



**Online Request for Proposal (e-RFP)
For
Supply, Implementation & Management of Automated Disaster Recovery
Management (ADRM)/DR Automation Tool for various applications**

e-RFP Ref. No: JKB/CHQ/T&D/ADRM-DR-Automation/2026-1691
Dated: 24-03-2026

SCHEDULE OF RFP

e-RFP Reference No.	JKB/CHQ/T&D/ADRM-DR-Automation/2026-1691 Dated: 24-03-2026
Date of Issue of RFP	25-03-2026
RFP Description	Selection of vendor for Supply, Implementation & Management of Automated Disaster Recovery Management (ADRM)/DR Automation Tool for various applications
Issuer of the RFP-Department	Technology & Development Department
Bank's Communication Details	J&K Bank Technology & Development, 5 th Floor , Corporate Headquarters M.A Road , Srinagar
RFP Application Fee (Non - Refundable)	Rs.2,500/-(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
Earnest Money Deposit (EMD) (Refundable)	Rs.10,00,000/- (Rupees Ten 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 total contract Value
Bid Document Availability including changes/ amendments, if any to be issued	Document can be downloaded on banks website and Bank's e-Tendering Service Portal https://jkbank.abcprocure.com/w.e.f March 25, 2026 16.00 Hrs. to April 15, 2026 17.00 Hrs.

Last date for pre-Bids queries & submission Mode	on-line through the prescribed e-Tendering portal https://jkbank.abcprocure.com April 02, 2026 17.00 Hrs.										
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online on April 08, 2026										
Last date and time for Bid	April 15, 2026 17.00 Hrs.										
Last Date of Submission of RFP Bid	As prescribed in Bank's online tender portal https://jkbank.abcprocure.com										
Submission of online Bids	As prescribed in Bank's online tender portal https://jkbank.abcprocure.com										
Date and time of opening of technical bid	To be notified separately										
Corrigendum	All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com only										
For e-Tender related Queries	Service Provider: M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat										
	Help Desk:										
	<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 - 6352631905</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 - 6352631905	4	Imran Sodagar - 9328931942
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DISCLAIMER

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

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

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

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

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



List of Abbreviations

S No.	Abbreviations	Description / Full form
1.	AMC	Annual Maintenance Contract
2.	ATS	Annual Technical Support
3.	API	Application Programming Interface
4.	BFSI	Banking, Financial Services, and Insurance
5.	NMS	Network Monitoring Solution
6.	BG	Bank Guarantee
7.	BOM	Bill of Material
8.	DD	Demand Draft
9.	DI	Delivery Instructions
10.	DIT	Department of Information Technology
11.	EMD	Earnest Money Deposit
12.	OEM	Original Equipment Manufacturer
13.	GST	Goods and Service Tax
14.	HO	Head Office
15.	EBP	External Business Partners
16.	LD	Liquidated Damage
17.	MSE	Micro and Small Enterprises
18.	MSME	Micro Small Medium Enterprises
19.	NEFT	National Electronic Funds Transfer
20.	NI Act	Negotiable Instruments Act
21.	OEM	Original Equipment Manufacturer
22.	EOL	End of Life
23.	EOSL	End of Support life
24.	UAT	User Acceptance Testing
25.	RTGS	Real Time Gross Settlement
26.	POST	Power ON Self-Test
27.	MOP	Method of Procedure
28.	RCA	Root Cause Analysis
29.	AES	Advanced Encryption Standard
30.	AV	Anti-Virus
31.	ACL	Access Control List
32.	BCP	Business Continuity Planning
33.	CBS	Core Banking Solutions
34.	CLI	Command Line
35.	CUG	Closed User Group
36.	DC	Data Center
37.	DR Site	Disaster Recovery Site
38.	GRE	Generic Routing Encapsulation

39.	GUI	Graphical User Interface
40.	HTTPS	Hyper Text Transfer Protocol Secure
41.	IDRBT	The Institute for Development & Research in Banking Technology
42.	ISO	International Organization for Standards
43.	LAN	Local Area Network
44.	LDAP	Lightweight Directory Access Protocol
45.	LLDP-MED	Link layer discovery Protocol Media endpoint discovery
46.	LOI	Letter of Intent
47.	NDA	Non-Disclosure Agreement
48.	NDR/NLS	Near Data Center/Near Line Site
49.	NMS	Network Management System
50.	NOC	Network Operation Center
51.	P&L	Profit and Loss
52.	P2P	Peer to Peer
53.	PBG	Performance Bank Guarantee
54.	PO	Purchase Order
55.	PSB	Public Sector Bank
56.	PSU	Public Sector Undertaking
57.	QoS	Quality of Service
58.	QSFP	Quad Small Form Factor Pluggable
59.	RFP	Request for Proposal
60.	RRB	Regional Rural Bank
61.	HCI	Hyper converged infrastructure
62.	SOC	Security Operation Center
63.	SLA	Service Level Agreement
64.	SNMP	Simple Network Management Protocol
65.	SRTP	Secure Real Time Transport Protocol
66.	SSH	Secure Shell
67.	SSL	Secure Sockets Layer
68.	STP	Spanning Tree Protocol
69.	SWIFT	Society for Worldwide Inter-Bank Financial Telecommunications
70.	TCO	Total Cost of Ownership
71.	TCP	Transmission Control Protocol
72.	TLS	Transport Layer Security
73.	ToS	Type of Service
74.	TOR	Top of Rack
75.	WAN	Wide Area Network
76.	ADRM	Automated Disaster Recovery Management

77.	Audit	Audit refer to any Audit/Observation/Examination/Report/Inquiry, etc. by any authority.
78.	MSP	Managed Service Partner
79.	Bank	Jammu & Kashmir Bank

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. J&K Bank functions as a universal Bank in Jammu & Kashmir and as a specialized Bank in the rest of the country. Bank functions as a leading bank in the Union Territories of Jammu & Kashmir and Ladakh and is designated by Reserve Bank of India as its exclusive agent for carrying out banking business for the Government of Jammu & Kashmir and Ladakh. J&K bank caters to banking requirements of various customer segments which includes Business enterprises, employees of government, semi-government and autonomous bodies, farmers, artisans, public sector organizations and corporate clients. The bank also offers a wide range of retail credit products, including home, personal loans, education loan, agriculture, trade credit and consumer lending, a number of unique financial products tailored to the needs of various customer segments. The Bank, incorporated in 1938, is listed on the NSE and the BSE. Further details of Bank including profile, products and services are available on Bank's website at <https://jkb.bank.in/>

2. Objective of the RFP

Jammu & Kashmir Bank (hereinafter called as "Bank" or "the Bank") invites proposals from experienced and eligible entities (hereinafter referred to as "Respondent" or "Bidder" or "Vendor") for ***End-to-end Supply, Implementation, Configuration, Maintenance and Support of Automated Disaster Recovery Management (ADRM) Solution/ DR Automation Tool / Solution for a period of 5 years (with one year of warranty and 4 years of AMC and ATS Support)***. The AMC/ATS period shall be effective upon satisfactory working and getting the desired results and performance as per Bank's requirement.

Objective of Implementing a DR Automation Solution involves transforming the bank's resilience strategy into a proactive, streamlined, and audit-ready framework with minimal manual intervention and minimal dependency on a particular person. This initiative is expected to not only enhance recovery

capabilities but also fortify customer regulatory standing in an increasingly digital and operational landscape. The initiative is also a critical enabler within the Bank's Enterprise Architecture for improving Business Continuity Architecture, IT Service Management, and Resilient Infrastructure Design.

The Bank intends to implement the Automated Disaster Recovery Management (ADRM)/ DR Automation Tool for carrying out the Disaster Recovery Drills in automated manner and placing it in a shared and secured hosting environment deployed on centralized servers for data protection, archive data, high available and scalability.

The primary objectives of on boarding an ADRM/DR Automation Tool / Solution include:

- Reduce recovery time objectives (RTO).
- Ensure zero data loss.
- Configuration & Integration & Onboarding of applications involving 3-site Architecture (3-Way DR) for Zero RPO.
- Inbuilt Block Replicator to achieve Zero RPO and low RTO over asynchronous replication.
- Carry out Application (or Application Folders) sync between DC & DR so as to ensure Application stack remains in sync between DC & DR Setups.
- Reduce DR test preparation times. Reduced dependency on SMEs and ensure seamless DR triggering.
- Conduct DR tests across multiple platforms (Unix, Virtual, Physical, Windows, Linux, Mainframes, Oracle/IBM Unified Boxes, Midrange, Appliances)
- Runbook Automation.
- Application Aware Recovery: The solution/tool should support multi-tier Apps (DB ...> APP ...> WEB).
- Test a complete application stack across any platforms.
- Enable regular and audit-ready DR drills with reports
- Align with RBI and business continuity guidelines
- Achieve centralized control and visibility across critical IT infrastructure
- Unified monitoring console to view all applications from a single window.
- Avoid dependency on resources for accurate reporting.
- Eliminate manual errors by leveraging orchestration workflows.
- Enable consistent and auditable DR drills.
- Provide real-time observability and SLA tracking.
- Monitor DC-DR config drifts for application stack: OS/DB/Storage/App.
- Reduce dependence on SMEs and manual interventions.
- Align with regulatory mandates for resilience and compliance.
- Reduce time to generate reports after a DR test.
- RPO/Data lag reporting and monitoring.
- Manage other existing DR automation tools as well.

- Protection against Cyber Incidents.
- Intelligently automated run-books and processes with predefined patterns for efficient implementation to simplify and accelerate DR process.
- Simplified solution using an appreciable number of recovery automation library patterns reducing the recovery times and resources to reduce deployment time, recovery time and operating costs.
- Using technology to orchestrate automated test plans and failovers to simplify DR testing exercises.
- Managing DR and resiliency at the business process and application level through intelligent workflow management to increase availability of business applications.
- Dashboards for continual monitoring and predictions of RTO and RPO to reduce risk and increase visibility.

The proposed solution should be capable of recovering servers, storage, network, applications, DB, Webserver and middleware layers etc on a click of a button during planned/unplanned/Emergency scenarios. The proposed solution should provide single dashboard for physical and virtual environments that should offer central monitoring and management capability for remote management of multiple system across multiple locations including checking of DR Readiness status and creates detailed reports for compliance and troubleshooting purposes.

Bidder shall ensure that the proposed solution should provide workflow-based switchover and switchback for DR drills, out of the box reports on RPO deviation, RTO deviation, data lag, BCP readiness like BCP Testing, DR Readiness, application readiness status, DR integrity, and replication trending etc. It shall have inbuilt Business level reports to ensure compliance to all types of regulations including compliance report submitted to RBI.

The solution is expected to offer:

- **Workflow Orchestration:** Creating an intelligent workflow comprised of individual automated actions with an awareness of the entire process. Automation of recovery runbooks for various business systems of all required activities. Envisaged solution is required to possess functionality to automate application-level and infrastructure-level recovery processes. Workflow Automation through run books, that will encompass creation of repeatable, rule-based processes that execute DR tasks such as system shutdown, replication switch, application boot-up, dependency validation, and fallback, without manual intervention.
For attaining maximum efficiency, system should be capable of running different types of workflows. Some workflows sequenced in a manner that recovery actions are executed in a logical order with dependency checks. Similarly, some executed in parallel for independent services which are recovered simultaneously to reduce RTO.
- **Automation:** Codifying a set of manual steps via the creation of scripts that drive singular actions at independent component levels—**Runbook Automation**. DR automation tool should offer robust integration features that enable seamless orchestration across the enterprise IT landscape which should enhance automation,

reduce manual effort, and ensure compliance with business continuity and regulatory requirements.

- **DR Drill Simulations:** DR drill simulations and reporting are crucial for testing and validating bank's ability to recover from disruptions. DR drill simulation will involve execution of Run book, predefined steps for failover/failback and Workflow Orchestration with Multi-layered coordination across apps/infrastructure/services. Automated validation of services after failover.

