) Intellectual Property infringement or misappropriation of any third-party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- (b) Claims made by the employees or subcontractors who are deployed by the Successful bidder.
- (c) Breach of confidentiality obligations by the Successful bidder.
- (d) Negligence (including but not limited to any acts or omissions of the Successful bidder, its officers, principals or employees) or misconduct attributable to the Successful bidder or any of the employees deployed for the purpose of any or all of its obligations.
- (e) Any loss or damage arising out of loss of data.
- (f) Bonafide use of deliverables and or services provided by the successful bidder.
- (g) Non-compliance by the Successful bidder with applicable Laws/Governmental/Regulatory Requirements.
- (h) claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors.
- (i) The Successful bidder shall be responsible for any loss of data, loss of life etc. due to acts of its representatives, and not just arising out of negligence or misconduct, as such liabilities pose significant risk.

It is hereby agreed that the above said indemnity obligations shall apply notwithstanding anything to the contrary contained in this Tender document and subsequent Agreement and shall survive the termination of the agreement for any reason whatsoever. The Successful bidder will have sole control of its defense and all related settlement negotiations.

3. Cancellation of Contract and Compensation

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances. The Bank would provide 30 days' notice to rectify any breach/ unsatisfactory progress:

- (a) The selected Bidder commits a breach of any of the terms and conditions of the RFP/contract.
- (b) The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- (c) Delay in completion of Supply, Installation of Project Deliverables.
- (d) Serious discrepancies noted in the inspection.
- (e) Breaches in the terms and conditions of the Order.
- (f) Non submission of acceptance of order within 7 days of order.
- (g) Excessive delay in execution of order placed by the Bank.
- (h) The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.

- (i) If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

4. Liquidated Damages

If successful bidder fails to make delivery or perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% of the total project cost for delay of every 1 week or part thereof maximum up to 10% of contract price. Once the maximum is reached, Bank may consider termination of Contract pursuant to the conditions of contract. However, the bank reserves the right to impose / waive any such penalty.

5. Fixed Price

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes and levies. No price increases due to increases in customs duty, excise, tax, dollar price variation etc. will be permitted.

6. Right to Audit

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

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

7. Force Majeure

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

8. Publicity

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

9. Amendments

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

10. Assignment

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

11. Applicable law and jurisdictions of court

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

12. Resolution of Disputes and Arbitration clause

The Bank and the Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank and designated representative of the Bidder. If designated Officer of the Bank and representative of Bidder, for **Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution** are unable to resolve the dispute within reasonable period, which in any case shall not exceed 30 days, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and Bidder respectively. If even after elapse of reasonable period, which in any case shall not exceed 30 days, the senior authorized personnel designated by the Bank and Bidder are unable to resolve the dispute amicably OR any party fails to designate its officer/representative/ senior authorized personnel within 30 days from the date of request in writing for the same by the other party for amicable settlement of dispute, the same shall be referred to a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and the venue of the arbitration shall be at Srinagar. The language of the arbitration proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.

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

The Successful Bidder shall have to execute service level agreement capturing details of the activity being outsourced, including appropriate service and performance standards including for the sub-contractors, if any for deliverables including Service-Level Agreements (SLAs) formalizing performance criteria to measure the quality and quantity of service levels and successful execution of the projects to meet Banks requirement to its satisfaction. The Bank would stipulate strict penalty clauses for nonperformance or any failure in the implementation/efficient performance of the project. The Bidder should execute the Agreement within 30 days from the date of acceptance of Work Order. The date of agreement shall be treated as date of engagement and the timeline for completion of the assignment shall be worked out in reference to this date. The Bidder hereby acknowledges and undertakes that terms and conditions of this RFP may be varied by the Bank in its absolute and sole

discretion. The SLA/NDA to be executed with the successful bidder shall accordingly be executed in accordance with such varied terms.

14. 'NO CLAIM' Certificate

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

15. Cost and Currency

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

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

16. No Agency

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

17. Project Risk Management

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

18. Information Security

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

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

- d. Successful Bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by J&K Bank, whichever is earliest, return all information provided to Successful Bidder by J&K Bank, including any copies or reproductions, both hardcopy and electronic.
- e. That the Successful Bidder and each of its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses. Without limiting the foregoing, the Successful Bidder and its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses.
- f. The Successful Bidder shall certify that to the knowledge of the Successful Bidder, there has been no security breach or other compromise of or relating to any information technology and computer systems, networks, hardware, software, data, or equipment owned by the Successful Bidder or its subsidiaries or of any data of the Successful Bidder's, the Operating Partnership's or the Subsidiaries' respective customers, employees, suppliers, vendors that they maintain or that, to their knowledge, any third party maintains on their behalf (collectively, "IT Systems and Data") that had, or would reasonably be expected to have had, individually or in the aggregate, a Material Adverse Effect, and
- g. That the Successful Bidder has not been notified of and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to its IT Systems and Data.
- h. That the Successful Bidder is presently in compliance with all applicable laws, statutes, rules or regulations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification. Besides the Successful Bidder confirms the compliance with Banks Supplier Security Policy.
- i. That the Successful Bidder has implemented backup and disaster recovery technology consistent with generally accepted industry standards and practices and storage of data (as applicable to the concerned REs) only in India as per extant regulatory requirements.
- j. That the Successful Bidder and its subsidiaries IT Assets and equipment, computers, Systems, Software's, Networks, hardware, websites, applications and Databases (Collectively called IT systems) are adequate for, and operate and perform in all material respects as required in connection with the operation of business of the Successful Bidder and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants.
- k. That the Successful Bidder shall be responsible for establishing and maintaining an information security program that is designed to:
 - Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and
 - That the Successful Bidder will notify Customer of breaches in Successful Bidder's security that materially affect Customer or Customer's customers. Either party may change its security procedures from time to time as commercially reasonable to address operations risks and concerns in compliance with the requirements of this section.
- l. The Successful Bidder shall establish, employ and always maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized

processing of Personal Data and/or use, access, copying, exhibition, transmission or removal of Bank's Confidential Information from Companies facilities. Successful Bidder shall promptly provide Bank with written descriptions of such procedures and policies upon request. Bank shall have the right, upon reasonable prior written notice to Successful Bidder and during normal business hours, to conduct on-site security audits or otherwise inspect Companies facilities to confirm compliance with such security requirements.

- m. That Successful Bidder shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the Client Data, and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are no less rigorous than those maintained by Successful Bidder for its own information or the information of its customers of a similar nature. Successful Bidder shall comply with the provisions of Information Technology Act, 2000, other applicable legal requirements and standards to protect the customer data
- n. That the Successful Bidder shall perform, at its own expense, a security audit no less frequently than annually. This audit shall test the compliance with the agreed-upon security standards and procedures. If the audit shows any matter that may adversely affect Bank, Successful Bidder shall disclose such matter to Bank and provide a detailed plan to remedy such matter. If the audit does not show any matter that may adversely affect Bank, Bidder shall provide the audit or a reasonable summary thereof to Bank. Any such summary may be limited to the extent necessary to avoid a breach of Successful Bidder's security by virtue of providing such summary.
- o. That Bank may use a third party or its own internal staff for an independent audit or to monitor the Successful Bidder's audit. If Bank chooses to conduct its own security audit, such audit shall be at its own expense. Successful Bidder shall promptly correct any deficiency found in a security audit.
- p. That after providing 30 days prior notice to Successful Bidder, Bank shall have the right to conduct a security audit during normal business hours to ensure compliance with the foregoing security provisions no more frequently than once per year. Notwithstanding the foregoing, if Bank has a good faith belief that there may have been a material breach of the agreed security protections, Bank shall meet with Successful Bidder to discuss the perceived breach and attempt to resolve the matter as soon as reasonably possible. If the matter cannot be resolved within a thirty (30) day period, the parties may initiate an audit to be conducted and completed within thirty (30) days thereafter. A report of the audit findings shall be issued within such thirty (30) day period, or as soon thereafter as is practicable. Such audit shall be conducted by Successful Bidder's auditors, or the successors to their role in the event of a corporate reorganization, at Successful Bidder's cost.
- q. Successful Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful Bidder. Successful Bidders should ensure Data Security and protection of facilities/application managed by them.
- r. The deputed persons should be aware about Bank's IT/IS/Cyber security policy and must maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to fully compensate the bank of loss incurred by the bank. Besides bank will be at liberty to blacklist the bidder and take appropriate legal action against bidder.
- s. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and Successful Bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third-party vendors/service providers & partners.
- t. Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

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

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

20. Statutory Requirements

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

21. Bidder Utilization of Know-how

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

22. Corrupt and Fraudulent practice

- (a) It is required that Successful Bidder observe the highest standard of ethics during the procurement and execution of such contracts and not to indulge in any corrupt and fraudulent practice.
- (b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- (c) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- (d) The Bank reserves the right to reject a proposal for award if it determines that the Successful Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (e) The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it becomes known that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23. Solicitation of Employees

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

24. Proposal Process Management

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

25. Confidentiality Provision

- (a) The bidder shall hold in confidence all the information, documentation, etc which shall come to their knowledge (Confidential Information) and shall not disclose or divulge confidential information to any third party or use Confidential Information or any part thereof without written consent of the Bank.
- (b) Confidential Information means information which is by its nature confidential or is designated by the bank and confidential information and includes:
- All information marked or otherwise designated as confident.
 - Information which relates to the financial position, the internal management structure, the Personnel, policies and strategies of the Bank
 - 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 Service provider shall notify Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information
 - The service provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by J&K Bank under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the agreement.

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

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

26. Sub-Contracting

The services offered to be undertaken in response to this RFP shall be undertaken to be provided by the bidder/ directly employing their employees, and there shall not be any sub-contracting without prior written consent from the Bank. All the resources deployed by the bidder should be on the bidder's payroll.

27. 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.

28. 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.