System should possess feature of Post-Drill Reports (Generated Automatically) which will include Drill summary: Duration, status, teams involved, RTO/RPO achieved vs target, Steps executed (time stamped logs), Success/failure points, last but not least screenshots and data points from automated verifications

- **Audit Trails & Reporting:** Time-stamped, regulator-ready logs for drills and recovery actions. Further for compliance, a complete drill-drown audit trail should be available in the system that can be exported in PDF, EXCEL, CSV, or regulatory XML schema (e.g., for RBI). Some of the envisaged reports are: -
 - DR Drill Execution Report Step-by-step drill execution details with results and timestamps
 - RTO/RPO Compliance Report Measured recovery time vs. Bank's declared policy thresholds. Achieved RTO/RPO.
 - Setup name along with Synced List of Folders, DBs, Components during DR Drill along with Drill Start & End Date & Time.
 - Audit Trail Log Complete activity log with user/system activity
 - Configuration Change Report Changes in DR runbooks, system mapping, or dependencies
 - Compliance Status Report Maps test outcomes to internal and regulatory compliance requirements
 - Executive Summary Report Drill outcome, business impact, improvement areas.
- **Real-Time Monitoring & Alerting:** Health status and thresholds for recovery readiness. Centralized dashboard for DR readiness status with real-time insights into recovery progress and infrastructure status. Dashboard should render DR Readiness Overview, which displays real-time recovery posture, RTO/RPO compliance, and system health indicators. Along with Live Replication widget that monitors data sync between primary and DR sites, highlighting replication lags or failures.

Through Control Panel, solution should provide end user drill Execution Controls- Start, pause, or stop DR drills; select full or partial scope; enable test or live mode. Replication Configuration option, managing replication settings, schedules, and health validation for databases, applications, and infrastructure.

Using Run book Management, admin should be able to create, edit, and validate automated recovery workflows with version control.

System & Application mapping option should be available for defining source-to-target recovery relationships and prioritize critical assets.

- **Centralized Control Console:** One-view dashboard for IT Risk, InfoSec, and BCM oversight. Integration capability should ensure centralized control, real-time visibility, and efficient disaster recovery across complex enterprise environments.
- **RPO/RTO Intelligence:** Data-driven insights on deviations and root causes.
- **Compliance and Audit Support:** Maintain logs and evidence of recovery procedures. Generate reports for internal audits and regulators (e.g., RBI, CERT-IN). To ensure regulatory compliance, internal governance, and audit readiness by leveraging the automation tool's capabilities to generate real-time, accurate DR drill and incident recovery records. Automated Evidence Generation, Compliance Mapping with regard Bank's BCP Policy, RBI Cybersecurity Framework, BCP/DR Audit Checklist and other relevant polices.
- **Integration Capabilities:** Proposed tool should be well integrated with all related infra/systems, API-based integration with existing ITSM tools, monitoring solutions, and backup platforms is important.
Key Integration Capabilities include integration with IT Infrastructure Integration, Application & Database Integration, Storage & Replication Tools, ITSM Integration, Monitoring & Alerting Tools, APIs & Webhooks.

Implementing a DR Automation Solution is a critical step toward transforming the bank's resilience strategy into a proactive, streamlined, and audit-ready framework. This initiative is expected to not only enhance recovery capabilities but also fortify customer regulatory standing in an increasingly digital and operational landscape.

Business Continuity Plan

The bidder shall ensure effective business continuity and disaster recovery plan. The bidder shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same as per applicable policy.

The bidder shall ensure synchronization between databases & application (or Application Folders) tier between DC & DR so as to ensure DB & Application stack remains in sync between DC & DR Setups.

Disaster Recovery (DR) Automation shall be aligned with the bank's broader IT strategy goals of:

- Enhancing operational resilience
- Enabling real-time business continuity
- Reducing dependency on manual IT operations
- Ensuring compliance with regulatory norms such as RBI's BCP/DR framework and guidelines from CERT-In
- Streamline, orchestrate, and automate the end-to-end disaster recovery lifecycle—covering readiness, execution, failover, failback, testing, reporting, and compliance.
- Transforming the bank's resilience strategy into a proactive, streamlined, and audit-ready framework.

To start with, the automation solution will cover the following Tier-1 applications and systems:

1. Core Banking Systems (with GST & SFMS Schema included)
2. Mobile Banking
3. Internet Banking (FEBA)
4. ATM Switch Infrastructure
5. Treasury Management Systems (ITMS)
6. Aadhar Vault
7. MFA
8. APY-GRAS
9. I-Connect
10. Cheque Truncation System (CTS)
11. SWIFT (SAA+XMM)
12. LOS/LAPS
13. CLOS-VKYC
14. NEFT
15. RTGS
16. QNG
17. PFMS/GBB
18. Govt Business
19. Pension
20. HRMS

The platform should have capability to get integrated with IT Service Management (ITSM) tools, CMDBs, monitoring platforms, and replication/storage infrastructure. Workflows will be tailored based on the recovery strategy and data replication mechanisms in place.

Data Protection

Bidder will process Bank's data as part of the Services, bidder shall comply with the Information Technology Act, 2000, Digital Personal Data Protection Act, 2023, and shall comply with all applicable privacy and data protection provisions and applicable laws enforced from time to time. Further, it must be ensured that due care be taken while collecting and dealing with sensitive data or information. The proposed platform/product/solution should be capable of protecting the data center environment from cyber-attacks. The proposed solution should be capable of recovering from any cyber-attacks, threats, and related scenarios. The DR Management solution should be tested and certified by an accredited organization to ensure that there are no security vulnerabilities which can be exploited.

3. Eligibility Criteria

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

The bidders meeting the Eligibility Criteria as per Annexure D will be considered for technical evaluation. Any credential/supporting detail mentioned in "Annexure D – Compliance to

Eligibility Criteria” and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials & client satisfaction reports a bidder can provide. Bank at its own discretion can conduct the Onsite/virtual meetings with the client references to ascertain the status of implementation /services provided.

4. High Level Scope of Work

The Bank has a state-of-the-art IT infrastructure spread across its data centre, near site and disaster recovery centre primarily to cater to different application workloads and ensure seamless delivery of services. While Bank has been successfully running such systems and managing the infrastructure to meet the primary objectives of the solution(s), in compliance to regulatory guidelines, the Bank has identified and put in place policies and mechanisms for Disaster Recovery (DR) and Business Continuity Planning (BCP) also, so as to enable it to recover operations within defined Recovery time objectives and Recovery Point Objectives, thereby ensuring the business continuity and meeting its obligations towards its customers.

DR drills being the certified way to check for application recovery readiness, the challenge in doing DR drills more frequently is the time, apprehended downtime and resources (SME) required to prepare and execute the drills.

In order to achieve the Bank’s business objectives and offer state of the art services from its alternate site also; the Bank intends to implement a robust and highly scalable Enterprise-wide Automated Disaster Recovery Solution/ DR Automation Solution along with other Support applications with the required infrastructure (software, hardware, network and security) and support functions (viz. Data Centre / Disaster Recovery Site, Near Line Site) to support all the business, technical and functional requirements.

The Disaster Recovery Management Solution/ DR Automation tool/Solution should be a single integrated business solution covering all functionality and flexibility required to carry out the Disaster Recovery operations in the current and foreseeable future. The solution should support all kinds of monitoring that are involved in a DR environment and also should be able to perform DR Drills in a complex environment including the applications configured in a 3-way architecture (involving DC-NLS-DR). ***It should be a ready to deploy solution with pre-defined templates, and not merely a framework, to support a green field operation.*** It should provide a competitive edge to the Bank, especially with respect to offering innovative Banking products with a quick time to operational efficiency, operational controls, superior service delivery, better risk management, higher experts retention, highest levels of regulatory and internal policy compliance and timely management information to support quick decision making at all levels of the Bank. The BANK is looking out for a comprehensive DR Management Solution for its applications such as Core Business Applications and other supportive application including Internet Banking, Mobile Banking, RTGS, NEFT, GBM, Treasury, etc.

Below are the tentative RPO and RTO for the applications to be onboarded into ADRM Solution/ DR Automation Solution, though bidder during the design phase has to gather the exact information from Bank.

- Recovery Point Objective (RPO): Zero. (Critical + Non-Critical)
- Recovery Time Objective (RTO): 1 Hours to 2 hours

As part of this initiative, the bidder shall be responsible for the following key activities related to ADRM, but not limited to:

1. The Bidder shall be responsible for end-to-end supply, design, install, train, customize, test, implement, integrate, operate, and maintain the **ADRM solution/ DR Automation Solution** and related hardware (Bidder to provide the sizing of the same in HA at the DC and DR as per the requirements of this RFP and quote the required Hardware along with the solution. While Oracle DB License shall be provided by the Bank, any other DB used has to be factored by the bidder while quoting). The Bidder is expected to provide and implement an ADRM solution encompassing the following functions:
 - Align the DR Management to meet the Bank's business requirement.
 - Provide an efficient, rationalized, and integrated ADRM solution/ DR Automation Solution.
 - Maintain the desired RPO and RTO for applications and IT Infrastructure.
 - Continuously improve efficiency of DR Drill.
2. The bidder should supply Product/Solution as specified, and Services which includes end-to-end design, install, implementation, integration, customization, testing, operations, management, audit compliance and knowledge transfer in respect of ADRM solution as detailed in the subsequent sections of the RFP.
3. The bidder should also provide complete services of ADRM solution monitoring and operations with all required capabilities as per RFP.
4. The bidder should ensure to deliver all the components like software, licenses and other required component for complete ADRM solution as per RFP requirement.
5. The bidder should provide the hardware sizing for the ADRM solution in HA and install & implement the same as per industry best practices to meet the desired RTO & RPO as per Bank's requirement.
6. The proposed solution should support Database & File replication of all the servers between DC & DR.
7. The proposed solution should support Database & File replication for the applications configured in 3-way replication involving DC, NLS & DR and/or vice versa of all the applicable servers between DC & DR.
8. The proposed solution should have workflows defined for network related changes, HSM Configurations & Load Balancer configurations to be carried out for successful application of DR Drill.
9. The proposed solution should support sync and async replication at file and block level capable of integrated with multiple replication topologies including two site and/or three site cascading. One to many supports' integrations with DB native replication tools such as ODG, ADG, SQL NLS, Mirroring, Always-On, DB2 HADR, MY SQL Master-Slave, Postgres SQL native, SYBASE, SRS and all storage replication technologies including HITACHI, DELL, NETAPP and EMC etc.

10. This service combines block replication capabilities along with DR monitoring, reporting, testing and workflow automation capabilities of complex IT infrastructure in a scalable manner.
11. The unified DR management solution should delivers real-time DR-readiness validation and shall offer clear business and operational advantages.
12. The proposed solution must offer a workflow-based management to execute site level failover to alternate attack free site in reduced RTO interval in an event when an attack is detected, in order to resume business in a minimum possible down time as part of Cyber Resiliency (CR).
13. The Bidder should propose the latest and stable version of the Software, ADRM Licenses and Hardware (Latest Gen compatible processors) along with premium support & features to upgrade to latest versions bundled.
14. The bidder shall ensure that any component of the solution including software should not be end of sale till atleast Three years from the date of signing of contract and it should not be end of support during the tenure of the contract from the date of Go-Live sign-off.
15. During the warranty period and ATS period, the Bidder is bound to do any and all maintenance or replacement of any component/ item of the ADRM Solution (Hardware + Software) without any additional cost to the Bank covering all parts, licenses and labour from the date of acceptance of the systems by the Bank at the respective locations i.e., on-site comprehensive warranty. The Bank, however, reserves the right to enter into Annual Technical Support (ATS) agreement either location-wise or from a single centralized location.
16. The configuration, features and modules as per the technical and other specifications of the proposed solution must be functional and installed from the day one. However, the licenses shall be supplied as per delivery milestones against the setups which shall be made live by the Bank in phases.
17. Solution installation, integration and configuration for the entire setup including DB, OS, Middleware and other underlying software and hardware infrastructure shall be through Bidder/OEM resources having prior experience of implementation of the same solution only.
18. The bidder has to plan and do patching, minor, major version upgrade, firmware upgrade of all the components of the ADRM solution as and when released by OEM during 5 year contract period.
19. Bidder also have to ensure proactive monitoring of health of the solution, including the Hardware, Software, application, overall solution on various parameters such as CPU, memory, interface utilizations, etc., monitoring of communication/proper working of the solution with various integrated applications like Active Directory, Anti-Virus, SIEM, ATP, VA/PT tool, etc. monitoring the threshold of devices' either manually or using the Bank EMS. Reporting abnormalities to the Bank as and when observed/occurred
20. The selected bidder has to liaison with different application/hardware vendors of the Bank in order to integrate the new solution to the existing workload or new workloads during contract tenure.
21. Before go-live, the solution and it's architecture should be validated by the respective OEM(s)/OSD(s) of the ADRM Solution and they should certify that the solution features and modules and the deployment of the solution is in compliance to Bank's requirement & Bank's Info Security policies/guidelines.