29. Taxes and Duties

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

30. Compliance with Bank Policies

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

SECTION E – ANNEXURES

Annexure A: Bid Submission Checklist

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

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

Place:

Date:

Seal and signature of the bidder

Annexure B: Confirmation of Terms and Conditions

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

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

Dear Sir,

Sub: RFP No **Selection of Service Provider for Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution** for J&K Bank dated

Further to our proposal dated, in response to the Request for Proposal for selection of vendor for **Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution**

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

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

Place:

Date:

Seal and signature of the bidder

Annexure C: Tender Offer Cover Letter

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

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

Dear Sir,

Sub: RFP no: **Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution** for J&K Bank dated _____

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to manage the **Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution** to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

We have read, understood and accepted the terms/ conditions/ rules mentioned in the RFP

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

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

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

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

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

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

Place:

Date: Seal and signature of the bidder

Annexure D: Details of Service Provider

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

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

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

Place:

Date:

Seal and signature of the bidder

Annexure E: Compliance to Eligibility Criteria

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

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

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

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

Sr No	Category	Criteria	Minimum Requirement	Supporting Documents	Compliance (Y/N)
1	SI	Incorporation	The Bidder (SI) should be a Company registered in India under Companies Act, 1956/ Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 Partnership Firms registered under the India Partnership Act, 1932 Registered with the Service Tax Authorities, GSTN authorities and should have been in existence continuously at least for the last 5 completed financial years as on the last date of submission of the bid.	Certificate of incorporation / GST Registration Certificate of commencement of business (if applicable)	
2	OEM		The OEM should be incorporated in India under the Companies Act 1956 for at least 10 years.	Certificate of incorporation / GST Registration Certificate of commencement of business (if applicable)	
3	SI	Business	The Bidder (SI) should be an established IT / ITES Firm and should have been in the business of providing various software implementation services for a period of at least last Five completed financial years as on the date of submission of Bids.	Documentary proof in support of experience like Work order copy/contract copy/certificate from customer along with customer satisfaction to be enclosed.	

	OEM		The Bidder (SI) should be an established IT / ITES Firm and should have been in the business of providing various software implementation services for a period of at least last Five completed financial years as on the date of submission of Bids.	Documentary proof in support of experience like Work order copy/contract copy/certificate from customer along with customer satisfaction to be enclosed.	
4	SI	Turnover	The bidder should have Minimum Average Annual Turnover of 50 Crores in last three financial years, i.e., 2022- 23, 2023-24 and 2024-25	Copy of Audited Balance Sheet with Profit & Loss Statements of last three financial years, 2022- 23, 2023-24 and 2024-25	
5	OEM		The proposed OEM should have a minimum turnover of 500 Crores in last three financial years, i.e., 2022- 23, 2023-24 and 2024-25	Annual Audited Financial Statements certified by Chartered Accountant	
6	SI	Networth	The Bidder should have a positive profit after tax in last three (3) out of five (5) financial years, i.e., 2022- 23, 2023-24 and 2024-25	Copy of Audited Balance Sheet with Profit & Loss Statements of three of last five financial years	
7	OEM	COTS	Proposed ERP OEM Product should be available as a COTS solution. (Commercial off the shelf) with 8 years support Roadmap	OEM Public reference document	
8	OEM	Licensing	The proposed OEM product licensing must be perpetual in nature and on the name of The Jammu & Kashmir Bank limited	Bidder BOQ	
9	SI	HR Roll	The bidder (SI) should have Min 300 employees	Relevant Documents/Proof	

			(professionals) on its payroll.		
10	OEM		The OEM should have Min 1000 employees (professionals) on its payroll.	Relevant Documents/Proof	
11	SI	Manufactures / OEM Authorisation	The Bidder should be OEM Certified Partner / Authorized Partner of the OEM (Original Equipment Manufacturer).	Manufacturers Authorization letter from OEM in favour of Bidder must be enclosed	
12	SI	Framework for deliverables	The Bidder should backline entire deliverables with OEM for the delivery of the said services.	Bidder to ensure that the scope and deliverables be signed between OEM and The Jammu & Kashmir Bank	
13	OEM	Experience	The OEM should have successfully implemented for the proposed solution for at least two(2) Scheduled Commercial Banks in India in the past five (5) financial years	Bidder/OEM to provide reference and/or completion certifications for said implementations.	
14	OEM	Experience	The proposed ERP solution should be running in atleast 2 scheduled commercial banks in India	Order Copy/Go-Live Certificate/Certificate from Customer	
15	OEM	Experience	Proposed OEM solution should have a minimum of 5 implementation partners	Self-certificate by the ERP OEM with the list of five (5) implementation Partners.	
16	SI	ISO Compliance	The bidder (SI) should have ISO 9001, ISO 27001 certification or higher.	Copy of the relevant Certificates	
17	OEM		The OEM should have ISO 9001, ISO 27001 certification or higher.	Copy of the relevant Certificates	

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

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

Place:

Date:

Seal and signature of the bidder

Annexure F: Resource Deployment and Competency Requirements

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

1. Deployment of Project Managers for ERP Implementation Oversight

The selected bidder shall deploy minimum 1 dedicated Project Manager with relevant experience to oversee the implementation process, the assigned Project Manager needs to be stationed at bank's Corporate Headquarters at Srinagar during Project Implementation period .

The proposed resource should have:

- a. A minimum of 6 years of overall IT experience, with at least 4 years in project/program management and 3 years of experience handling ERP deployments
- b. Certifications such as ITIL® Foundation and PMP® (Project Management Professional).

2. Domain Expertise Requirement

<u>Project Manager:</u>	A minimum of 2 BFSI/large enterprise IT infra projects
<u>Solution architect:</u>	A minimum of 2 ERP Implementation
<u>Support Engineers:</u>	A minimum experience of 3 years in ERP support in BFSI sector

3. Submission of Resource Profiles

The bidder shall submit detailed resumes of all proposed resources, clearly indicating their domain expertise, years of experience, relevant certifications, and experience in similar banking/BFSI engagements. The Bank reserves the right to verify and assess these profiles.

4. Bank-Led Evaluation and Approval

All resource deployment, certification, and domain expertise claims submitted by the bidder shall be subject to Bank-led evaluation and approval. The Bank reserves the right to: (i) verify supporting documents directly with the issuing client or OEM, (ii) interview the proposed resources prior to acceptance, and (iii) reject or seek replacement of any resource not meeting the required competency or domain expertise. Final acceptance of resources shall rest solely with the Bank.

5. Replacement and Transition Management

In the event a deployed resource is to be replaced, the bidder shall provide a notice of at least thirty (30) days. The replacement resource must possess equal or higher qualifications and experience and shall be subject to the Bank's evaluation and approval process prior to deployment.

6. Restriction on Unapproved Deployment

No resource shall be deployed or replaced without prior written approval from the Bank. Any violation of this requirement may lead to penalties or other actions as specified under the contract's penalty provisions.

Place:

Date:

Seal and signature of the bidder

Annexure G: Technical Bid Format

S.No	Evaluation Parameters	Scoring Criteria	Max Marks
1	Number of years of experience in supplying the ERP enterprise solution to various clients (as on date of issuance of RFP)	More than 4 years-20 Marks 3 -4 years-13 Marks 1-2 years -8 Marks	20 Marks
2	Number of Banks/BFSI/PSU's organizations where the bidder has supplied the ERP Solution (during the last 5 years as on date of issuance of RFP)	More than 4 Clients-25 Marks 3 -4 Clients-15 Marks 1-2 Clients -10 Marks	25 Marks
3	Number of skilled employees / resources of bidder trained on Proposed ERP Solution and participated in deployments at various clients in last 3 years	More than 10 resources -10 marks 8-10 resources -7 marks 5-7 resources – 5 marks	10 Marks
4	Certifications accredited (ISO 27001/ISO QMS(9001)/CMMI level 3)	5 marks for each certification	15 Marks
5	Technical Presentation/understanding of bank's requirements and Approach/Company Profile.	Committee Evaluation	30 Marks
		Total Marks	100 Marks

Place:

Date:

Seal and signature of the bidder

Annexure G1: Techno Functional Requirements

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

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

Techno-Functional Requirements Table

General Requirements			
Sl. No	System Requirement	Bidder's Response (F/C/N)	Bidder Clarifications / Comments
	Easy User Interface		
	The system should provide a consistent, easily learned, user friendly interface with functional separation among various users.		
	The system should be able to generate alerts, exceptions, and intelligent error messages immediately.		
	The system should be able to customize the workflow basis user requirement which includes inclusion of inputs/outputs via email.		
	API integration with CCMS/ MMS/HR/CBS/Cards/Insurance/Treasury/GST/ITSM etc. module for data import/ capture for day to day accounting		
	Reporting and Business Analytics		
	The system should have the ability to:		
	to generate reports based on available data, as per user-defined format		
	to be flexible in defining structure / fields of each report, by selecting specific fields		
	to allow users to specify the exact layout of the required report including location of the fields, header, footer, page numbering, title etc. after basic customization.		
	to either print reports or save as viewable files in various formats as per requirements by the Bank		
	to export data in various formats viz. excel spreadsheets / databases/ PDF format.		
	To help users create required reports through a step-by-step process with the help of report writing wizard		
	To generate charts/graphs/analytics by end user.		

	to schedule auto generation of reports (e.g. daily, weekly, fortnightly, monthly etc.) as per requirements by the Bank for compliance/audit purpose		
	to generate reports at specific intervals (viz. EOD or BOD etc) and sending the same to the predefined recipients automatically.		
	Installation and configuration of the BI Tool		
	To develop Dashboards for all the users.		
	To develop and implement ad-hoc reports		
	Creation of ADHOC query, reporting, analysis, dashboard, from CBS, ERP etc with user-friendly search and navigation functionality,		
	To preserve old/ historic reports and/or user data and retrieve them subsequently		
Auditing			
	The system should have the ability to generate detailed audit trails on a daily basis. At a minimum, the following features should be included:		
	List of attempted unauthorized logins for all users		
	All transactions (activities) need to be time stamped with user ID along with details of modifications, if any		
	Audit trail for creation of new users, modification and deletion of users		
	Audit Trail for Transaction :- The system should have the ability to store and track all system events, including modifications/ corrections and cancellations by multiple criteria (e.g., user, date and time, event type, field(s) changed etc).		
Security:- Password Management:-			
	The system should have the ability to force password changes at a pre-defined interval.		
	The system should have the ability to enforce a password management policy of the Bank (e.g. disable a user on 3 wrong log-ins and activation only by administrator, length and permitted characters for the password etc.)		
	Encryption of passwords and sensitive data during transmission as well as during storage of passwords & sensitive data in the database should be supported.		
User Restrictions:-			
	The system should have the ability to classify authorization by means of:		
	Transaction rights		
	Information viewing rights at various levels		

	The system should facilitate defining authorization levels for transactions (maker/checker concept)		
	The system have option to mark a User on leave/on deputation etc.		
	The system should have the ability to auto log out users on user defined idle time		
	User Manuals		
	System user manuals should be available to assist users for day to day functioning		