22. Bidder shall assign one of its employee, without any additional cost to the Bank, who shall act as the Single Point of Contact (SPOC) for the entire project duration. The entire implementation team including SPOC should report onsite through implementation period (i.e., Project Sign-Off) of the solution. Thereafter, the SPOC should report onsite to the Bank atleast once quarterly for review of the Project and as and when required by the Bank during the entire contract period.
23. Bidder to ensure that the application onboarding can be done running from various locations like DC, DR, NLS.
24. Bidder to ensure that a half yearly health check report of the ADRM solution to be provided to Bank during the contract period.
25. **Periodical checking of critical systems:** Periodically evaluate critical systems (such as Operating systems Files & configurations, database configurations, applications files & configurations, Interface, etc.) configurations and patch levels for all systems in the bank.
26. **Application sync checking:** The system should evaluate syncing of application parameters like Memory, CPU, environment variables, OS patch, OS version, last reboot date etc.
27. **Configuration and report:**
 - Proposed Tool enables continuous configuration assessment for critical technology platforms and ensuring desired compliance levels.
 - The module provides reports and dashboards having information on the compared compliance status of the associated assets within DC and DR
 - Daily scanning and reporting basis scheduled interval. Share the configuration drift report for scoped environment
 - Comparison report - DC DR complete report with Compliance/Non-Compliant parameters.
28. **Alerts and Tickets:**
 - The proposed tool should be capable of continuous monitoring of systems and infrastructure (both DC and DR) and shall be capable of generating real-time alerts for any anomalies and potential issues.
 - The proposed tool shall be capable of generating alerts/tickets non-compliance points for the responsible user/user groups.

1.1.1 Hardware/Software Sizing

- I. The Bidder shall be responsible to size the infrastructure and setting up of the UAT (User Acceptance Test), Production and DR (Passive Disaster Recovery) Environments.
- II. Bidder should submit the sizing of required infrastructure including server, OS, DB with technical bid document at the time of bid submission. ***Bidder to factor Database in the Bill of material if the solution will be working on other than oracle database.***
- III. The database, license, support, update and upgrades should be managed by bidder without any additional cost to bank.
- IV. The Bidder should propose the latest and stable version of the Software, ADRM Licenses and Hardware (*Latest Gen compatible processors*) along with premium support (24x7) & features to upgrade to latest versions bundled from day-one.

- V. Bidder should ensure to size the hardware as per Bank's requirement mentioned in the RFP to adhere to the SLA, and Bidder shall ensure that there's no performance issue during the contract period. ***Bidder should ensure all the CPU utilization of any server/ appliance should not go beyond 70% and RAM utilization beyond 80% in the complete tenure of contract.***
- VI. The Bidder shall be responsible for installation, re-installation, configuration, setting up, implementation, monitoring and support of all the components of the solution in all the setups (as per RFP) including the components being provided by the bank.
- VII. Bidder should also provide any Software/Tool and any other required deliverables as per RFP requirement to complete the solution.
- VIII. While the solution shall be hosted on-prem at Bank's DC and/or DR Sites, however, the proposed DR Automation solution with all its components should be cloud ready application and the proposed solution shall be compatible to be hosted on Bank's private or public cloud as per the Bank's requirement. The proposed solution must be CNCF (Cloud Native Computing Foundation) compliant and should be compatible to be deployed at Bank's VMware based on-prem Container platform or public cloud.

1.1.2 Discovery

The solution should be robust and ensure the following discoveries:

- I. Assessment of number of VMS, VLANs and any other resources required to setup ADRM environment.
- II. The bidder and OEM should collaborate and prepare project plan, High level Design (HLD), Low Level Design (LLD) and solution acceptance test cases documents and submit the same for bank approval.
- III. The Bidder need to ensure that solution design including HLD and LLD prepared in consideration of industry best practice and should be validate and approved by OEM.
- IV. The bidder shall ensure that **at least first 2 successful** (Switch Over to DR with application and DB up and running from DR site) **DR drills** (this includes the DR Drill against which Sign off will be provided) **for each application in support** (as per timelines of the RFP) **to be conducted by OEM after successful implementation of proposed solution and training to be given to the Bank's/MSP resources.** Thereafter, **subsequently all DR Drill to be performed by bidder.**
- V. The bidder shall be responsible for any Change management process or upgrade process in Software/License and that should not affect the production database or application.
- VI. **Setup and discovery of DR solution subsystems**
 - Based on server IP and DB instance id, auto discover configuration details about the database
 - Based on server IP and login details, auto discovery replication & storage details.
- VII. **Recovery Management Data Base (RMDB)**
 - Relationship map between primary and DR subsystems that make up application's DR solution.

- Map two and three tier application architecture dependencies.

1.1.3 Design, Development and Implementation

- I. The bidder shall propose plan & design/architecture services through the OSD/OEM. The entire installation, configuration, implementation, and integration of the ADRM solution including all components such as OS, DB, Middleware etc. must be overseen by OEM/OSD only. The bidder has to make necessary arrangement for the same without any additional cost to the Bank.
- II. The bidder shall be responsible for requirement gathering, analysis, and the creation of a Solution Architecture, high-level design, low-level design and simulation of the solution that would be scalable and flexible, OEM/OSD shall vet all these details and certify them prior to implementation.
- III. The proposed solution shall have workflow-based monitoring, management, troubleshooting features.
- IV. The proposed solution should have reporting capability for the real time monitoring of a DR solution parameter like RPO (at DB level), RTO, and replication status and should provide alerts (including SMS and e-mail alerts) on any deviations.
- V. The proposed solution must support all major platforms including Linux, Windows, Solaris, HP-UX, and AIX with native high availability options. It must support both physical & virtual platforms.
- VI. The proposed solution must have pre-packaged support for all widely used databases like Oracle, MSSQL, MYSQL, Sybase, PostGre SQL, DB2 etc. It must support both physical and virtual platforms.
- VII. The proposed solution should integrate seamlessly with the existing setup without the need to reconfigure or remove existing application setup including clusters.
- VIII. The proposed solution should integrate with AAA (Authentication, Authorization and Accounting) systems like Active Directory / LDAP or equivalent.
- IX. The proposed solution Solutions should be compatible with database log-based replication and transaction-based replication.
- X. The solution should equip Bank with:
 - Support on all Replication Mechanisms. Not dependent upon a specific replication.
 - Freedom to choose replication optimised for performance/cost/SLA.
 - Application/Database awareness for monitoring, recovery, testing: not only infra.
 - Multi-tenant model to manage shared recovery sites.
 - Pre-flight checks to ensure greater success of DR tests/recovery.
 - Support for Hot/Cold and Hot/Warm models (for shorter RTO).
 - Predictable Disaster Recovery and Automation supporting multiple hyperscalers.
 - Recovery & Automation for Kubernetes/Containers platforms- Layer in top of VMWare SRM.

Onsite Technical Support (OTS)- During Project Implementation:

Bidder needs to ensure that atleast One (1) L3 OEM Resource and One (1) Project manager is deployed onsite till whole solution is made live along with configuration of all 1st Phase of Five(5) setups. Deployment of resources for onboarding of next phase of Fifteen (15) setups

shall continue only post Go-Live and Satisfactory working of 1st Phase Setups along with conducting of at least 1 DC-DR Drill on the setups using ADRM Solution. In a case 1st phase setups is not made live as per timelines or the resources deployed are not found to be expert ones with expertise in configuration of ADRM Solution, replacement of resources needs to be carried immediately by the bidder/OEM along with penalty (as per RFP). Apart from all the Design, Development and Implementation in making the setup usable in best condition as per Bank's requirement, the onsite OEM Resources (along with Project Manager) shall:

1. The on-site resource should provide production support (i.e., troubleshoot issues, identify root cause and perform bug fixes etc.) for all processes including the processes developed by Bank team.
2. The on-site resource should perform daily monitoring and submit status reports and other reports as per Bank's requirements.
3. Onsite Resource should also monitor overall health of the ADRM Solution and analyse all events and logs.
4. During the One-time implementation it's the responsibility of the Onsite Resource & Project Manager to manage, reconfigure, modify, add, delete any existing workflows defined in the ADRM Solution as per Bank's requirement.
5. Onsite Resource to fix bugs, upgrade, patch the ADRM Solution as and when required.
6. Implementation of the project to be monitored and conducted by the bidder.
7. The Disaster Drill should be non-intrusive.
8. The bidders shall arrange training through OEM to the identified bank personnel/team on the solution, its features, service architecture and functionality during and after implementation. At least first 2 DR Drills of each application to be conducted by the OEM along with the Bank team.

The successful bidder shall provide above two engineers as Onsite Technical Support at no extra cost till the completion of all installation and configuration of the Solution as part of Facility Management Service (FMS). The proposed onsite resources during the implementation period should be exclusive for the ADRM solution implementation in the Bank and they should not be replaced/changed without prior approval of Bank. The onsite resources must be on bidder's payroll, subcontracting shall not be allowed of any resource(s) in this project.

1. The bidder needs to ensure that the resources should be present on all working days of the Bank in shift timings as per the requirement of the Bank during the implementation period. Bank may ask resources to work on Sunday/Public holidays and/or beyond working hours as per Bank requirement.
2. The bidder should inform Bank about the number of resources factored during the implementation period and proposed onsite resources should be exclusive for the ADRM solution implementation in the Bank and they should not be replaced/changed without prior approval of Bank.

1.1.4 ADRM Management and Monitoring

1. The proposed solution should have the centralized console to start, track and configure DR drills for each application. It must support Out-of-box workflows for switchover and switchback. Details of each drill - including start and end times, status and execution details.
2. The proposed solution should have a central web-based console to start, stop and track recovery workflows for each application, it should also support Out-of-box

- workflows for normal copy and failover with each recovery workflow execution detail.
3. The proposed solution should have ability to customize and add pre-flight/ dry run checks to ensure pre-requisite conditions are met to ensure a successful drill/recovery along with each recovery workflow execution detail e.g., Check to make sure agents are connected.
 4. The proposed solution should have a single dashboard to track all of the critical applications real-time recovery readiness, recovery workflows for each application with 24x7 view of their application DR readiness.
 5. The proposed solution should have single console to manage integration of application backup & end-of-day process along with Business Continuity Operations, and it should also support automation scripts and schedules to stop & resume Normal Copy operations before and after daily backup.
 6. The proposed solution should Monitor up/down status & alert on subsystem that are part of a DR solution. It should also monitor the specific processes, services, applications those are DR dependent. The solution must provide alert over SMS and email during the adverse conditions that need an immediate attention to eliminate the delay in responding to crucial situations.
 7. The bidder shall ensure that proposed solution should support real-time monitoring of **database & application-level** Recovery Point Objective. It should also alert when the recovery point measurement exceeds business set objectives and report critical application recovery SLA to Bank's Management, Auditors and Regulator as and when required.
 8. The proposed solution should have single dashboard to monitor replication and its impact on RPO and also support real-time monitoring and status alters for replication.
 9. **The proposed solution should have workflows defined for network related changes to be carried out for application DR Drill.**
 10. For Monitoring the ADRM solution and infrastructure Bank's ITSM tool will be utilized.
 11. **The proposed solution should support out-of-box report such as:**
 - RPO deviation over time range.
 - RTO deviation over time range.
 - Workflow execution time for each instance.
 - WAN/Link utilization over time range.
 - Replication (Application, DB) over time range
 - Application summary – configuration & current state
 - Test summary report per application/DB.

1.1.5 Testing and deployment

- I. The selected bidder shall be responsible to perform rigorous testing including unit testing, system integration testing, performance testing etc.
- II. The solution should be compatible with all Virtual machines/Physical Machines having various operating system like windows, Linux, Ubuntu etc.
- III. The bidder must conduct end to end testing of the solution in UAT environment and ensure that the solution is error free and working as expected, before application of same in the DC and DR Production setups.
- IV. The bidder shall submit the UAT sign off report post UAT completion.

1.1.6 Integration

- I. The solution should seamlessly integrate with the Bank's existing infrastructure, solutions, applications (such as AD, LDAP, SIEM, NTP server, Antivirus, ITSM, OEM Tools etc.). Integrations with these solutions should be done without any additional cost to the Bank by the Bidder.
- II. The bidder should integrate proposed ADRM solution/DR Automation solution with JKB existing backup solution (Commvault) at both DC & DR sites.
- III. As per the requirement of the Bank, any integration of any new solution deployed in the Bank with the ADRM Solution shall be without any additional cost throughout the contract period.

1.1.7 Documentation

The Bidder is required to provide the complete documentation for ADRM solution which must include but not limited to:

- System Requirement Specification (SRS),
- Business Requirement Specifications (BRS),
- Design Document,
- Installation and Implementation Guide,
- User Manual,
- Administration Guide,
- Hardening Document,
- System and Application Architecture,
- Operations Guide and Standard Operating Procedure for conducting DR Drill for each application onboarded on ADRM Solution as well as ADRM Solution Itself.

All the documents must be vetted by the OEM.

1.1.8 Continual Improvement

1. The bidder should ensure to fine tune the rules/scenarios and configuration on the regular basis to reduce the occurrence of false positives.
2. The bidder should ensure to conduct periodic health check by the OEM (twice every year) to ensure the quality of implementation and operations.
3. The bidder shall adhere the closure time as per Bank's requirement for incidents and events, also ensure the periodic check-up reviews for the same.

1.1.9 Business continuity

- ✓ The Bidder shall be responsible for defining a DR/BCP plan for the application operations and also ensure that periodic tests are conducted as per the testing calendar agreed with the Bank.
- ✓ The Bidder shall be responsible for integrating BCP Base with Real Time Business dashboard giving Visibility, Accountability, manageability to CXO to take an Informed Business decision from People, process perspective AND an automated orchestration engine to execute all the configured critical BCM plans.

- ✓ The Bidder shall be responsible for integrating BCP Organization structure, Resource management, BIA and dependencies, Risk Assessment, Risk Mitigation, BCP Automation for processes, BCM strategy & plan development, Incident Management, Notification (Exercise / Testing / Drills), Reports, Management review, Performance evaluation, Audit Management, What If Analysis & Reports.

1.1.10 Security and Compliance

- I. The solution should comply with all security certifications and regulatory requirements of the Bank (VAPT, Process Audit, EAPT, DLP, risk assessment etc.) as per policy to ensure data consistency and data security.
- II. The bidder has to support and ensure all audit compliance, which is related to the hardware and solution components provided in this RFP.
- III. The solution must comply with the IT, Information Security and Cyber Security guidelines of the Bank or any regulatory/statutory/government/non-government body, as applicable.
- IV. The solution should have secure, authorized and privilege-based access for solution management console.
- V. The Bidder shall not disclose or use any information given access to, by the Bank, during the entire tenure of the contract, with any third party.
- VI. The bidder shall ensure the privacy and security of Bank's data or customer's sensitive data processed, stored, or transmitted over the solution and underlying IT infrastructure, including public cloud infrastructures (if involved), as well as provide necessary security and access controls and permissions.
- VII. Solution should comply with data protection and data localization norms
- VIII. Solution should support multiple user authorization, authentication and auditing for secure access control.

1.1.11 High Availability

- I. Both the setup at DC and DR should be deployed in active-active High Availability mode at each site. In case of failure of DC or DR site, the setup at either site should be capable to handle the entire load of the solution without any performance degradation.
- II. The solution must minimize the impact of solution failure in the production environment. It must ensure that the system can continue to operate without any significant disruption or downtime in the event of such failures.
- III. The solution shall be design with redundancy in mind to ensure zero impact by the failure of one or more components /servers or software in the production environment.
- IV. The Solution should have a fail-over mechanism to ensure uninterrupted operations and manage DC-DR switchover with no business impact.

- V. The solution should have proper version control mechanism for the source code and can share code as and when required for auditing purpose.
- VI. The bidder must take the backup of logs, audit trails etc. as per Banks policy.

1.1.12 Scalability

The ADRM solution must be scalable to adapt to cater increasing number of Applications, addition and/or integration of new applications, as per future requirements of the Bank.

1.1.13 Licenses

- I. The bidder shall be responsible for procuring all the **perpetual licenses** (in the name of the Bank) for the ADRM solution including all components required for implementing the solution and furnish the Bank with all the licensed software/ applications/ components developed or procured during the contract period. **All the procured licenses and any other components of the whole solution must be in the name of the Bank.**
- II. The bidder will be responsible for managing the licenses and ensuring compliance and tracking the license expiry dates and renewal requirements of the automation solution during the whole contract period.
- III. Bank shall procure the licenses as per their requirement during the contract period. The same license should be re-usable on premise or on cloud any time as per bank requirement without any additional cost to bank.
- IV. The bidder shall assume full responsibility for any legal consequences that may arise from infringement of patents, trademarks, copyrights related to the solution supplied by the bidder to the Bank.
- V. The Bidder shall be required to perform all tasks, render requisite services and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Bank.
- VI. Solution should have capability of generating logs for the activities performed which can be utilize in case of exceptions and errors.
- VII. The bidder should regularly communicate new features/ upgrades to Bank at regular intervals and ensure bare minimum down-time during planned maintenance and future release upgrades. Downtime, if required, shall be provided with the prior approval of the Bank and only during after-business hours.
- VIII. The Bank can perform internal and 3rd party audits and the bidder should support for various audits as per need and comply with audit observations within the timelines.
- IX. Bank will procure the license in staggered way in lot of on boarding of 5 applications each.**
- X. The licence detail provided against beach setup is indicative only. Information has been provided taken into account the tentative future growth in the setups (App/Web/DB tier etc). In a case where the growth will be less than as shown, the

extra licenses shall be used by the Bank for Go-Live of any additional setup on the ADRM Solution.

1.1.14 Application List

To start with, the automation solution will cover the following Tier-1 applications and systems, which shall be then extended on rest applications (to be onboarded with TCO of 5 years-(1+4) post satisfactory working and meeting the Bank’s Objectives in below applications:

1. Core Banking Systems (with GST & SFMS Schema included)
2. Mobile Banking
3. Internet Banking (FEBA)
4. ATM Switch Infrastructure
5. Treasury Management Systems (ITMS)
6. Aadhar Vault
7. MFA
8. APY-GRAS
9. I-Connect
10. Cheque Truncation System (CTS)
11. SWIFT (SAA+XMM)
12. LOS/LAPS
13. CLOS-VKYC
14. NEFT
15. RTGS
16. QNG
17. PFMS/GBB
18. Govt Business
19. Pension
20. HRMS

Note: 1st Five (5) Setups being critical with huge customer impact, it will be the discretion of the Bank if implementation and configuration of these five shall be carried post satisfactory implementation, configuration and Go-Live of any other setups or vice-versa.

S. No	Setup Name	Web	APP	DB	J2EE	CPP	BC	Total VMs	VM Type	DB instances (Oracle/MS-SQL)	RAC/ Cluster (2 Node or 3 Node)
1	Core Banking Systems (with GST & SFMS)	5	0	3	6	6	6	26	LDOM	3	3 Node Oracle RAC
2	Mobile Banking	5	8	3	0	0	0	16	VM	3	3 Node Oracle RAC
3	Internet Banking (FEBA)	3	3	3	0	0	0	9	LDOM	2	2 Node Oracle RAC
4	ATM Switch Infrastructure (with 2 VIOS)	3	3	3	0	0	0	9	LPAR	2	2 Node Oracle RAC
5	Treasury Management Systems (ITMS)	0	2	2	0	0	0	4	LDOM	2	2 Node cluster

6	Aadhar Vault	0	3	3	0	0	0	6	VM	2	2 Node Oracle RAC
7	MFA	0	4	4	0	0	0	8	VM	2	2 Node Oracle RAC
8	Atal-Gras	1	2	2	0	0	0	5	LDOM	2	Active/Passive Cluster
9	I-Connect	0	3	3	0	0	0	6	LDOM	2	Standalone
10	Cheque Truncation System (CTS)	0	2	2	0	0	0	4	VM	2 Instances (SQL server)	Always On configured
11	SWIFT (SAA+XMM)	0	3	2	0	0	0	5	VM	2	Standalone
12	LOS/LAPS	3	2	2	0	0	0	6	LPAR	2	2 Node Oracle RAC
13	CLOS	6	12	4	0	0	0	22	VM	2	2 Node Oracle RAC
14	NEFT	0	3	3	0	0	0	6	VM	2	Active/Passive Cluster
15	RTGS	0	3	3	0	0	0	6	VM	2	Active/Passive Cluster
16	QNG	0	2	2	0	0	0	4	VM	1	Standalone
17	PFMS-GBB	0	4	4	0	0	0	8	VM	2 MS-SQL & 2 Oracle	Always On configured
18	Govt Business	0	4	3	0	0	0	7	VM	2	Active/Passive Cluster
19	Pension	2	3	2	0	0	0	7	VM	2	Active/Passive Cluster
20	HRMS	2	4	2	0	0	2	10	VM	1	Standalone
	Total	30	70	55	6	6	8	175		55	

Application	Type of Host							Type of Deployment
	Web	APP	DB	J2EE	CPP	UNI/CBC	Total	P (Physical) / V (Virtual Machine)
Total (20)	30	70	55	6	6	8	175	65 /110

*Approximately 55 DB instances are running in these DB Hosts

Optional Components:

S/N	Item Type	Description	Qty
1	The solution integration with 3rd party tools/ Virtualization / Cloud	The solution integration for authentication purpose e.g., AD, LDAP, PAM/PIM or Vault based appliances / 3rd party tools – VMware/ Hyper-V/ ITSM/IDAM etc.,) to execute DR procedures and manage the replication actions during DR drills & failover derived by the customer	4 (4* Setups—host details (if required) shall be shared with L1 Bidder)
2	DNS/NAT Automation (Inhouse/ Public)	Monitor and Automate the Networking Infra with Automation on DNS, NAT and Firewall policies	6

3	Network Firewall Automation	Monitor and Automate the Networking Infra with Automation on Firewall policies	6
4	Integration with Microservices platform	Integration with Microservices platform to manage containers configured on the platform for the purpose of DR Drill and failover.	4
5	Storage Module Integration	Integration with Storage Management Console for replication monitoring, management and orchestration	2

** The Above provided details are indicative taking into account the tentative future growth in the setups (App/Web/DB tier etc). In a case where the growth will be less than as envisaged, the extra licenses shall be used by the Bank for Go-Live of any additional setup on the ADRM Solution.

1.1.15 End-of-Sale and End-of-Life of the Server Hardware Supplied

The Proposed solution (software/Application Software) provided by the successful bidder including the surrounding applications/software deployed by the Bidder, if any, should not be declared EOL/EOS within 5 years of sign off of the project. If at all, the solution or any Application Software provided by the bidder is declared end of sale within the 3 years of sign off of the project and/or end of support during the contract period of 5 years, the successful bidder has to provide & implement the upgraded version (software/solution) free of cost, to the Bank.