Financial Requirements			
Sl. No	System Requirement	Bidder's Response (F/C/N)	Bidder Clarifications / Comments
	General Ledger		
	The system should enable defining and maintaining chart of accounts. The system should provide user friendly drop-down menus for all codes currently available in the system, such as Business Area, Cost Center, Department Codes, Account Codes, Scheme codes, branch codes, sub branch codes and other applicable codes as per organizations requirement.		
	The system should enable a user definable alpha numeric GL codes		
	The system should enable defining hierarchy of accounts with 'n' levels of sub-accounts		
	The system to support grouping or rollup levels of different GL heads to another GL head for netting and reporting purpose.		
	The system should be able to create descriptive / numerical accounts for collecting non-financial statistical information		
	The system should enable definition dimensions to the chart of accounts in order to conduct analysis of accounts for MIS, etc.		
	The system should be able to segregate income/expense/asset/liability (including Contingent Asset, Contingent Liability) accounts by division, department, employee and work, cost or profit center, region, product, LoB, etc.		
	The system to automatically update the respective account heads as defined e.g. upon entry, upon authorization, upon day-end etc. for any particular transaction via a GUI		
	The system should be able to carry out reversal of journal entries with non-editable audit trail and reversed document must be linked with original document.		
	The system should generate unique reference number for each journal entry with time stamp		

	The system should enable definition of levels of hierarchy for approving journal entries and have capability to provide automated journal entries for the allocation of indirect cost and space costs		
	The system should disallow posting of entries without adequate approvals/authority		
	The system should enable making changes to earlier entries only with proper authority, maintain audit trail. System should provide on-line access to audit trail information including user name, time, date, revised amount, and before and after update results		
	Making statutory payments		
	Closing earlier month and Automated opening new month		
	Preparing trial balance and financial statements		
	Interest income on investment should be booked at the end of period defined by organization.		
	The system should be enable batch posting of journal entries based on user defined logic		
	The system should be capable of exception reporting for all mismatches.		
	The system should allow the provision of creation of bulk entries for assets for e.g. the uploading of bulk entries.		
	The system should enable automatic acceptance and posting of journal entries from Account Payable. The System should also allow data exchange with other subsystems and automatic posting to the GL from other subsystems		
	The system should enable definition of recurring journal entries based on pre-defined logic		
	The system should enable automatic allocation to specific pre-defined accounts based on total payout		
	The system should be able to maintain statistical data with journal entries		
	The system should alert in case of duplicate posting to the same account		
	The system should ensure at year-end close that all entries are in balance and that all periods have been closed		
	The system should automatically roll-up detail accounts to summary accounts		
	The system should be able to calculate and maintain current, prior, budgeted and previous year comparative information		
	The system should allow definition of suspense codes and setting up suspense accounts		
	The system should be able to post errors to different suspense codes according to the source		
	The system should be able to correct transactions posted to suspense		

	The system should be able to generate unlimited number of financial reports for balance sheet, income statement, supporting schedule, cash flow and other specific account analysis		
	The system should be able to specify the contents of each column with no restriction i.e. current month, current budget, year to date, budget to date, last year to date		
	The system should support real-time online posting/enquiry of all financial transactions in GL and updating of all reports		
	The system should support drilldown from GL entries to individual transactions		
	The system should support mapping of transactions to respective Branch office/department based on user id / office code.		
	The system should allow generation of user defined report on MSME vendors		
	The system should allow user to indicate closure of an accounting period for a given office and prevent further accounting in the closed period		
	The system should enforce uniformity in transaction date and accounting date in respect of all accounting transactions except those done through Journal Vouchers, in which case the accounting can be backdated.		
	The system should maintain a log of all entries made / modifications made, etc.		
	The system should permit modification / reversal / payment vouchers only by designated users		
	The system should be able to code all the indirect expenses (e.g. Executive salary, office rental) details enough to support the cost analysis and allocation to branch / department / product by pre-defined rules		
	System should provide for the differentiation between a "soft-close" and a "hard close" based on cost center		
	Payables		
	The system should enable generation of Masters for purpose of definition of parties for payables and receivables		
	System should have the ability to input an invoice in the system with two steps validation.		
	The system should be able to generate report on ageing analysis for payable by locations, entities and other dimensions defined in the system		
	The system should enable definition of types of payments and refunds to be made in the system		
	The system should allow entity level account maintenance for payables		
	The system should allow retrieval of statutory & regulatory payment information from the database		
	The system should maintain a Payables register		

	The system should be able to maintain master accounts payable data such as Address and contact details, Bank details, Payment terms etc., generate payment intimation and payment advice letter/email from the system to the vendor/originating department/office		
	System should allow entering invoices into batches/on-line with control totaling and automatically generate unique invoice posting accounts payable batch numbers.		
	System should allow posting debit/credit memos to the general ledger automatically.		
	System should allow to reference a debit/credit memo to multiple invoices of individual Vendor.		
	System should support multiple payment types (e.g., NEFT, RTGS, system cheque and other suitable payment methods)		
	System should provide on-line warning if total payment amounts exceed invoice amount.		
	System should flag duplicate vendor invoices to prevent double payment.		
	System should have capability to support on-line inquiries for invoice-by-invoice number, invoices by cheque number, TDS & GST number and invoices by vendor code.		
	System should allow processing stop payments and void transactions/cheques.		
	System should provide on-line accounts payable data entry validation.		
	System should allow creation of fixed or variable recurring payments with option of end date and separate payment cycle		
	System should allow tracking of all changes to invoice adjustments/cancellations/reversals.		
	System should apply prepayments to specific invoice line items with balance reflecting the total net amounts to be paid		
	System should allow multiple partial payments against an invoice up to the total payment value of the invoice.		
	System should allow processing installment and lease payments		
	System should allow only authorized users to accept invoice prices that differ from vendor contract price. Also, allow only authorized users to override contract pricing and provide contract.		
	System should allow accounts payable users to select invoices for payment based on invoice due date within specified date range on approvals.		
	System should allow Scheduling of payments and printing cheques		
	System should allow the Accounts Payable module to post to the general ledger in summary the entire accounts payable distribution, manual cheque distribution and cash disbursements distribution.		

	System should maintain vendor payment records on-line for current, year-to-date and upto previous 8 years.		
	System should provide ability to withhold payments to vendors even though the invoice is due		
	Ability to generate Payment Reconciliation Report.		
	System should accumulate year-to-date vendor wise purchases.		
	System should have ability to generate the list of vendors upon request based on user specified format such as: vendor ID number, alphabetical or year-to- date purchase amount (amount or quantity).		
	System should have ability to generate Vendor Analysis report based on user defined breakdowns of activity by vendor (quantity, product line, type) for the current period and year-to-date and provide a comparison to the previous year's figures.		
	System should have ability to generate purchase analysis report. This report is generated by vendor (Names or ID numbers) showing budgeted items, quantities and amount of purchased item, actual items, budget-to actual purchasing variances, dates purchased, delivery performance, comparisons to prior periods/years.		
	Create system-controlled limits on vendor transactions, total purchases and other defined parameters as per the requirement of the organization.		
	System should have ability to run reports on inactive vendors. It should list vendors with no activity for a user specified period of time		
	System should track all changes to vendor master and maintain audit trail for all changes.		
	System should be able to identify selected vendors for review and analysis		
	System should have ability to maintain accounts payable voided transaction log/report		
	System should have ability to maintain accounts payable stop payment transaction log/report		
	System should have ability to run vendor payment Listing by given parameters as per the requirement of the organization.		
	Allow multiple users to post entries in the system without locking it up based on user requirement.		
	System should have ability to allow enquiry on status of payment		
	System should have ability to schedule invoices for payment based on defined parameters as per the requirement of the organizations.		
	System should have ability to accommodate "one-time" vendors and identify them as such.		

	System should have ability to process invoice information, basis all the defined parameters, if applicable. System should have ability to process invoice information, including invoice number, amount, payment date and transaction number, if applicable.		
	System should have ability to produce a reconciliation activity report showing all the daily on-line update activity in the system.		
	System should have ability to provide invoice tracking for pending department/agency approvals.		
	System should have ability to produce a daily report of all cleared payments by payment type and by fund.		
	System should differentiate between payments that are due immediate and payments that are on hold.		
	Ability to make changes to the vendor data once the payment has occurred. Example: flag inactive		
	System should have ability to verify existence of key user defined documents to support the voucher prior to submission		
	Provide status of any submitted voucher or fund or project to review payments to date and committed funds.		
	System should have ability to place vouchers on hold and record reasons for hold.		
	Retain history of voucher numbers after payment and/or period end to avoid duplicate voucher numbers. Ideally, system generates voucher numbers and does not allow duplicate numbers to be used for A/P vouchering.		
	System should have ability to consolidate multiple invoices from one vendor and pay with one voucher.		
	System should have ability to maintain open invoice records until paid in full (for unpaid and partially paid vouchers).		
	System should have ability to enter vouchers for partial payment of invoices.		
	System should have ability to suspend and restart payment for specified vendors, parent vendor groups, contracts or work orders for user defined duration.		
	System must allow generating outstanding accounts payable report containing opening balance, transactions during the year and closing balance.		
	System should have ability to accumulate multiple invoices on a single voucher and/or group payments for remittance based on selected criteria (i.e., payment due date).		
	The ability to identify the organizational unit, department, branch or sub branch originating a voucher.		
	The ability to flag and report duplicate invoices.		
	System should have the ability to select or not to select vendors for payment by due date.		

	System should have ability to allow for inputting multiple addresses for each vendor.		
	System should have ability to generate a report of open and closed vouchers basis all the defined parameters. System should have ability to generate a report of open and closed vouchers based on user-criteria, such as daily or weekly time period, fund number or project code.		
	System should have ability to calculate multiple taxes as appropriate by item. System should also have ability to calculate tax rebates/exemptions, at the time of invoice entry.		
	System should have ability to automatically handle recurring payments.		
	System should have ability to provide automatic real time budget account validation as well as budget availability.		
	System should have ability to generate a complete real time reports and hard copy reporting of accounts payable activity.		
	System should have ability to allow for real time inquiry of all Accounts Payable based on vendor, branch, sub branch, schemes and department.		
	Ability to make adjustments to posted transactions in the system so that the transaction is affected in both accounts payable and general ledger.		
	Payment Management		
	The system should allow to define approval matrix for payment approval for different payments		
	The system should enable electronic funds transfer to contacts based on the bank details available in the system, soft copy of cancelled cheque to be maintained in each case before releasing payment		
	The system should be able to carry out ECS/NEFT/RTGS reconciliation		
	The system should reconcile voided, cancelled or returned ECS/NEFT/RTGS		
	The system should be capable of tracking rejections, retransmissions, returns and create reverse credit and payment outstanding in the system with audit trail and trigger further work flow		
	Business Requirement		
	The system should distinguish between types of prepaid advances and adjustment of same while passing the payments		
	In case of posted payment being voided, GL posting should be reversed, audit trail to be maintained		
	The system should have provision to set payment priorities		
	Tax Management		
	The system should enable definition and calculation of tax structures in the system related to all rates/locations/payees/categories - GST, TDS on GST, TDS, Professional Tax, TCS, NPS etc.		