1.2 Onsite Technical Support (OTS) - During Warranty Period & Post Warranty Period:

The Onsite Technical Support in the form of Two (2) Onsite L2 Resident Engineers shall be provided post go live of the ADRM solution when whole solution along with license and softwares is already commissioned and Live. Post Sign-Off, the bidder shall deploy two (2) L2 Level resources with 4-5 years' experience in handling, manging and supporting the ADRM/DR Automation Setup onsite for all onsite technical support during the whole contract period (Warranty + ATS/AMC) post sign-off.

The Onsite resident engineers shall be deployed either one at Noida location or one at Mumbai location or as per Bank's discretion as part of Facility Management Service (FMS). The proposed resident engineers must be from the payroll of the same company who has been awarded the contract (outsourcing/sub-contracting is not allowed) and should fulfill the following eligibility criteria & Successful bidder should submit documentary proof for the same to Bank before starting the implementation of the solution:

a) Qualification: The resident engineers should hold a degree in B. E/ B. Tech in Computer Science/Electronics engineering/Information technology or MCA or M.Sc. (IT). **The engineer must also hold relevant certification from the OEM for customization of offered solution at the time of his deployment in the Bank.**

b) Experience: Resident engineers should have minimum 4-5 years of experience in similar OEM product customization, administration & monitoring of the proposed

Solution and is expected to have good knowledge of Windows, Linux, Solaris, DB2 & AIX (UNIX) Operating System administration. The activities performed by resident Engineer **includes, but not limited to:**

Issue fixing (of software), deployment, complaints handling, testing, validating, documentation of issues identified and solution, preparation of SOPs, applying certified patch provided by customization team of bidder, running batches, DC-DR sync, DR drill activity and any other job assigned by bank for proposed solution. Proper experience certificate obtained from the client, to be submitted at the time of deployment of resident engineers in the Bank.

Certification from the OEM to be submitted at the time of payment request for onsite engineer charges.

c) The resident engineers stationed at Bank's Premises will be exclusively for this project and cannot be shared by the bidder for any other purpose during contract period. Granting leave/ absence to the engineer posted at our site, should be with at least 2 days' prior intimation to the Bank and suitable replacement should be arranged in his/her absence without fail. Penalty shall be affected if engineers are absent without prior intimation to the Bank.

The alternate resource(s) for L2 with similar skill and experience will be made available to the Bank if assigned resource(s) goes on leave, relevant certificates and documents should be submitted for alternate resources as well.

The bidder needs to inform 1 month in advance and obtain concurrence from bank if they wish to replace the dedicated resource. Bidder has to provide replacement resource with the similar skill set & experience within 2 weeks from the date of intimation to the Bank. At any time during the contract period, if Bank is not satisfied with the performance of any Onsite Technical Support Engineer, Bidder/OSD/OEM has to change the resource and provide replacement resource with the similar skill set & experience within 2 weeks from the date of intimation by the Bank. Additional Resource provided during the interim period/handover period of 2 weeks will be without any additional cost to the Bank. Bidder shall be responsible to ensure proper handover to the replacement engineer.

d) The resident engineers should work as per Bank working days and in addition to that engineer should be present in office during the DR Drill activities (planned/unplanned/Emergency scenarios). The resident Engineer should be preferably stationed within 5 km radius of the Bank's premises and willing to reach office in any time in case of exigencies.

While usually the resident engineers shall need to be onsite in General Shift on all working days of the Bank, however, Bank at its discretion may change the shift timings as per its requirement. The resources deployed should have knowledge and experience required for management and monitoring of the overall ADRM solution and its processes.

Bank may ask resources to work on Sunday/Public holidays and/or beyond working hours as per Bank requirement

e) Background check: Successful bidder must conduct proper background check of the resident engineers and should submit BGV (background check verification document) to the Bank.

f) Duties: Bidder resources are required to perform the following activities other than the ones called out as part of Responsibility Matrix:

- Ensure gathering of information from application team and shall do all prerequisite for the entire DRM solution implementation.
- Liaise with other internal teams/ departments of the Bank as well as the vendors of bank's applications for the purpose of implementation, configuration, testing, validation, troubleshooting of the proposed solution.
- Deployment and configuration of whole solution along with integration of new applications/databases/systems/application setups with the solution.
- Resident Engineer to Support DR Drill as per above scope which includes all jobs assigned by the Bank.
- Issue fixing (of hardware & software & solution).
- Resources will be responsible for conducting DR drills on quarterly basis or as desired by Bank.
- Installation/ Creation/ Re-Installation of databases with suitable hardening procedures as per Bank's policy.
- Create, Implement and validate database recovery solutions. Support during DR testing, DR drills and during actual DR situations.
- Processes to perform database upgrades, performance tuning and repairing a database (if required).
- Fine tune and resolve performance issues through performance tuning and optimizations.
- Provides the required operational support to monitor the proposed applications database environments.
- • Refers to the successful backup and restoration of the database instances as defined by BANK policy.
- Management of the granting, removal, monitoring and editing of access rights allocated to the database and application environments based on the Bank's direction and approval.
- The Successful bidder must ensure the availability of engineers (as per qualifications defined by the Bank mentioned in this tender) at Bank's Data Center and if required at another site for setting up and administration of the solution.
- Preventive maintenance of devices/ solution should be performed on quarterly basis and ensuring that the solution is up-to-date in all terms (including but not limited to application/patching/DB etc) with at least (n-1) version at any point of time
- Closure of Vulnerability and penetration testing (VAPT) tickets raised by Bank team within the given time frame.
- The on-site resources should provide production support (i.e., troubleshoot issues, identify root cause and perform bug fixes etc.) for all processes including the processes developed by Bank team.
- The on-site resources should perform daily monitoring and submit status reports and other reports as per Bank's requirements.
- Onsite Resources should also monitor overall health of the ADRM Solution and analyse all events and logs.
- Onsite Resources should maintain activity tracker.
- Onsite resources will be responsible for carrying out the DR Drill via ADRM Solution.
- Onsite Resources to fix bugs, upgrade, patch the ADRM Solution as and when required.

- After the One-time implementation it will be the responsibility of the Onsite Resources to manage, reconfigure, modify, add, delete any existing workflows defined in the ADRM Solution. Hence the deployed resources should be competent and experienced enough on handling the ADRM Solutions.
- The onsite resources must be on bidder’s payroll, subcontracting shall not be allowed of any resource(s) in this project.
- Successful bidder has to ensure the availability of resident engineers during office hours as mentioned above at Bank’s premises for administration, operations, management and all activities related to the solution, maintenance activities including DR Drill, issue fixing etc., as per commercials finalized post RFP process.

Role/Description	Count	Experience	Educational Qualifications/Certifications/ Skills
L2	2	4 years and above	a. Engineering Graduate (Computer Science/Electronics engineering/Information technology) / MCA / M.Sc. (IT). b. Resources should have min. 4 years of operation, management, integration & configuration and issue/bug troubleshooting exposure on ADRM at BFSI environment. c. Resources should have implemented ADRM complete solution in at least one BFSI organization. d. Resources should have hands-on experience on proposed ADRM solution. e. Excellent Communication skills

5. Location of Work

The licenses being procured will be delivered & installed at Primary site and/or Near DC site at Noida and Disaster Recovery (DR) Site at Mumbai as per requirement. However, the Bank reserves the right to change locations/add new locations as per Bank’s requirement.

1. **Data Center Noida**
 Jammu & Kashmir Bank Ltd.
 Green Fort Data Center,
 Plot B7, Sector 132,
 Noida U.P.-201301
2. **Near Line Site**
 Jammu & Kashmir Bank Ltd.
 Nextra Data Limited,
 B-192, Noida Phase II,
 Near NFEZ Noida, (UP)-201304
3. **DR Mumbai**
 CtrlS Data Center,

Mahape, Navi Mumbai,
Maharashtra, 400701

Training

1. Bidder has to arrange for providing advance hands-on training by OEM/OSD or OEM Authorized Training partner to the Bank officials for day-to-day troubleshooting, configuration, customization of processes and maintenance of proposed ADRM Solution before Go-Live as a part of project implementation without any additional cost to the Bank.
2. Bidder(s) must mandatorily provide training to the bank Core team/ Bank's Onboarded MSP (Technical & Administrative) using OEM Professional Services only. It is also the responsibility of the bidder /OEM to provide training manuals/SoP to the Bank. All training material should be in English and should include Specific architecture and layout done for BANK.
3. Bidder shall provide comprehensive training manual, presentations, videos, lecture notes, hand-outs and other training documentation for the training. Entire training setup shall be arranged by the Bidder including Labs, and other training infrastructure requirements etc. Travel, boarding and Lodging cost of the trainer shall be borne by the bidder.
4. The selected bidder shall provide training by OEM to the identified Bank personnel / team on solution or features / service architecture, and functionality during and after implementation. The solution working should be demonstrated to the identified Bank personnel / team of the Bank after completion of the implementation and the review and feedback should be implemented.
5. The details of the training are to be provided by the selected bidder and shall be subject to evaluation by the Bank to ensure that all the components, modules and features of the system are covered in the training by the selected bidder.

6. Invitation for Tender Offer

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

The prospective bidders are advised to note the following: The interested bidders are required to submit the Non-refundable RFP Application Fees of ₹2,500 by way of NEFT, details of which are mentioned at clause of Earnest Money Deposit.

Bidders are required to submit Earnest Money Deposit (EMD) for ₹10,00,000/- (Rupees Ten 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.

7. Project Delivery Milestones

Bidder shall be responsible for the complete delivery, installation, implementation and maintenance of the solution as per the timelines mentioned in the table below. Any breach in the timelines shall lead to imposition of penalty.

S.No.	Phase	Timeline
1.	Delivery of licenses, other components and all software/Infrastructure required for setting up complete solution as per RFP	Within 4 to 6 weeks from the date of Purchase Order
2.	Discovery and assessment to set up the complete ADRM/DR Automation solution for atleast 20 Applications as per RFP and Finalization as well as acceptance of Design Document along with Plan of action (POA) by Bank.	Within 6 to 8 weeks from the date of Purchase Order
3.	Installation, configuration, implementation of ADRM Solution (for all required setups i.e. DC, DR and UAT) with initial 5 applications at DC, NLS and DR and Migration (if any) including UAT sign-off which includes: a) Setup of Infrastructure i.e., OS, DB, Middleware and other components installation and implementation b) Installation, Configuration and Setup of solution for all above deliverables along with all network/AD/DNS/Firewall configuration c) Integration with other solutions like ARCON-PAM/ITSM etc as applicable d) User Acceptance Testing e) UAT Sign-Off	Within 8-16 weeks from the date of Purchase Order.
4.	Go Live of ADRM solution with initial 5 applications and one successful DR drill for each application using ADRM Solution	Within 16-20 weeks from the date of Purchase Order.
5.	Go Live of ADRM solution with rest 15 applications and one successful DR drill for each application using ADRM Solution	Within 20-28 weeks from the date of Purchase Order
6.	2 nd DR Drill Sign off against 1 st 5 Applications	Within 8-12 weeks from the date of Go-Live of (Step-4) (or as per Bank's Requirement)

7.	2 nd DR Drill Sign off against rest 15 Applications	Within 8-12 weeks from the date of Go-Live of (Step-5) (or as per Bank’s Requirement)
8.	Project Signoff	<ul style="list-style-type: none"> PROJECT SIGN-OFF: Project Sign off will be given after resolution/ closure of all post go-live issues raised after go- live of all the in-scope applications...
9.	Deployment of Onsite Resources	From the date of Go-Live of the 1st Phase of Solution (Step-4)

1. The delivery will be deemed complete when all equipment/ components/ software is received in good working condition.
2. The installation and implementation will be deemed to be complete, when the product including all the firmware/system software, and other software, applications, tools etc. have been supplied, installed, and operationalised as per the Scope of Work, Technical specifications of the RFP, and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. Bank shall provide the final signoff post complete implementation of all the components of the solution as per the Purchase Order.
3. The bidder should submit a POA (Plan of Action) for all the user groups/ profiles and offices identified during the discovery phase and ensure to develop, test and implement within 12 weeks from the date of submission of POA. If the implementation for any user group/ profile and office identified during the discovery could not be done or completed due to reason attributable to the bank the bidder shall provide the same in written with reasons thereof. Bank may consider and agree on a mutually agreed timeline for that user group/ profile and office.
4. The bidder should intimate bank for the UAT at least 2 weeks in advance and bidder needs to ensure that UAT sign-off must not go beyond the timeline mentioned.