	The system should provide for differential rates of tax and exemption limits for individual deductions wherever the same differs from the default rates set for that category of deductees		
	The system should be able to handle TDS exemption certificates with floor and cut-off level		
	The system should be able to generate all necessary TDS related certificates and returns		
	Accounts Consolidation		
	The system should maintain a history of tax rate changes, capturing the effective date of a change to a tax rate, the date it was changed and by whom and details of what the rate was changed from/to		
	The system should allow for computation, collection and accounting of all applicable taxes, as per existing rates, allow for modification of tax rates, and specifying the effective date of change and maintain a history of taxes		
	The system should generate necessary returns for Taxes		
	The system should be able to consolidate general ledgers using different accounting periods		
	The system should display list of all valid codes and their descriptions at points when codes are required to be entered		
	System should provide reconciliation capabilities for Accounts Payable, TDS Accounts, GST Accounts and other organizational created ledgers.		
	System should maintain a history of all changes made to accounts and cost centers (not only the latest change)		
	System should Automatically identify and warn the user of errors real-time before posting (For eg: error in account code, budget allowance, duplicate entry, dr/cr balance.) manually or through API		
	System should Provide the ability to selectively assign access rights to accounts.		
	System should provide for document approval through maker-checker process.		
	System should have standard functionality to park the accounting entry before it is posted in books of accounts.		
	System should have control mechanism of getting parked entries approved prior to posting in the system. System should provide for segregation of duties for parking and posting.		
	Analytics & Reporting		
	The system enables users to create custom dashboards.		
	The system enables users to create custom reports based on their requirements.		
	The system enables users to export data to various file formats such as PDF, CSV, XLS, etc.		

	The system enables users to create financial management reports or access them.		
	The system should be capable to allow the users to produce reports using HTML, PDF, Excel, Word formats, which can be shared by other users, and automate report delivery or email.		
	Reports can be tailored to meet the information needs of all roles. Information is only shared with the individuals who have the appropriate access.		
	Lease Management		
	Maintain lease master for all branches		
	System should be capable to handle lease master for Lessor and Lessee		
	Capture rent escalations, benefits, obligations		
	GST, TDS compliance on rental invoices		
	IND-AS 116 compliance		
	Auto generation of rent invoices for payments		
	Pay Security deposit and adjust towards lease closure		
	Duplicity check on the rent payment date		
	Letter of intent for agreement generation		
	Calculation of provision for lease liability		
	Deduct TDS from first month based on projections for the year		

E-Tendering Process			
Sl. No	System Requirement	Bidder's Response (F/C/N)	Bidder Clarifications / Comments
	Ability to initiate tendering process		
	Facilitate online creation of the Tender through provision of online template with relevant fields to facilitate easy entry of information by the initiator		
	Facilitate copying/customizing data from previously published tender notifications and from excel spreadsheet at the time of preparation of the Tender.		
	Facilitate selection of the type of tender such as Normal, two part bid, work order, supply order at the time of Tender creation.		
	Facilitate entering the tender schedule in the system.		
	System should validate the dates for various evaluation stages as per the standard time durations prescribed by the guidelines.		

	The competent authority must have the authority to make alterations to the defined time schedule, but not after final approval of the approving authority.		
	Approval workflow for notification and tender documents		
	Support online review and approval of the draft Tender. The approver should be able to approve, attach comments, or reject the draft Tender on the system.		
	Facilitate time-tracking based escalation in case of delays at any stage of approval. System should also be able to escalate to the next approver, if the original approver is not available for some reason.		
	Send email alerts to interested (respondents) parties regarding the tender notification.		
	Online notification alerts to bidders		
	Procedure for bid evaluation and Bid Evaluation Criteria		
	Online Bid Submission		
	Allow registered/ enlisted supplier to log-on to the portal for submission of bids		
	Allow registered bidders to submit technical and commercial bids online on the system in the specified forms, and attach the relevant supporting documents as required.		
	Provide forms for submitting technical and commercial bids to enable complete or partial automatic bid evaluation		
	Uploading attachments		
	Maintain audit trails for entire tender lifecycle, from Tender creation to bids received and selected. If any bids are rejected, system should record for what reasons and by whom. Actions of bidders should also be tracked (necessary to avoid litigations).		
	Email alerts to be sent to bidders acknowledging the receipt of support documents by the department.		
	Multi-stage bidding		
	In case where contract terms & conditions were invited, system should allow evaluation & compilation of the common set of terms & conditions.		
	Bid Evaluation Workflow		
	Generate and comparative charts of received commercial bids to aid in the identification of the lowest bidding contractor/supplier.		
	Facilitate system tracking of the evaluation process. Send system alert, and escalate in case of delays at any stage of the process. Maintain time logs for generation of MIS.		

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Purchase Requirements			
Sl. No	System Requirement	Bidder's Response (F/C/N)	Bidder Clarifications / Comments
	Vendor Onboarding		
	System should have capability to create vendor (an entity that has purchasing and financial transactions) with the company code. This includes vendors/ suppliers not limiting to Business(Channel partners, OEM, Lawyers,Consultant) IT Vendors and other vendors Opex related Vendors		
	Each System should assign an account group to vendor when creating vendor master in application. The vendor account group is a classifying term in application and is used to group vendors of the same characteristics.		

	<p>The system should be able to input the details of the vendor in Vendor Master. The details should include the following:</p> <ul style="list-style-type: none"> (a). Vendor Name (b). Vendors entity nature (c). Nature of Vendor (One Time/ Permanent Vendor) (d). Vendor Type (e.g., merchandise, non merchandise, temporary) (e). Vendor Address, phone number (f). Vendor contact person (g). Vendor email address (h). Vendor Category product / services offered (i). Vendor TIN information, GSTR Information (j). PAN number of vendors KYC of vendors (k). Branch ID (l). Vendor Details for electronic funds transfer (m). Vendor terms/contract information (n). Internal customer number (e.g. number by which we are referenced in the vendor's customer file) if any (o). Last payment date (p). Applicability of TDS (q). TDS Rate (r). Income Tax Act section on TDS applicable to vendor (s). Threshold limit after which TDS should be deducted (t). The system shall be able to generate a unique vendor ID (u). The system should allow multiple single vendor to be linked to multiple branches (v). Empanelment certificates to be uploaded and last contract/recent work order to be uploaded. 		
	System should be able to provide Maker checker facility for creating a vendor		
	System shall be able to classify the vendor as the 197(J) lower TDS certificate owner.		
	System should be able to deduct TDS if PAN details not available, 194c and 194j		
	The system should be able to manage the vendor contracts and upload the same once a given vendor is finalized.		
	Once the vendor has been onboarded, the status of such vendor should be onboarded.		
	The system should be able to generate report once the vendor is onboarded with the list of vendors and the products/services offered.		
	Integration with the Document Management system to store the Vendor contracts		
	Integration with the fixed asset module if the vendor is onboarded for the purchase of Fixed Asset.		

	System should have ability to print the list of vendors upon request based on user specified format such as: vendor ID number, alphabetical or year-to- date purchase amount (amount or quantity) sequenced by product line.		
	System should have ability to generate Vendor Shipping Performance report. The report lists by vendor, due dates for delivery, actual dates of delivery, item short shipments, incorrect items shipped and other required information as per the needs of the organization.		
	Create system-controlled limits on vendor transactions, total purchases and other defined parameters as per the requirement of the organization.		
	System should provide ability to sort cheques by vendor number, by user-defined sequence within bank account number or by vendor name		
	System should be able to search by Vendor number and name.		
	System should have ability to automatically calculate applicable discounts and payment date.		
	System should have ability to calculate multiple taxes as appropriate by item.		
	Self-access to suppliers to view the account details and upload invoices		
	Purchase Requisition/Purchase Order Processing		
	Purchase Requisition with capability to compare with budgets		
	Ability to initiate an electronic purchase requisition and online approvals should be done as per the defined approval limits		
	Ability to reprocess an unapproved purchase requisition		
	Ability to capture purchase requisitions from multiple locations to create one purchase order		
	Ability to support an electronic multi-level requisition approval process		
	Ability to restrict purchases from the approved/qualified suppliers only		
	Ability to accommodate on-line and batch updating of requisitions		
	Ability for multiple purchasers to approve a single Purchase Order		
	Ability to accommodate various types of orders (e.g. blanket contract- contract agreement, etc)		
	Able to capture the delivery instruction details which include details of the quantity of material, time targets to be delivered and the place of delivery and all details		

	Able to enter multiple delivery dates for items in a purchase order e.g. each line item may have a different delivery date or multiple line item delivery dates		
	Ability to do repeated purchasing (from the previous Supplier) and copy previous contract terms and conditions		
	Ability to change the approval process in the system if the local policy changes		
	Ability to do unit of measure conversions in purchase orders/contracts		
	Ability to communicate purchase order to supplier by email or using a supplier portal		
	Ability to accept partial shipment within a timeframe periods		
	Ability to attach text descriptions and drawings to purchase orders		
	Ability to create automatically numbered purchase order from a purchase contract		
	Ability to show discount/rebates in the contract		
	Ability to return material and keep the Purchase Order (contract) open until the returned material is replaced		
	Ability to purchase a material without an item number (non stock item)		
	Ability to define and maintain purchase of services (which does not require a 'receiving' process)		
	Ability to receive the services delivered by supplier as a progress acceptance (e.g. percentage) as well as "package" of services		
	Ability to create single contract for many different types of products (services, materials or combined)		
	Ability to support centralized purchasing.		
	Ability to check that a Supplier is not on the blacklist		
	Ability to track a purchase order (contract) based on purchase order (contract) number and title of the contract, type of materials		
	Ability to generate purchase orders automatically (from history) as well as manually		
	Ability to support the creation of contracts for purchase agreements		
	Able to split purchase order between vendors based on user defined parameters		
	Ability to handle multiple currencies for purchasing		
	Ability to send the material directly from the vendor to the site in case of emergency		

	The system should be able to keep track of the local purchases details along with the audit trails and this must be accessible to the higher authorities		
	Ability to ensure that the vendor payment happens only after the goods are received at the stores in good condition		
	Ability to maintain a centrally negotiated blanket contract and allow individual units to initiate the delivery time, quantity and unit price		
	System should provide reports/list of open PO/PR		
	Ability to record amendment to the contract		
	Vendor Offboarding		
	The system should have the capability to delete/offboard/Block a given vendor.		
	Facility to record the reason for offboarding or deletion of such vendor should be available in the system.		
	Inventory Management		
	Logical item number generation		
	Catalog and non-catalog based solution		
	Stock-in-and Stock-out of inventorised Item		
	The Implementation partner shall be required to migrate the existing Inventory Register of the Bank maintained Microsoft Dynamics		

Strategy & Planning Requirements

Sl. No	System Requirement	Bidder's Response (F/C/N)	Bidder Clarifications / Comments
	Comprehensive tools for long-term and short-term financial planning.		
	Support for multiple budgeting methodologies including zero-based, incremental, and rolling budgets.		
	Ability to create accurate and dynamic financial forecasts.		
	Advanced reporting capabilities with customizable analysis reports.		
	Seamless integration with existing core banking systems and other financial applications.		
	Role-based access control to ensure data security and compliance with regulatory requirements.		
	Ongoing support and comprehensive training for bank staff.		
	Automating Excel based model.		

	Expense planning by Branch or Cost Centers Ability to perform cost allocation to derive direct, indirect cost. Link cost lines to P&L report Ability to perform Versioning and comparative analysis based on assumptions.		
	Preparing the budget by division and sub-products.		
	Ability to upload the existing book cashflows.		
	Capability to Input Business and MIS Assumptions and calculate Future Book/Runoff's and related Balance Sheet & P&L		
	Ability to perform Versioning and comparative analysis based on assumptions.		
	Formatted output reports.		
	Ability to upload actuals file from source system.		
	Ability to input MIS data based on security matrix.		
	Formatted output reports.		
	Comparison of plan vs actuals		
	Ability to perform Versioning and comparative analysis based on assumptions.		
	Formatted output reports		
	The system should enable definition of control accounts across which budgets could be prepared		
	The system should enable definition of budget heads and allocate to different functions, locations, line of business, etc.		
	The system should enable the Branch/Regional Offices/departments to access, fill and submit the Budget forms provided by accounts (existing data should be automatically filled)		
	The system should enable accounts department to analyze expense data of previous years, to review budget forms submitted by Branch/Regional Offices/departments (through system)		
	The system should allow either for top down or bottom up budget preparation process		
	The system should have a built in workflow, to enable accounts department to upload consolidated budget		
	The system should have integration with the chart of accounts to monitor the actual expenditure against the budget heads, send utilization reports to respective departments/managers (for timely corrective action)		

	The system should be able to monitor budget utilization periodically to check for revision (e.g. if the expense is found to have reached a certain threshold percentage of the budget at the time of quarterly monitoring, check if revision is required in the budget)		
	The system should allow storing of budgets and actual expenditure against the budgets for "n" years		
	The system should allow the users to modify the budgets at pre-defined intervals based on approval process, maintain audit trail		
	The system should be able to maintain different version of original budget, revised budget and latest forecast. Should enable reporting between actual and any version of the budget / forecast		
	The system should automatically allocate an annual budget over multiple accounting periods based on an equal amount or a specific monthly profile/historical average or another predefined method		
	The system should have a facility for project wise budget spreading across years		
	The system should provide budgeting on a quarterly and annual basis		
	The system should have the facility of preparation of budgeted P&L and Cash Flows		
	The system should have the flexibility of importing & exporting the budgets worksheets		

Project Management

Sl. No	System Requirement	Bidder's Response (F/C/N)	Bidder Clarifications / Comments
	Project Initiation - Communicating to members		
	Indexation and categorization of proposals for new projects / Schemes		
	Ability to record project cost estimates, during project setup		
	Ability to create project wise and department wise budgets for various projects		
	Ability to track deliverables against individual vendors, leading to respective contract closure		

	Ability to track changes made to the budgets, after budget Approvals		
	Ability to monitor each activity/task in the project		
	Ability to display project total, accumulated costs in terms of actual, capitalization costs, future commitments etc.,		
	Record the costs for each major project or a set of activities under investigation;		
	Ability to track changes, with reasons		
	Lifecycle of a Project/Contract (Conceptual -> Approved (with Envisaged Budget) -> Selection Process (RFP etc.) -> UAT,GO-Live, Delivery -> Maintenance & Renewals)		
	Starts when a New Project or Requirement Conceived.		
	An ADHOC Project Will be created in the system , which will track the details of this project like Bank Team Details –Project Manager, Committee Members, Tentative Budget, Track Various Stages of Project along with Timelines till a Vendor/Partner is selected.		
	Once a Vendor is Selected this ADHOC Project Gets Converted into a contract and all the Contract details including Milestones based deliverables, Budget, Vendor, Purchase Order, Maintenance Performance Bank Guarantee Details etc. will be added to the System.		
	Throughout the life cycle of a Project/Contract- all the details will be captured by the system like Invoices, Payments Made against the Milestones (Bifurcated against CAPEX/OPEX), Renewals, Hardware Details used in the Project.		
	Change Requests /Feature Additions to the Contract/Project (not part of Initial Envisaged Deliverables) will be created as a sub-project (branch) of Main Project/Contract, and each sub-project will have its own lifecycle like a Main Project and can be tracked/reported individually as well as clubbed under the Main Project tracking and financials.		
	Reporting Based on Filters like status, stages, Milestone Achievements/Delays, Budget etc.		
	Expenditure Reporting Based on Date Ranges (The Report would atleast show Expenditure on Capex or Opex Side, Name of project, Type of Project, Project Manager etc.,)		

	Performance Reporting to Track the Performance of a Project manager from the Projects Assigned (Historic as well as Current) in terms of Deadline Adherence to Milestones, Go-Live Dates etc.		
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Fixed Assets			
Sl. No	System Requirement	Bidder's Response (F/C/N)	Bidder Clarifications / Comments
Capex Budget			
	System should have functionality to upload CAPEX budget through maker checker process		
	System should provide report budget vs actual reports.		
	System should provide alerts when actual CAPEX exceeds the approved budget while initiating PO.		
	System should have functionality to modify the existing budget for through maker and checker functionality and maintain records accordingly		
	System should have functionality to define cost Center and store budget at branch wise, department wise and at entity level. System should also generated reports for variance in mandated budget Vs actual utilisation with facility to drill down upto granular level.		
Master			
	System should able to create Group of Assets in system and able to map assets under group.		
	System should have maker checker process in creation of Group of Assets.		
	System should able to create Asset master with field like depreciation % , Residual value, & Life of assets, date of purchase and able to upload all Required documents.		
	System should have maker checker process in creation of Asset master.		
	System should able to maintain the documents over the lifecycle of assets.		
	Fixed Assets tagging and serailization		
Addition & Deletion			
	System should able to generate PR and PO for all Capex.		
	System should have functionality for maker checker and authorisation of PO and PR.		
	System should have functionality to initiate and authorise transaction based on PR/ PO and also		

	facilitate to upload and store documents related to approval of transaction.		
	System should have functionality to assign Group of Assets, GL Code with PR / PO for posting of accounting entries		
	System should be capable of keeping records of fixed assets including purchase, sale and generate entries as and when required.		
	System should have maker checker process in addition and deletion of Fixed assets		
	System should keep audit trails for all entries/activities.		
	Fixed Assets Register		
	The system should enable user- definable asset number in alpha-numeric codes and should also have provision to generate unique barcode.		
	The system should enable marking assets against cost centers, offices, regions, branches, business area etc.		
	The system should enable marking assets as movable and non-movable		
	The system should be able to maintain details of written-off assets, whilst excluding these from general reporting and all current asset valuation calculations		
	The system should be able to enter Branch/Regional Office/ Department cost center codes in the fixed assets system at the time of approval of Capital expenditure		
	The system should be able to maintain comprehensive fixed assets register		
	The system should be able to generate Report on Fixed Assets Capitalization along with put to use date		
	The system should be able to categorize assets to facilitate a variety of depreciation rates		
	The system should enable defining more than one method of depreciation for asset for taking care of different accounting		
	The system should be able to change the method of depreciation and should be able to compute the change in asset value when the depreciation method is changed		
	The system should have the ability to capture retirement of assets with information like scrap value, etc.		
	The system should be able to maintain the status of an asset and related details stored when the asset is sold or discarded or disposed off along with a flag to highlight 'sold /discarded/disposed off		

	The system should automatically generate the necessary transactions to support asset write-on's/write-off's		
	The system should automatically generate the entry for loss/Profit of sale of assets		
	The system should automatically generate the necessary transactions to support asset transfers from one cost center to other		
	The system should automatically update the location of an Asset as soon as a Transfer is effected for the asset		
	The system should automatically post write-on, write-off and transfer transactions to the General Ledger		
	The system should automatically post depreciation allocations as per user defined criteria		
	The system should be able to post adjustment/impairment transactions for assets to the General Ledger		
	The system should be able to upload/maintain Asset Valuation Report, by category		
	The system should be capable of aiding in conducting physical verification of assets		
	The system should be able to track user details and status of assets, with alerts when renewal is due and all other information		
	Depreciation		
	System should have functionality for maker checker and authorisation for posting depreciation entries of fixed assets.		
	System should be able to restrict the depreciation/amortisation up to depreciable/amortisable value of assets.		
	System should not calculate the depreciation once the assets life is end or assets retired from use/assets sell/& assets transfer from the date of such event.		
	System should handle GST compliant accounting with respect to sales/disposal of fixed assets along with invoicing		

Annexure H: Commercial Bid Format

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

The Commercial Bid shall be submitted in the following format:

Description	Unit price	Multiplication Factor	Total Cost
Solution cost for 5 Years (including Perpetual License / one year of warranty)	a	1	A=a
ATS Cost for Solution for Year-2	b	1	B=bx1
ATS Cost for Solution for Year-3	c	1	C=cx1
ATS Cost for Solution for Year-4	d	1	D=dx1
ATS Cost for Solution for Year-5	e	1	E=ex1
Implementation cost along with required support (Bifurcated):	Phase-1	1	F=f
	Phase-2	1	G=g
	Phase-3	1	H=h
DB/Middleware Cost if any (other than Oracle) including bundled support for 1 year.	i	1	I=i
ATS Cost for DB/Middleware for Year-2-	j	1	J=ix1
ATS Cost for DB/Middleware for Year-3	k	1	K=kx1
ATS Cost for DB/Middleware for Year-4	l	1	L=lx1
ATS Cost for DB/Middleware for Year-5	m	1	M=mx1
Two L2 Onsite Resource Cost (per resource per month) for the solution support post implementation (To be calculated for 4 years, however same will be required initially for year-2 and extendable up to Year-5 as per requirement)	n	4 Yearsx3 Resources	N=nx4x3
Offsite L3/L4 Person Days support from OEM (Initially to be calculated as per PD for 200 days)	o	200	O=ox200
Total Cost	A+B+C+D+E+F+G+H+I+J+K+L+M+N+O		

1. All prices must be quoted in INR, exclusive of GST.
2. The prices quoted by the Bidder in this Commercial Bid shall remain firm and locked for the entire duration of the Contract period of three (5) years, without any escalation.
3. If a price is left blank or quoted as zero, it shall be treated as "at no cost" or considered to be included in other line items.
4. No additional cost shall be allowed post issuance of the Purchase Order or Letter of Intent.