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

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, Bank aims to select bidder(s) /Service provider(s) who shall **Supply, Implementation & Management of Automated Disaster Recovery Management (ADRM)/DR Automation Tool for various applications**. The bidder shall be entrusted with end to end responsibility for the execution of the project under the scope of this RFP. The bidder is expected to commit for the delivery of services with performance levels set out in this RFP.

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

Stage A. Evaluation of Eligibility

Stage B: Technical Evaluation

Stage C. Commercial Evaluation

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

Please note that the criteria mentioned in this section are only indicative and Bank, at its discretion, may alter these criteria without assigning any reasons. Bank also reserves the right to reject any / all proposal(s) without providing any specific reasons. All deliberations and evaluations performed by Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any Bidder of this RFP.

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.

Stage A-Evaluation of Eligibility Criteria

All bids submitted by the participating bidders in this tender shall have to qualify the Eligibility Criteria as detailed in Annexure D of this RFP. Criteria mentioned in Annexure D is the baseline criteria for participation and bidders who do not qualify the criteria will not be considered for Technical Evaluation & Scoring. All the bidders shall be intimated of their qualification status by the Bank once the evaluation of their bids is completed. The EMD money in respect of such Bidders will be returned on completion of the Stage A evaluation. Bank, therefore, requests that only those Bidders who are sure of meeting all the eligibility criteria only need to respond to this RFP process.

Stage B-Evaluation of Technical Bid

All technical bids of bidders who have Qualified Stage A will be evaluated in this stage and a technical score would be arrived at. The bidder should meet the technical requirements as mentioned in the

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

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

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

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.

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.

Stage C-Evaluation of Commercial Bid

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

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

- i. Commercial Bid of only those bidders will be opened who comply with all the eligibility criteria, qualify the Technical Evaluation Stage and confirm compliance to all the terms & conditions and requirements of the RFP document.
- ii. The Bank's evaluation of the indicative commercial bids will consider the bidder's compliance with the terms and conditions.
- iii. The offer must remain valid for a period of at least 180 days from the date of the tender opening.

Bidders are responsible for the accuracy of all cost computations in their commercial bids. The Bank will review these computations and correct any arithmetic errors identified. While the Bank will make reasonable efforts to identify errors, the ultimate responsibility for accuracy lies with the bidder.

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

- i. Under the CQCCBS, technical proposals will be allotted a weightage of 70%, while financial bids, will be allotted a weightage of 30%.
- ii. The proposal with the lowest cost will be given a financial score of 100, and other proposals will be given financial scores inversely proportional to their prices.

iii. The total score, encompassing both technical and financial aspects, shall be obtained by weighing the quality and cost scores and summing them up.

Highest Point's Basis:

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

Technical Evaluation:

The technical score will be calculated as follows

$$\text{Weighted Technical Score} = \frac{\text{Bidder's Technical Score}}{\text{Highest Technical Score}}$$

The technical score will carry a weightage of 70%.

Commercial Evaluation:

The commercial score will be calculated as follows:

$$\text{Commercial Score} = \frac{\text{Lowest Commercial Price}}{\text{Bidder's Commercial Price}} \times 100$$

The commercial score will carry a weightage of 30%.

Final Evaluation and Selection:

Final Combined Score Formula:

$$\text{Final Score} = [\text{Weighted Technical Score} \times 70] + [\text{Commercial Score} \times 0.30]$$

Bidders will be ranked as H-1, H-2, etc., based on the final combined score.

Example Procedure

As an example, the following procedure shall be followed. In a particular case of selection of bidder, it was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 70:30. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 80, 75 and 90 scores in the technical evaluation respectively. The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants.

The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Technical Score	Quoted Cost
A	80	Rs 100
B	75	Rs 110
C	90	Rs 120

The evaluation committee examined the proposals and evaluated shall take place as under:

Proposal	Technical Score	Highest Technical Score	Weighted Technical Score	Commercials Quoted	Lowest Commercial Bid	Commercial Score	Final Combined Score	Final Rank
A	80	90	0.88	Rs.100.	Rs.100	100	$(0.88 \times 70) + (100 \times 0.30) = 91.6$	H2
B	75		0.83	Rs.110		90.90	$(0.83 \times 70) + (90.90 \times 0.30) = 85.37$	H3
C	90		1.00	Rs.120.		83.33	$(1 \times 70) + (83.33 \times 0.30) = 94.99$	H1

The proposal C securing the highest combined marks and ranked H-1 will be invited for negotiations, if required, and shall be recommended for the award of the contract.



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.abcprocure.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

3. Help Desk:

Contact Persons: **Sandhya Vekariya – 6352631968**
Suraj Gupta – 6352632310
Ijlalaehmad 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.

4. RFP Fees

The non-refundable RFP application fee of Rs.2,500/- is required to be paid by the prospective bidders through NEFT as per the following details:

Bank Details for RFP Fees	
Account Number	9931530300000001
Account Name	Tender Fee / Cost Account
Bank Name	The J&K Bank Ltd

Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR 2,500/=

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

5. Earnest Money Deposit

Prospective bidders are required to submit Earnest Money Deposit (EMD) of ₹ 10,00,000 (Rupees Ten 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 10,00,000/-

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 H.

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

Address:	Technology & Development Department, J&K Bank Ltd. 5 th Floor Corporate Headquarters M.A Road Srinagar J&K Pin- 190001
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The EMD submitted by the bidder will be forfeited if:

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

The EMD will be refunded to:

- 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 L1 bidder.

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

7. Tender Process

- i. 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.
- ii. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the RFP. Any Bid, which stipulates conditions contrary to the terms and conditions given in the RFP, is liable for rejection. Any decision of Bank in this regard shall be final, conclusive and binding on the Vendor.
- iii. This contract shall initially be awarded for a period of five (5) years from the date of signing. Prices quoted will remain same during the contract period of 5 years. Six (6) months prior to the contract's expiration, the Vendor shall engage with the Bank to confirm whether the Bank intends to extend the contract. If the Bank opts for an extension, the Vendor shall mandatorily extend the contract for up to two (2) additional years, ensuring uninterrupted service delivery. The terms and conditions for service delivery shall remain unchanged; however, the Bank reserves the right to negotiate and finalize the commercial rates for the extended period through mutual discussion. The Vendor shall not unilaterally withdraw from or refuse the extension if

- exercised by the Bank. In the event the Bank decides not to extend the contract, the Vendor shall provide all necessary support, documentation, and assistance to ensure a smooth and structured transition.
- iv. 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.
 - v. If the Selected Bidder fails to fulfil the orders within the stipulated period, Bank will have the right to allot those unfulfilled orders to other participating vendors, after giving 15-days' notice to the defaulting Vendor, provided the next vendor (H2) matches the rate fixed. Also during the period of the contract due to unsatisfactory service, Bank will have the right to cancel the contract and award the contract to other participating vendors.
 - vi. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided by the vendor is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the vendor along with invoking the submitted PBG/EMD. Bank's decision in this regard will be final.

8. Bidding Process

- i. The bids in response to this RFP must be submitted in two parts:
 - a. Confirmation of Eligibility Criteria
 - b. Technical Bid" (TB) including and
 - c. Commercial Bid" (CB).
- ii. The mode of submission of Confirmation of Eligibility Criteria, Technical Bid (TB) and Commercial Bid (CB) shall be online.
- iii. Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted.
- iv. The Bidders who qualify the Eligibility Criteria will be qualified for commercial bid evaluation. The successful Bidder(s) will be determined based on the Cost Evaluation under Combined Quality cum Cost Based System (CQCCBS).
- v. Receipt of the bids shall be closed as mentioned in the bid schedule. Bid received after the scheduled closing time will not be accepted by the Bank under any circumstances.
- vi. Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount / Bank Guarantee in lieu of the same should accompany the 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.
- vii. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder'.
- viii. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.

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

9. Deadline for Submission of Bids:

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

10. Bid Validity Period

- i. Bid shall remain valid for duration of 06 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in the commercial bid shall remain valid for duration of 06 calendar months from the date of declaration of H1 Bidder.

- iii. Once Purchase Order or Letter of Intent is issued by the Bank to H1 Bidder, 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.

11. 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.

12. 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.

13. Contents of Bid Document

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

14. Modification and Withdrawal of Bids

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

15. 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 Payments during Contract Period shall be made on the achievement of the following project milestones:

A-Total Software/License and other software Infra Cost

B-Total Installation and Implementation

C-Total cost of resources

D-Quarterly – ATS/AMC Cost

S. No.	Milestones	Timeline	Payment Terms	Payment Amount
1.	Delivery of Hardware (With OS & DB) & ADRM Enterprise licenses & softwares (along with Support) and other components required for setting up of complete ADRM solution as per RFP including all components.	Within 4 to 6 weeks from date of Purchase Order	After submission of PBG & confirmation against delivery of ordered hardware/goods/licenses/Softwares etc.	60% of A
2.	Discovery and assessment to set up the complete ADRM solution as per RFP and Finalization of Workflow/HLD/LLD as well as acceptance of Architecture/Design Document along with Plan of action (POA) by Bank.	Within 6 to 8 weeks from the date of Purchase Order		20% of B
3.	Installation, configuration, implementation of ADRM Solution (for all required setups i.e DC, DR and UAT) with initial 5 applications at DC and DR and Migration (if any) including 1st sign-off which includes: a) Setup, installation and implementation of hardware Infrastructure	Within 8 to 16 weeks from the date of Purchase Order	In arrears on completion of milestone	30% of A+B



	<p>i.e., OS, DB and other components.</p> <p>b) Delivery, Installation and Configuration of Licenses & Software, customization of software, Development of interface, integration with all application and database at DC & DR.</p> <p>c) Installation, Configuration and Setup of solution along with all AD/Firewall/ DNS/ PAM/LB/HSM/Network configurations</p> <p>d) Integration with other solutions and devices as applicable</p> <p>e) User Acceptance Testing (functional testing) of Deployed DR Automation Tool.</p> <p>f) Implementation, Policy configurations, Acceptance testing and Go live</p>			
4.	Go Live of ADRM solution with initial 5 applications and one successful DR drill for each applications using ADRM Solution	Within 16 to 20 weeks from the date of Purchase Order	In arrears on completion of milestone	10% of A + 20% of B
5.	Go Live of ADRM solution with final set of 15 applications and one successful DR drill for each applications using ADRM Solution	Within 20 to 28 weeks from the date of Purchase Order	In arrears on completion of milestone	20% of B
6.		Within 8-12 weeks from the date of Go-Live of Step-3,4 & 5 (or as per Bank's Requirement)	In arrears on completion of milestone	10% of B



	2 nd DR Drill and Project Sign off against onboarding and configuration of all applications with 2 successful DC DR Drills carried.	<p>Project Sign off will be given after resolution/ closure of all post go-live issues raised after onboarding of the 20th application within 4 months of go-live of the solution.</p> <p>OR</p> <p>Four months from the go-live of the solution with all 20 applications onboarded.</p> <p>OR</p> <p>Completion of 2nd successful DR Drill against all 20 Applications through ADRM Tool</p> <p>whichever is later.</p>		
7.	AMC/ATS Cost of Licenses/ Devices/Solution/Components	At the start of each quarter	Quarterly in advance and on submission of requisite documents from the OEM/OSD indicating the ATS /AMC coverage as per RFP terms.	100% of Quarterly cost of D
8.	Onsite Resource Cost	At the end of each quarter in arrears		100% of Quarterly Cost of C post deducting penalty (if any) and deducting the

			absence days (on pro-rate basis) beyond the allowed ones(12 per year).
9.	OEM LED Training Cost	Training Cost (including Pre implementation training) is payable only at the end of Post Implementation Training conduction successfully.	100% Post Implementation Training conduction successfully
10.	On boarding of any additional application based on the subsequent licenses purchase order to be provided to the successful bidder with one successful DR Drill for each application using ADRM solution	Within 8-12 Weeks from the date of subsequent Purchase Order	Relevant Points of the above table will be applicable for all the Subsequent PO(S)

Table 7: Payment Schedule

May note that the License Cost, Software Cost, ATS Cost along with other commercials as arrived after evaluation process against this PO shall be applicable for onboarding of any other setup during the TCO period apart from the indicated 20 setups.