The initial term of the contract shall be for a period of three (5) years. However, the Bank reserves the right to extend the contract, at its sole discretion, for an additional period of up to two (2) years on the same terms and conditions, subject to mutual agreement between the Bank and the selected bidder.

Place:

Date:

Seal and signature of the bidder

Annexure I: Bank Guarantee Format

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

Offer Reference No.:
Bank Guarantee No: _____
Dated: _____
Bank: _____

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

WHEREAS..... (Company Name) and having its Registered Office at..... India (hereinafter referred to as "the Bidder") proposes to respond to RFP No, dated of Jammu and Kashmir Bank Ltd India (hereinafter referred to as "Bank" or "J&K Bank") for Selection of Service Provider for Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution (Herein after called the "RFP")

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the bidder is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a scheduled commercial bank in India in your favour to secure the order under Schedule 1 of the RFP in accordance with the RFP

Document (which guarantee is hereinafter called as "BANK GUARANTEE")

AND WHEREAS the bidder has approached us, for providing the BANK GUARANTEE.

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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the bidder of any of the terms and conditions contained in the RFP and in the event of the bidder commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the bidder of their obligations in terms of the RFP. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the bidder has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the bidder after expiry of the relative guarantee period of the RFP and after the bidder had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a “ No Demand Certificate “ provided always that the guarantee shall in no event remain in force after the day ofwithout prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the SI/OEM till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the bidder or any other forbearance, act or omission on your part or any indulgence by you to the bidder or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the bidder
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the bidder from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

13. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
14. The Bank Guarantee needs to be submitted in online form also via SFMS Application
15. Notwithstanding anything contained herein above:
 - a. our liability under this Guarantee shall not exceed Rs.....(Rupees.....only);
 - b. this Bank Guarantee shall be valid up to and including the date and claim period shall be up to_____; and
 - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of the claim period.
16. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of BANK

Authorized Signatory

Seal

Address

Annexure J: Performance Bank Guarantee Format

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

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

WHEREAS..... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at, hereinafter referred to as the Bidder has for taken up for **Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP)** Solution in terms of the Purchase Order bearing No. Dated, hereinafter referred to as the CONTRACT.

AND WHEREAS in terms of the Conditions stipulated in the said Contract, the bidder is required to furnish, Performance Bank Guarantee issued by a **Scheduled Commercial Bank** in your favour to secure due and satisfactory compliance of the obligations of the Bidder in accordance with the Contract; THEREFORE, WE,, through our local office at Furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

1. We, do hereby undertake to pay the amounts of ₹ and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said Bidder of any of the terms and conditions contained in the Contract or by reason of the vendor's failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding..... (Rupees Only).
2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the Bidder in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
3. We further agree that, if demand, as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said Bidder and accordingly discharge this guarantee. Provided, however, serving of a written claim / demand in terms hereof on us for payment under this guarantee on or before the stipulated period, time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.
4. We further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by us against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Vendor or for any forbearance, act or omission on our part or any indulgence by us to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Bidder

6. We further agree and undertake unconditionally without demur and protest to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder
7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent. Notwithstanding anything contained herein above.
 - a. Our liability under this Guarantee shall not exceed.....Rupees.....only);
 - b. This Guarantee shall be valid up to; and claim period of this Bank Guarantee shall be year/s after expiry of the validity period i.e., up to.....; and
 - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of the claim period.

Dated the..... Day of2025

For.....

BANK Authorized Signatory

Annexure K: Non-Disclosure Agreement (NDA)

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

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of
(____/____/2025) by _____ and _____ between
_____, a company incorporated under
the laws of India, having its registered address at
_____ (the "Receiving party/Company")
and

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Purpose J&K Bank/Disclosing Party has engaged or wishes to engage the Company/Receiving party for undertaking the project for **Selection of Service Provider for Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution** 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 of the confidential information provided by the disclosing party together with its copies upon written request of the disclosing party, as per the directions issued by the disclosing party and such destruction shall be confirmed in writing by receiving party.

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

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

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

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

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

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

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

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

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

_____ (Contact details of Company/Receiving party)

_____ (Contact details of Bank/Disclosing Party).

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

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

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

Annexure L: Service Level Agreement (SLA)

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

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

1. Definitions of the terms

COMPANY NAME

Bank

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Company Seal

Company Seal

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

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

Vendor shall be responsible for providing Services defined under the RFP for **Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution** in accordance with all the terms and conditions of the RFP clauses and any incidental services, functions and responsibilities not specifically described in this RFP, but which are required for the performance and delivery of the Services in accordance with the terms of this agreement.

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

Section A. Point 5 – Scope of Work

Section D. General Terms and Conditions

Annexure F- Resource Deployment and Competency Requirements

Annexure G-Technical Requirements

Annexure N-Know Your Employee

And other terms and conditions defined in the RFP document.

3. Service Level Management

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

4. Contract Uptime

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

- i. Any rectification required in the Application Software due to inherent bugs in the Software/ off-the-shelf software shall be rectified by the Service Provider immediately, at no additional cost with timelines as defined in the SLA.
- ii. Any requirements amendments/modifications required by bank will have to be carried out by the Service Provider during the contract without any additional cost.
- iii. The maximum response time for a support/complaint from the site shall not exceed time defined, else it will fall under penalty clause.
- iv. Service Provider shall solve the software issues immediately after reporting of the problem by the Bank to the Service Provider
- v. The OEM should have 24x7x365 Management, escalation and resolution infrastructure.
- vi. Time bound problem addressing team (onsite / offsite) for the complete contract period
- vii. Service Provider to arrange for updates required in the system to meet the changes suggested by NPCI / RBI / Govt. of India / regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines which results in penalty to the Bank would be borne by the successful bidder

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

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

The percentage uptime is calculated on quarterly basis as follows:

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

Total hours in a quarter

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

5. Service Management

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

The percentage uptime is calculated on quarterly basis as follows:

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

Total hours in a quarter

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

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

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

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

90 x 24

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

- d) **“Response Time”** shall mean the interval from receipt of first information from Bank to the company, or to the local contact person of the Company by way of any means of communication informing them of the malfunction in System/Solution to the time Company Engineer attends the problem.
- e) **“Restoration Time”** shall mean the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and does not necessarily include root cause removal.
- f) **“Resolution Time”** shall mean the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.
- g) **“Down Time”** shall mean the period when the Application is not available due to the problem in it and shall be the interval between the times of reporting of failure to the time of completion of repair. Down Time is the sum of response time and restoration time with the following exclusions:

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

UPTIME

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

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

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

Uptime	Penalty /Quarter
Above 99.90%	No Penalty
99.80% to 99%	2% of the ATS/Quarter
98.99% to 97%	5% of the ATS/Quarter
97.99% to 95%	10% of the ATS/Quarter
Less than 95%	Penalty at an incremental rate of 1% (in addition to a base of 10%) of the product cost for every 0.5% lower than the stipulated uptime

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

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

The overall penalty on account of service level default is capped to a max 10% of the TCO value and thereafter, Bank has the discretion to cancel the contract. These penalty charges will be deducted from the Bank guarantee offered as part of the RFP or from any Bill payable to the Bidder. Bank may recover such amount of penalty from any payment being released to the bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.

Penalty is not applicable for reasons attributable to J&K BANK and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to J&K BANK and Force Majeure.

6. Service Levels:

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

- Regularly check performance of the Company against this SLA.
- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels.

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

- Severity Level 1: Is defined as, the Service is not available or there is a major degradation in performance of the system
- Severity Level 2: Is defined as, the service is available but the performance is degraded or there are intermittent failures and there is an urgent need to fix the problem to restore the service
- Severity Level 3: Is defined as, the moderate degradation in the application performance. Has no impact on the normal operations/day-to-day working.

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

Severity Level	Response	Restoration	Resolution
Severity-1	01 hr.	02 hrs.	24 hrs.
Severity-2	01 hrs.	06 hrs.	48 hrs.
Severity-3	01 hrs.	12 hrs.	1 week

Penalties for Non-Compliance to Restoration and Resolution Time:

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

Severity-2	02 days of ATS per Quarter for every 6 hrs. of delay in restoration	02 days of ATS per Quarter for every 1 day of delay in resolution
Severity-3	01 days of ATS per Quarter for every 24 hrs. delay in restoration	01 days of ATS per Quarter for every 2 days of delay in resolution

7. Governance & Reporting

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

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

8. Project Delivery Milestones

The bidder shall have back to back arrangement with OEM and OEM shall be responsible for end-to-end delivery and implementation of the solution including Functional Configuration, Custom Development and Data Migration activities as per the required scope and schedule.

The project shall be delivered in the following phases:

Project Phases:

6. Project Planning & Governance
7. Delivery of Solution
8. User Acceptance Testing (UAT)
9. Operationalization of Solution
10. Solution Review

1. Project Planning & Governance

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

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

As part of the Project Governance following activities need to be ensured for effective delivery & implementation

- Assign dedicated Project Manager for bank
- Provide escalation matrix upto the level of Country Head
- Conduct weekly project status meetings
- Maintain & track project activities in the form of Gantt Charts
- Maintain Issue tracker & highlight critical issues on priority

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

4. Delivery

The implementation is expected to be completed in 12 months in a phase wise manner with all phases to be taken in parallel. The various phases & respective modules along with timelines are briefly described as under:

Phase	Modules	Duration
1	General Ledger (GL), Accounts Payable (AP) & Fixed Assets (FA) , Accounts receivable (AR),I-Procurement Purchasing, Inventory	12 months + 3 months intensive support
2	Sourcing, Project Planning , Project Costing, iSupplier, Inventory, Property Manager	6 month + 3 months intensive support
3	Budgeting, Financial Planning and analytics	5 months + 1 month intensive support

OEM shall be responsible for support required for setting up the ERP environment with following high level project activities. The detailed set of activities are defined under table 1

- Provisioning and installation of the application and database instance along with other reporting and analytic tools
 - Configuring backup as per backup policy
 - Patch the Identified Environments as required to maintain existing functionality including Critical and security patches.
 - Promote from DEV to UAT to Production instance in line with instructions submitted by Bank
- ii. Perform tasks that require administrative privileges for the ERP Modules in accordance with Table 1 once for each environment in scope:

- viii. Refreshes
- ix. Backups and Restores
- x. Space allocation
- xi. Purge routines
- xii. Environment configuration changes
- xiii. Security administration, including basic access controls
- xiv. Make configuration changes as required to maintain performance of the supported programs

OEM support for functional configuration and Custom Development Services.

- xi. Functional Configuration of ERP modules in Dev, UAT and Prod environment as per mentioned Table 1.
- xii. Analyze and validate the business requirement in each module mentioned in table 1.
- xiii. Functional design and build for customization, Integration and localization as identified in the Table 1.
- xiv. Analyze the issues reported in each module during testing to identify whether it is related to application configuration or customization, Integration & Localization
- xv. Resolve issue(s) related to application configurations.
- xvi. Provide assistance to fix reported issue in Customization, Integration & Localization
- xvii. Perform unit testing for issue fixes.
- xviii. OEM should configure the standard functional configuration in following modules of the supplied ERP solution
 - xix. Planning & Budgeting
 - xx. Financial Planning
 - xxi. Budgeting & Forecasting
 - xxii. Capital Planning
 - xxiii. Reporting Modules
- xxiv. OEM shall Create formulas for calculating up to 10 Financial Ratios (based on daily, fortnightly, monthly, quarterly and yearly averages).
- xxv. Integration of budgeting and planning tools with Microsoft office components, three types of planning shall be needed to be configured including

- **Regulators Plan**
- **Board Plan**
- **Internal Plan**
- **Plans at monthly level will be configured**
- **Budget Plan: 1 Year (with Quarterly & monthly break-ups)**
- **Rolling Plan: 5 Years (with Quarterly & yearly break-ups)**

Data Migration Activities

OEM shall be responsible for following data migration activities such as:

- vi. Preparation of Data Collection templates for up to 20 templates.
- vii. Documenting the conversion rules and mapping requirements using the Data Migration Mapping Document format
- viii. Development of Data Upload scripts and perform data upload for up to 20 data objects
- ix. Perform Upload of Data upload in Non-Production environments as identified in Table 1.
- x. Validation of data upload using audit report before handing over to Business Users for final validation.

Documentation

OEM shall be responsible for creating and/or updating the documentation provided by Bank related to new or modified objects such as:

- ix. Application configuration document, upto 15.
- x. Functional design document, upto 100.
- xi. Technical design document upto 100.
- xii. Data migration mapping document, upto 20.
- xiii. User manuals, upto 30.
- xiv. Software Requirement Specification (SRS), up to 15.

System Integration Testing (SIT) and User Acceptance Testing (UAT)

OEM shall be responsible for providing assistance to the bank in following activities

- i. Perform Data Migration Iterations as identified in Table 1
- ii. Issue resolution reported during SIT and UAT which would cover the standard ERP functionality in modules and development/modification as per Table 2.
- iii. OEM shall be responsible for providing assistance during User Acceptance Testing by Bank Teams
- iv. OEM shall assist with resolution of issues reported during UAT testing which would cover the standard ERP functionality.
- v. OEM shall provide online knowledge transfer sessions for Key Users identified by the Bank on the standard ERP functionality for modules related modifications in accordance with the Service Maximums table.
- vi. OEM shall be responsible for deploying the functional configurations into the Production Environment.
- xv. OEM shall be responsible for Go-Live related activities after reconciliation and verification of Test Data Migrations in the Production Environment.
- xvi. OEM shall be responsible to provide support following Customer's Production Go-Live for the period identified in Table 1 (the "Post-Production Stabilization Assistance").

(Table 1)

Type	Quantity/Frequency
Environments for which OEM will provide the Services	ERP Solution One (1) Production Environment (Prod) One (1) UAT Environment / Development (Dev) Environment One (1) Disaster Recovery (DR) One (1) production and One (1) DR of Reporting tool environment and Analytics One (1) UAT environment for reporting tool
Supported Modules	ERP Modules: <ul style="list-style-type: none"> Financials – General Ledger (GL), Accounts Payable (AP) & Fixed Assets (FA) , Accounts receivable (AR) Procurement Purchasing and Sourcing Project Planning Project Costing Supplier Inventory Property Manager Planning Budgeting
Scope for Implementation	All J&K Bank Branches (approx. 1000)
Delivery Methodology	Remote and Onsite
Assistance with Number of Test Data Migrations Iterations	Two (2)
Number of Key Users for which OEM will provide “Train the Trainer” knowledge transfer sessions	Up to Twenty (20)
Duration of Key Business User knowledge transfer (Train the Trainer)	Two (2) Business weeks
Duration of System integration Testing assistance (DEV)	Six (6) Business weeks
Duration of UAT Assistance (prior to Go-Live)	Six (6) Business weeks
Duration of post-production stabilization assistance	Three (3) Months, for each module listed in supported modules starting immediately after go-live of module.
Modifications/Development	As per details given in Table 2

	<p>Up to Eight (8) Workflows Up to Fifteen (15) Integrations Up to Hundred (100) custom components limited to the below only:</p> <ul style="list-style-type: none"> • Data Entry Forms – up to 10 • Reports – up to 60 (30 – Low, 20 -Moderate and 10 Complex) • Database Objects (Packages, Procedures, Triggers, Alerts) – up to 30
Data Migration Objects	As Identified in Table 3, from Dev to UAT to Production environment
Analytical Reports	Upto Thirty (30) (15 – Low, 10 – Moderate, 5 Complex)
Primary Hours of Operation (excluding holidays, Maintenance Windows, and Planned Outages)	10:00 a.m. to 7:00 p.m., (IST), Monday through Friday
Document Deliverables	<p>vii. Application configuration document up to 15.</p> <p>viii. Functional design document up to 100.</p> <p>ix. Technical design document up to 100.</p> <p>x. Data migration mapping document up to 20.</p> <p>xi. User manuals, up to 30.</p> <p>xii. Software Requirement Specification (SRS), up to 15.</p>
Data Extraction	You will depute personnel to extract data from your legacy systems and provide to OEM for upload as per the format shared by OEM in MS Excel file

(Table 2)

Sl. No#	Customization Details	Type of Customization	Up to No of Customizations
1	Purchase Requisition Approval	Workflow	One (1)
2	Purchase Order Approval	Workflow	One (1)
3	AP Invoice Approval	Workflow	One (1)
4	Journal Approval	Workflow	One(1)
5	Integration with CBS for GL Data	Integration	One (1)
6	Integration with CBS for segment values	Integration	One (1)
7	Integration with CBS for currency code	Integration	One (1)
8	Integration with CBS for vendor payments	Integration	One (1)

9	Integration between General ledger & Financial planning tool	Integration	One (1)
10	Integration of General Ledger & Budgeting tool	Integration	Three (3)
11	Employee data & Work structure integration with HRMS	Integration	One (1)
12	Integration of Accounts Payable with Peoplesoft for Employee Expenses	Integration	One (1)

Table 3: Data Migration Objects

Sl. No#	Data Migration Object	Module	Object Type
1	Items Master	Inventory	Master Data
2	Supplier Master	Accounts Payable/Purchasing	Master Data
3	Tax Master	Tax Compliance	Master Data
4	Fixed Asset Register	Fixed Assets	Master Data
5	Employee Master for purchasing and user creation	Human Resources	Master Data
6	Project Master	Projects	Master Data
7	Open Purchase Order	Purchasing	Transactions Data
8	Open AR Invoices	Account Receivables	Transactions Data
9	On Hand Inventory	Inventory	Transactions Data
10	GL Trial Balance	General Ledger	Transactions Data
11	AP Unpaid Invoices	Accounts Payable	Transactions Data
12	Open Prepayment	Accounts Payable	Transactions Data
13	Project CWIP transaction	Projects costing	Transactions Data
14	Open Requisition	Purchasing	Transactions Data
15	Actual and Budget Data	Planning	Transactions Data

Table 4: Project Deliverables (High Level)

S/N	Project Phase	Deliverable	Reference Section	Acceptance Criteria
1.	Planning	1. High level project plan indicating the key milestones,	1.b	Project Plan will be shared via email

		elapsed time & dependencies.		
2.	Development	1. Custom objects developed till DEV testing milestone in DEV. 2. Sign-off of all SRS documents	Table 1	Migration log for up to 40 Custom Objects
3.	3. UAT	4. Migration of Custom objects in UAT 5. Documentation 6. User Manuals	7. Table 1	8. Migration Log consisting of up to 100 Custom objects
4.	9. Production Go-Live	10. Production Instance with master and open balances data uploaded. 11. Migration of Custom objects in PROD	12. Table 1	13. Migration Log consisting of up to 100 Custom objects 14.
5.	15. Post Go-Live Support	16. Updated Issues Log 17. Documentation	18. Table 1	19. Issues Log will be shared via email

9. Contract Period

The Agreement shall be effective from date of acceptance of PO and shall be valid till (___date___), i.e. 5 years from go live of the Solution (___date___), unless or until terminated by Bank in accordance with the terms of this SLA. Thereafter the contract may further extend if both parties wish to continue on the mutually agreed terms and conditions subject to satisfactory performance of the vendor.

10. Payment Terms

The Bidder must accept the payment terms proposed by the Bank as proposed in this section. The indicative commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank.

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

S. No.	Description	Project Milestone	Payment (Including Applicable Taxes)
	Cost of Software Licenses	(i) On successful supply, installation of licenses (ii) On UAT Sign off	50% 50%

Phase 1

Milestone	Timelines from PO Acceptance.	Payment %
Kick Off	Week 0	5
Sign Off on Business Requirement Document	Week 6	25
Installation and Configuration	Week 21	25
UAT	Week 37	25
Go Live	Week 40	10
Post prod	Week 52	10

Phase 2

Milestone	Timelines from PO Acceptance.	Payment %
Kick off	Week 0	5
Installation and Configuration	Week 8	30
UAT	Week 18	30
Go Live	Week 22	25
Post Go live	Week 34	10

Phase 3

Milestone	Timelines from PO Acceptance.	Payment %
Kick off	Week 0	5
Installation and Configuration	Week 7	30
UAT	Week 13	30
Go Live	Week 18	25
Post Go live	Week 22	10

Note:- The implementation cost of any of the Phases should not exceed 50% of the overall Implementation cost and shall be released as per below details

Additional Payment Conditions

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

- i. Signing of a Service Level Agreement (SLA) between the Bank and the selected bidder.
- ii. Signing of a Non-Disclosure Agreement (NDA) between the Bank and the selected bidder.
- iii. Submission of a valid Performance Bank Guarantee (PBG) as defined in the RFP.
- iv. No advance payment shall be made upon award of the contract for implementation or professional services.
- v. Sign off from business & IT teams
- vi. The Bank reserves the right to withhold or delay payments if the bidder fails to comply with any of the terms and conditions of the RFP or contract.
- vii. All payments shall be made electronically to the bidder's registered bank account after submission of valid invoices and necessary documentation.

11. Assignment

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

12. Entire Agreement, Amendments, Waivers

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

13. Severability

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

14. Remedies Cumulative

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

15. Partnership / Collaboration / Subcontracting

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

16. Confidentiality

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

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

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

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

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

The restrictions mentioned hereinabove shall not apply to: -

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

The confidential information and material and all copies thereof, in whatsoever form shall at all the times remain the property of the Disclosing Party and disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document. The confidentiality obligations

shall be observed by the Company during the term of this Agreement and thereafter and shall survive the expiry or termination of this Agreement between the Bank and Company.