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

- Submission of Performance Bank Guarantee
- Signing of SLA and NDA.
- Submission of Detailed Project Plan including Architectural workflow HLD/LLD clearly showing all components and traffic flow.
- Quarterly AMC/ATS shall be paid in advance on production of invoice & certificate/confirmation from respective OEM that applicable AMC/ATS support is as per agreed timelines in the RFP requirements.
- License & Software proposed as part of the solution should be maintained with back to back 24x7x365 support from the respective OEMs by the Successful Bidder till the end of the contract period. All payments will be released only after submission of the proof for the same along with the invoices and/or other related documents.
- Training Cost (including Pre implementation training) is payable only at the end of Post Implementation Training conduction successfully.
- Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.



- Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
- All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted in TCO and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging.
- Penalties / liquidated damages, if any, shall be deducted from the invoice value.
- * PROJECT SIGN-OFF: Project Sign off will be given after resolution/ closure of all post go-live issues raised after go- live of all the in-scope applications..
- The Bidder's request(s) for payment shall be made to Bank in writing (Invoice) accompanied by the daily/weekly/monthly reports for which payment is being claimed.
- All the payments to the Bidder shall be subject to the report of satisfactory accomplishment of the concerned task / performance/ delivery of the Services to the satisfaction of Bank for this purpose.
- Penalties if any, on account of non-compliance of Service Requirements/ liquidated damages, if any, shall be deducted from the invoice value/ EMD amount/PBG Value.
- TDS on payments will be deducted as applicable.
- All the payments will be made to bidder electronically in Indian Rupees only. Payment will be made against delivery invoices and challans duly acknowledged by Bank officials.
- Under no circumstances Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
- Bank shall not have any liability whatsoever in case of any third-party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.

D - GENERAL TERMS & CONDITIONS

1. Standard of Performance

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

2. Indemnity

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

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

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

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

3. Cancellation of Contract and Compensation

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

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

4. Liquidated Damages

If 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 (Excl of GST) but inclusive of all other taxes and levies. No price increase due to increases in customs duty, excise, tax, dollar price variation etc. will be permitted.

6. Right to Audit

Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Bidder (including its sub-contractors). The Selected Bidder shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or the persons authorized by RBI or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and 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 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 with regard to Bank's documents by one or more officials or employees or other persons duly authorized by the Bank.

7. Force Majeure

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

8. Publicity

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

9. Amendments

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

10. Assignment

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

11. Applicable law and jurisdictions of court

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

12. Resolution of Disputes and Arbitration clause

The Bank and the Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank and designated representative of the Bidder. If designated Officer of the Bank and representative of Bidder, for the selection of **Automated Disaster Recovery Management (ADRM)/DR Automation Tool for various applications** 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 time-line for completion of the assignment shall be worked out in reference to this date. The Bidder hereby acknowledges and undertakes that terms

and conditions of this RFP may be varied by the Bank in its absolute and sole discretion. The SLA/NDA to be executed with the successful bidder shall accordingly be executed in accordance with such varied terms.

If the contract is not signed within the given period (30 working days or till such period as extended by the Bank), the EMD will be forfeited after a grace period of 15 working days.

Bank reserves the right to blacklist/debar the said successful bidder after a grace period of 15 working days.

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

Note: Working days in the RFP refers to Bank's working days

14. 'NO CLAIM' Certificate

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

15. Cost and Currency

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

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

16. No Agency

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

17. Project Risk Management

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

18. Information Security

- a. The Successful Bidder and its personnel shall not carry any written material, layout, diagrams, hard disk, flash / pen drives, storage tapes or any other media out of J&K Bank's premises without written permission from J&K Bank.
- b. The Successful Bidder's personnel including sub-contractors shall follow J&K Bank's information security policy , Supplier 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 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:
 - o Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and
 - o That the Successful Bidder will notify Customer of breaches in Successful Bidder's security that materially affect Customer or Customer's customers. Either party may change its security procedures from time to time as commercially reasonable to address operations risks and concerns in compliance with the requirements of this section.
- l. The Successful Bidder shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of Personal Data and/or use, access, copying, exhibition, transmission or removal of Bank's Confidential Information from Companies facilities. Successful Bidder shall promptly provide Bank with written descriptions of such procedures and policies upon request. Bank shall have the right, upon reasonable prior written notice to Successful Bidder and during normal business hours, to conduct on-site security audits or otherwise inspect Companies facilities to confirm compliance with such security requirements.
- m. That Successful Bidder shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the Client Data, and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are no less rigorous than those maintained by Successful Bidder for its own information or the information of its customers of a similar nature. 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 aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Besides bank will be at liberty to blacklist the bidder and take appropriate legal action against bidder.
- s. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of

vendor/outsourcing activities and Successful Bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners.

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

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

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

20. Statutory Requirements

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

21. Bidder Utilization of Know-how:

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

22. Corrupt and Fraudulent practice:

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

23. Solicitation of Employees

Neither Bidder nor J&K Bank shall hire employees of J&K Bank/Bidder or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of each other directly involved in this contract during the period of the contract and one year thereafter.

24. Proposal Process Management

The Bank reserves the right to accept or reject any/all proposal/ to revise the RFP, to request one or more re-submissions or clarifications from one or more BIDDERS, or to cancel the process in part or

whole. No bidder is obligated to respond to or to continue to respond to the RFP. Additionally, the Bank reserves the right to alter the requirements, in part or whole, during the RFP process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentation and contract negotiation processes.

25. Confidentiality Provision

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

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

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

26. Sub-Contracting

The services offered to be undertaken in response to this RFP shall be undertaken to be provided by the bidder/ directly employing their employees, and there shall not be any sub-contracting 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:

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

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. Escrow Mechanism

Bidder has to agree to keep source code of proposed solution with approved / recognized escrow agency under escrow arrangements mutually acceptable to the bank and Bidder for entire project period. Cost of the escrow arrangement to be borne by Bank. Contract will be signed on mutually acceptable terms with bank and escrow agent. The Bank and the Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent

SECTION E - ANNEXURES

Annexure A: Confirmation of Terms and Conditions

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

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

Dear Sir,

Sub: RFP No **Selection of vendor Supply, Implementation & Management of Automated Disaster Recovery Management (ADRM)/DR Automation Tool for various applications**

Dated

Further to our proposal dated, in response to the Request for Proposal **for Selection of vendor Supply, Implementation & Management of Automated Disaster Recovery Management (ADRM)/DR Automation Tool for various applications** hereinafter referred to as “RFP”) issued by Jammu & Kashmir Bank (J&K BANK) we hereby covenant, warrant and confirm as follows:

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

Place:

Date: Seal and signature of the bidder

Annexure B: Tender Offer Cover Letter

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

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

Dear Sir,

Sub: RFP no: _____ Selection of vendor for Supply, Implementation & Management of Automated Disaster Recovery Management (ADRM)/DR Automation Tool for various applications, dated _____

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Selection of vendor for Supply, Implementation & Management of Automated Disaster Recovery Management (ADRM)/DR Automation Tool for various applications** to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

Place:

Date:

Seal and signature of the bidder

Annexure C: Details of Service Provider

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

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

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

Date:

Seal and signature of the bidder

Annexure D: Compliance to Eligibility Criteria

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

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

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

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

S. No.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	Compliance (Y/N)	Reference Document Submitted and Page No.
1.	The bidder should be registered as a company in India as per Companies Act 1956 OR Companies Act 2013 OR Partnership firm registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP.	Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc AND certificate for change of name, etc., if any.		
2.	Bidder should be either OEM/OSD or authorized partner/SI. In case the bidder is an Authorized partner of the OSD, Bidder needs to provide Manufacturer Authorization Form (MAF) from OSD stating that bidder is authorized partner of OSD and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OSD or its authorized partner. OSD can quote directly or through authorized partners. However, both i.e. OSD & their authorized partner cannot participate in the RFP. In case, both (OSD & their authorized partner) participate, the bid of	In case of authorized representative/partner/SI of the primary product, MAF from OEM as per Annexure in their letter Head needs to be provided. (Name, designation, contact no & official mail id of the signing authority must be clearly mentioned in the MAF.)		

	<p>the OSD only will be considered.</p>			
<p>3.</p>	<p>The bidder should have minimum average annual turnover of Rs. 100 Crores (Rupees One Hundred Crores only) in last 3 FYs i.e., 2022-23, 2023-2024 and 2024-2025. This must be the individual company turnover from India Operations and not that of any group of companies.</p> <p>Bidder should have positive net worth in any two of the preceding three financial years that is 2022-2023, 2023-24 & 2024-25 as per audited financial statements.</p>	<p>a. Copy of Auditor certificate for the financial years 2022-23, 2023-2024 and 2024-2025.</p> <p>Note: The CA certificate provided in this regard should be without any riders or qualification.</p> <p>b. Copies of Audited Balance Sheet for the year 2022-23, 2023-2024 and 2024-2025.</p>		



4.	<p>The Bidder/OEM must have successfully supplied & implemented ADRM solution in at least Two Scheduled Commercial Banks (Public/Private) / PSU/ Government Enterprises/ BFSI organizations in India, during last Five years which should be successfully running as on date of bid submission and out of the above 2 implementations:</p> <p>(i) At least one implementation should be of the solution proposed in the RFP by the Bidder running in one Scheduled Commercial Bank (Public/Private Sector Bank) with minimum 5 application setups onboarded or 100 licenses supplied.</p>	<p>Bidder has to submit the following documents:</p> <p>(i) Copy of Purchase Order/ Work Order/ Agreement signed & stamped by the Client.</p> <p>AND</p> <p>(ii) Copy of Performance Certificate in hardcopy/email OR Mail confirmation from client clearly stating</p> <p>a) the product name, model/version deployed</p> <p>b) that the same is successfully running as on date</p> <p>c) The date/month of commissioning/go-live and</p> <p>d) that the performance of the Bidder as well as the product deployed is satisfactory.</p>		
5.	<p>Bidder should have at least 50 resources (PAN India) on their role with at least 5 resources having 3 years' experience and expertise in proposed DR Automation solution installation & configuration. Profile of the employees should be submitted.</p>	<p>Profile of the resources with experience details should be submitted as part of Bid.</p>		
6.	<p>The bidder should mandatorily have ISO 27001 (or latest) while any of the rest two certifications from ISO 9001:2008 & ISO 20000/1/2 (and/or their latest) are acceptable. All certifications should be valid as on the date of issue of this RFP.</p>	<p>Copy of the relevant certifications.</p>		
7.	<p>The bidder should have a clear lifecycle process that provides at least 5 years of maintenance and support for the hardware, software, OS and License products proposed.</p>	<p>Certificate from SI/OEM should be furnished to support the criteria.</p>		

8.	Bidder should have backend tie-ups with the respective OEMs to provide required Technical Support for the supplied ADRM Solution, Hardware, Software / equipment for their installation, Configuration, etc.	Certificate from OEM should be furnished clearly supporting the Criteria/claim.		
9	The Bidder and its subsidiaries should not have been engaged with J&K Bank for any consultancy services.	An undertaking to this effect must be submitted on company letterhead with duly signed & sealed.		
10	The Bidder to provide information that none of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners is not owned by any Director or Employee of the Bank.	Self-undertaking to be submitted on company letter head.		
11	The bidder should have its own fully functional 24*7*365 support center in Delhi NCR and Mumbai for logging calls and deployment of onsite resources to Banks site for breakdown calls, replacements, troubleshooting and collecting/uploading logs for submission to OEM/for resolution. The centralized trouble-ticketing tool for call logging, monitoring and troubleshooting purpose should have 24/7 access via a published number and email ID.	A self-certified letter to be submitted with confirmation that the bidder has 24*7 support for deploying onsite resources along with the Call Logging Procedure. The details of Service Centre (upto level 3 escalation) such as address, name of the person & Contact number of engineers etc to be submitted along with bid.		
12	The bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder's capability to provide / continue the services to the Bank.	Self-declaration by the Bidder on company letter head signed by the authorized signatory of the Bidder.		