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

17. Information security

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

- (g) That the Successful Bidder has not been notified of and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to its IT Systems and Data.
- (h) That the Successful Bidder is presently in compliance with all applicable laws, statutes, rules or regulations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification. Besides the Successful Bidder confirms the compliance with Banks Supplier Security Policy.
- (i) That the Successful Bidder has implemented backup and disaster recovery technology consistent with generally accepted industry standards and practices.
- (j) That the Successful Bidder and its subsidiaries IT Assets and equipment, computers, Systems, Software's, Networks, hardware, websites, applications and Databases (Collectively called IT systems) are adequate for, and operate and perform in all material respects as required in connection with the operation of business of the Successful Bidder and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants.
- (k) That the Successful Bidder shall be responsible for establishing and maintaining an information security program that is designed to:
 - (i) Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data
 - (ii) That the Successful Bidder will notify Customer of breaches in Successful Bidder's security that materially affect Customer or Customer's customers. Either party may change its security procedures from time to time as commercially reasonable to address operations risks and concerns in compliance with the requirements of this section.
- (l) The Successful Bidder shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of Personal Data and/or use, access, copying, exhibition, transmission or removal of Bank's Confidential Information from Companies facilities. Successful Bidder shall promptly provide Bank with written descriptions of such procedures and policies upon request. Bank shall have the right, upon reasonable prior written notice to Successful Bidder and during normal business hours, to conduct on-site security audits or otherwise inspect Companies facilities to confirm compliance with such security requirements.
- (m) That Successful Bidder shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the Client Data, and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are no less rigorous than those maintained by Successful Bidder for its own information or the information of its customers of a similar nature. Successful Bidder shall comply with the provisions of Information Technology Act, 2000, other applicable legal requirements and standards to protect the customer data.
- (n) That the Successful Bidder shall perform, at its own expense, a security audit no less frequently than annually. This audit shall test the compliance with the agreed-upon security standards and procedures. If the audit shows any matter that may adversely affect Bank, Successful Bidder shall disclose such matter to Bank and provide a detailed plan to remedy such matter. If the audit does not show any matter that may adversely affect Bank, Bidder shall provide the audit or a reasonable summary thereof to Bank. Any such summary may be limited to the extent necessary to avoid a breach of Successful Bidder's security by virtue of providing such summary.
- (o) That Bank may use a third party or its own internal staff for an independent audit or to monitor the Successful Bidder's audit. If Bank chooses to conduct its own security audit, such audit shall be at its own expense. Successful Bidder shall promptly correct any deficiency found in a security audit.
- (p) That after providing 30 days prior notice to Successful Bidder, Bank shall have the right to conduct a security audit during normal business hours to ensure compliance with the foregoing security provisions no more frequently than once per year. Notwithstanding the foregoing, if Bank has a good faith belief that there may have been a material breach of the agreed security protections, Bank shall meet with Successful Bidder to discuss the perceived breach and attempt to resolve the matter as soon as reasonably possible. If the matter cannot be resolved within a thirty (30) day period, the parties may initiate an audit to be conducted and completed within thirty (30) days thereafter. A report of the audit findings shall be issued within such thirty (30) day period, or as soon thereafter

as is practicable. Such audit shall be conducted by Successful Bidder's auditors, or the successors to their role in the event of a corporate reorganization, at Successful Bidder's cost.

- (q) Successful Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful Bidder. Successful Bidders should ensure Data Security and protection of facilities/application managed by them.
- (r) The deputed persons should be aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Besides bank will be at liberty to blacklist the bidder and take appropriate legal action against bidder.
- (s) The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and Successful Bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third-party vendors/service providers & partners.
- (t) Successful Bidder's criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

18. Termination of Contract

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

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

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

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

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

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

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

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

19. Indemnity

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

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

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

It is hereby agreed that the above said indemnity obligations shall apply notwithstanding anything to the contrary contained in this Tender document and subsequent Agreement and shall survive the termination of the agreement for any reason whatsoever. The Successful bidder will have sole control of its defense and all related settlement negotiations.

20. Right to Audit

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

The Selected Bidder shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or persons authorized by it or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Successful Bidder is required to submit such certification by such Auditors to the Bank.

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

21. Limitation of Liability

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

22. Exit Clause

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

- i. Failure of the Successful Bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract.
- ii. Delay in delivery beyond the specified period.
- iii. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods.

- iv. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
- v. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by The Successful Bidder. Bank reserves right to exit at any time after giving notice period of six months during the contract period.

23. Force Majeure

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

24. Intellectual Property Rights

- (a) For any technology / software / product used by Company for performing Services for the Bank as part of this Agreement, Company shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Company.
- (b) Without the Bank's prior written approval, Company will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
- (c) Company shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- (d) The Bank will give (a) notice to Company of any such claim without delay/provide reasonable assistance to Company in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Company shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Company shall promptly provide the

Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Company shall consult with the Bank with respect to the defence and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses Of successful bidder

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

25. Corrupt and Fraudulent practice.

- (a) It is required that Company observe the highest standard of ethics during the procurement and execution of such contracts and not to indulge in any corrupt and fraudulent practice.
- (b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- (c) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- (d) The Bank reserves the right to reject a proposal for award if it determines that the Company recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (e) The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it becomes known that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

26. Governing Laws and Dispute Resolution

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

The Bank and the Successful Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank for **Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution** and designated representative of the Successful Bidder. If designated Officer of the Bank and representative of the Successful Bidder are unable to resolve the dispute within reasonable period, which in any case shall not exceed 30 days they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and the Successful Bidder respectively. If even after elapse of reasonable period, which in any case shall not exceed 60 days, the senior authorized personnel designated by the Bank and the Successful Bidder are unable to resolve the dispute amicably OR any party fails to designate its officer/representative/ senior authorized personnel within days from the date of request in writing for the same by the other party for amicable settlement of dispute, the dispute shall be referred to a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and the venue of the arbitration shall be at Srinagar. The language of the arbitration proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.

27. Notices

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

Following shall be address of BANK for notice purpose:

General Manager (S&IT), J&K Bank Ltd,
5th Floor Technology & Development Division,
Corporate Headquarters, M.A. Road, Srinagar, 190001 Jammu & Kashmir (India)

Following shall be address of Company for notice purpose:

28. Other Terms and Conditions

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

1. If any provision of this agreement or any document, if any, delivered in connection with this agreement is partially or completely invalid or unenforceable in any jurisdiction, then that provision shall be ineffective in that jurisdiction to the extent of its invalidity or unenforceability. However, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this agreement, all of which shall be construed and enforced as if such invalid or unenforceable provision was/were omitted, nor shall the invalidity or unenforceability of that provision in one jurisdiction affect its validity or enforceability in any other jurisdiction. The invalid or unenforceable provision will be replaced in writing by a mutually acceptable provision, which being valid and enforceable comes closest to the intention of the Parties underlying the invalid or unenforceable provision.
2. Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Company. The Company agrees and undertakes to allow the Bank or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by the Company within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. The Company shall

allow the Bank to conduct audits or inspection of its Books and account with regard to Bank's documents by one or more officials or employees or other persons duly authorized by the Bank.

3. The company, either by itself or through its group companies or Associates, shall not use the name and/or trademark/logo of Bank, in any sales or marketing publication or advertisement, or in any other manner.
4. Any addition, alteration, amendment, of this Agreement shall be in writing, signed by both the parties.
5. The invalidity or unenforceability for any reason of any covenant of this Agreement shall not prejudice or affect the validity or enforceability of its other covenants. The invalid or unenforceable provision will be replaced by a mutually acceptable provision, which being valid and enforceable comes closest to the intention and economic positions of the Parties underlying the invalid or unenforceable provision.
6. Each party warrants that it has full power and authority to enter into and perform this Agreement, the respective executants are duly empowered and/or authorized to execute this Agreement, and performance of this Agreement will not result in breach of any provision of the Memorandum and Articles of Association or equivalent constitutional documents of the either party or any breach of any order, judgment or agreement by which the party is bound.
7. The terms and conditions laid down in the RFP shall be read and construed forming part of this service level agreement. In an event of contradiction on any term or condition between RFP and service level agreement, the terms and conditions of service level agreement shall prevail.

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

Agreed and signed on behalf of

Agreed and signed on behalf of

Company's Authorized Signatory

J&K Bank Limited

Name.....

Name.....

Designation.....

Designation.....

Witness (1):

Witness (1):

Name.....

Name.....

Designation.....

Designation.....

Witness (2):

Witness (2):

Name.....

Name.....

Designation.....

Designation.....

Annexure M: Undertaking

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

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

Dear Sir,

Sub: RFP No For Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution , dated 2025

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution** for J&K Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

We have read, understood and accepted the terms/ conditions/ rules mentioned in the RFP.

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

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

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

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

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

We enclose cost of RFP Rs.XX/- (Rupees XX Only) and EMD of Rs.XX/- (Rupees XX Only) in Bank Transfer/Demand Draft/Bank Guarantee favouring J&K Bank Ltd, towards cost of RFP/bid security, details of the same is as under

No. :
Date:
Name of Issuing Bank:

Dated at _____ this _____ day of _____ 2025

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

We agree to all terms & conditions of the RFP.

Place:

Seal and signature of The Bidder



Annexure N: Know Your Employee

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

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

Dear Sir,

Sub: RFP No For Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution, dated 2025

1. We on the behalf of _____ (name of the company) hereby confirm that all the resources (both on-site and off-site) working on the Bank's project i.e. **Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution, dated 2025** for J&K Bank have undergone KYE (Know Your Employee) process and all the required checks have been performed prior to employment of said employees as per our policy.
2. We confirm to defend and keep the bank indemnified against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, educational document, etc.) to Bank before deploying officials in Bank premises for **Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution J&K Bank, dated 2025**

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

Place:

Date:

Seal and signature of the bidder

Annexure O: Template for Pre-Bid Queries

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

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

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

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

Authorized Signatory

Place:

Date:

Name

Designation

Office Seal

Annexure P: No Deviation Certificate

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

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

Dear Sir,

This is to certify that our offer is exactly in line with your RFP for Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution for J&K Bank no. _____ dated _____ and subsequent corrigenda's. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Date:

Name and Designation of Signatory:

Name of Company:

Address:

Note: This form must be signed by authorized signatory.



Annexure Q: 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: _____ **Supply, Implementation, & Maintenance of Enterprise Resource Planning (ERP) Solution** dated _____

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

We confirm that our business (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.

Yours faithfully,

(Name)

For and on behalf of

M/s _____ (Name of manufactures)