13	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant /statutory auditor		
14	The Bidder should not have been blacklisted/ debarred /banned by Government / Government agency / Banks / Financial Institutions / PSUs in India during last 3 years as on bid submission date.	Self-Signed Certificate to this effect must be provided duly signed & stamped by the Signing Authority		
15	All proposed products should demonstrate interoperability with standards and other manufacturers.	Self-declaration by the Bidder/OEM on company letter head signed by the authorized signatory of the Bidder/OEM.		
ELIGIBILITY CRITERIA FOR OEM(s)				
1.	The OEM should be registered as a company in India as per Companies Act 1956 OR Companies Act 2013 OR Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP.	Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc AND certificate for change of name, etc., if any.		
2.	OEM/OSD of primary product (ADRM) should have average annual turnover of Rs. 200 Crores (Rupees Two Hundred Crores only) for last financial years 2022-2023, 2023-2024 & 2024-2025.	CA Certificate AND Audited Financial statements for the asked for Financial years.		
3.	OEM's proposed ADRM solution must be supplied, deployed & implemented by the OEM itself in at least Two Scheduled Commercial Banks (Public or Private)/PSU / Government Enterprises / BFSI organizations in India, during last Five years which should be successfully running as on the date of bid submission and out of these 2 implementations at least one implementation	Bidder must submit the following documents: i.Copy of Purchase Order/ Work Order/ Agreement signed & stamped by the Client. AND ii.Copy of Performance Certificate in hardcopy/email OR Mail confirmation from client clearly stating a) the product name/model/version deployed		

	should be of the solution proposed in the RFP running in one Scheduled Commercial Bank (Public/Private Sector Bank) with minimum 10 application setups onboarded or 150 licenses supplied.	b) that the same is successfully running as on date c) The date/month of commissioning/go-live and d) that the performance of the product deployed is satisfactory.		
4.	The bidder should mandatorily have ISO 27001 (or latest) while any of the rest two certifications from ISO 9001:2008 & ISO 20000/1/2 (and/or their latest) are acceptable. All certifications should be valid as on the date of issue of this RFP.	Copy of the relevant certifications.		
5.	OEM/OSD should have at least 50 resources on their role (PAN India) with atleast 10 Resources having minimum 3 years' experience and expertise in implementing & making Go-Live the proposed DR Automation solution. Profile of the employees should be submitted.	Profile of the resources with experience details should be submitted as part of Bid.		
6.	The OEM should have a clear lifecycle process that provides at least 5 years of maintenance and support for the Solution, Licensing, hardware, software, OS and products proposed.	Certificate from OEM should be furnished to support the criteria.		
7.	The OEM and OSD should not have been blacklisted / debarred / banned by Government / Government agency / Banks / Financial Institutions / PSUs in India during last 3 years as on bid submission date.	Self-Signed Certificate to this effect must be provided duly signed & stamped by the Signing Authority		
8.	The OEM should have 24x7x365 Support center in Delhi/NCR	Details of Support Centre/ Undertaking on Letterhead of the Organizations		

1. Bidders should submit detailed response along with documentary proof for all of the above eligibility criteria requirements. The eligibility will be evaluated based on the bid and the

supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.

2. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
3. Bidders to submit relevant documentary evidence for all parameters mentioned.
4. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
5. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
6. All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and contact no. should also be evident. The document providing the authorization of the signatory should be submitted to the Bank for all parties.
7. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third-party document may make the bid liable for rejection

Note:

1. In case any other contract has been awarded to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.

All documentary evidence/certificates confirming compliance criteria should be part of eligibility criteria and must be signed by the authorized signatory of the Bidder. In absence of these, the bids will not be considered for further evaluation. No further correspondence will be entertained in this case. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. Scheduled commercial Banks / PSU Banks do not include Regional Rural Banks and Cooperative Banks.

Annexure-E: Technical Bid Format

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

Bidders who are dealing in Disaster Recovery solution and meeting the following technical specification in the proposed product, may respond to this RFP. For each and every specification, necessary evidence/documents should be submitted with the Bid, else the bid would get disqualified.

Bidder to submit dully filled (references to cross verify the required capability/feature)
 Letterhead of the bidder for all the components

Cross references should mention-

1. Model Number and Version Number
2. OEM Document being referred (Product data sheet, product hardware specifications, product administrative guide, product user guide, etc.)
3. Page number of respective document where the cross reference can be made.

Please Note: OEM Documents being referred for cross reference should be of same make, model, and version.

Sr. No.	Description	Maximum Score	Scoring Mechanism	Credentials / documents
1	Compliance to Technical requirement	30	The Compliance factor with 0.30 marks for each of the Technical and Functional Specification	Compliance to Annexure E1
2	Reference site Visit	10	A Committee of officials from bank shall carry out Reference Site Visits and /or Telephonic discussions with the existing Customers of the Bidder. The Inputs that have been received from the Customer would be considered by the bank .The scoring would be relative among the bidders .	(To be evaluated by Bank’s Technical committee)



3	Bidder detailed Work Plan (Approach, Methodology and presentation)	20	<p>Detailed work plan to be scored</p> <p>1.) Project timeline to be committed by bidder 2.) Coverage of scope of work</p> <p>(Presentation to evaluate this criteria shall be given by the Bidder and evaluated by Bank's Technical committee)</p>	Project plan chart shared by bidder(To be evaluated by Bank's Technical committee)
4	Resources Deployment	15	<p>5 Resources (Each >= 3 years' experience =10 marks More than 5 Resources (each >= 3 years' Experience) =15 marks</p>	The bidder/OEM must submit detailed CVs of proposed resources (Total Years of experience ,Relevant Project Experience ,educational qualification)
5.	Experience In Implementation for PSU / Government Enterprises / BFSI organizations in India	15	<p>2 implementations = 8 Marks >2 Implementations =15 marks</p>	PO/Work orders clearly showing project start and end dates.
6	Experience in for Implementation in Scheduled Commercial Bank (Public/Private Sector Bank organizations in India	10	<p>1 implementation = 5 Marks >1 Implementations =10 marks</p>	PO/Work orders clearly showing project start and end dates.

Annexure E1 Compliance to Functional /Technical Specifications

S.NO	Minimum Technical and Functional Specification	Compliance (Yes/No)	Bidders Remarks if any
A	ADRM - General Requirement		
1	The proposed solution must offer defined RPO and RTO by streamlining recovery workflows across infrastructure monitoring, DR management, reporting, and DR drills. It should encompass a rich library of application programming interfaces (APIs), enabling seamless integration with heterogeneous infrastructure components.		
2	The Proposed solution should be able to auto discover application dependencies.		
3	The proposed solution should be capable of recovering servers, storage, network, applications, DB, Webserver and middleware layers on a click of a button. The proposed solution should provide single dashboard for physical and virtual environments that should offer central monitoring and management capability for remote management of multiple system across multiple locations including checking of DR Readiness status and creates detailed reports for compliance and troubleshooting purposes.		
4	The DR management solution should have a managed lifecycle for all workflows from draft to final published version control and time stamp to ensure proper testing and troubleshooting of drill/recovery procedure		
5	The proposed solution should provide service-based dashboard that should provide Business-IT relationship and service availability. DR readiness, Business function availability, Business Impact Analysis/Financial Impact Analysis etc.,		
6	The proposed solution must be implemented in at least 3 other BFSI companies with a minimum of 100 licenses in each company.		
7	The proposed solution should be available in the Indian market for at least 3 years and having good track record and support for the solution should be available for at least 5 years from the date of implementation/sign-off.		
8	The proposed solution shall have the capability to maintain a BCP/DR calendar Activities and shall provide complete visibility of the upcoming events, Activities, Action items, Reviews, Meetings, Drills, Table-top exercise to let the stakeholders know about the upcoming events for better planning.		
9	The Proposed solution must offer a workflow base management & monitoring capability for the real time monitoring of DR solution parameters like RPO (at DB level), RTO, replication status and should provide alerts on any deviations.		
10	The proposed solution should be capable of reporting important health parameters like disk space, password changes, file addition/deletion etc., to ensure DR readiness and facilitate policy-based actions for events with ability to cancel out polar events		

11	The proposed solution should be capable of understanding the application-level interdependencies and the prioritization of application recovery tiers to ensure Application availability at DR during disaster situations.		
12	The proposed solution should provide capability of recovering multiple systems parallel or serial and support inbuild load balancing techniques for optimized recovery		
13	The proposed solution should not relay on scripting for recovery automation		
14	The proposed solution should support concurrent or parallel application recovery work flows to be executed as a part of failover		
15	The proposed solution should be capable of executing DR drill and recovery work flows in simulation mode, without any changes to DR to ensure conditions or met to ensure a successful execution		
16	The proposed solution should facilitate workflows for bring up the applications and all the components it depends on at DR while it is up at primary site without pausing or stopping the replication. The solutions shall have workflows to recover all the layers of a business application.		
17	The proposed solution should have flexibility to create custom workflow actions to perform any operation related to virtual guest OS.		
18	The proposed solution should have capability to perform UI, web automation for various server and network devices		
19	The proposed solution shall be able to support heterogeneous server models from different OEMs with industry standard operating systems like Windows, RHEL, Linux, Solaris, AIX, HP-UX etc.		
20	The proposed solution shall also support heterogeneous storage models from different OEMs (HP, IBM, EMC, SUN, Hitachi Netapp and so on) networking products from Cisco, Juniper, F5, Radware and more.		
21	The proposed solution shall be capable of supporting all popular Virtualization technologies like Vmware, Microsoft Hyper-V, KVM, Citrix Xen, Openstack, cloud platforms including aws, azure, OCI, google, oci-hci platforms including cisco, dell, hp, nutanics – micro platforms including docker, Kubernetes, etc.		
22	The proposed solution shall also support Drill on applications like CBS, Mbank and Digital Channels which are integrated with other performance setups like Redis, Golden gate ,Reporting Servers etc for better performance.		
23	The proposed solution shall maintain primary & Disaster Recovery Equivalence. The solution should support monitoring files, DB, Applications, and Firewall policies, and Patch updates between production and DR site.		
24	The proposed solution should be in the form of software capable of automating different environment including Web/GUI/CLI and shall provide automated failover of each application and dependencies based on expected RTO (recovery time objective) and RPO (recovery point objective). The proposed solution should have been built in		

	accordance with the ISO standards ISO 27001 & ISO 22301 Business Continuity.		
25.	The proposed solution should provide a single dashboard to track DR Readiness status of all the applications under DR. The Dashboard should also be able to display Business Impact analysis and Financial Impact analysis, both qualitative details and to be able to display the cascading effect to take informed decisions		
26	The proposed solution should have inbuilt ready to use library of recovery automation action for heterogeneous databases and replication environment. This must significantly reduce custom development of scripts and speedy deployment of DR solutions.		
27.	The proposed solution should facilitate out-of-the-box, workflow based switchover and switchback for DR drills for standard applications based on industry best practices		
28.	The proposed solution should be capable of doing pre-flight/ DR Run checks to ensure conditions are met to ensure a successful DR Drill.		
29.	The proposed solution should facilitate workflows for bringing up the applications and all the components it depends on at DR while it is up at primary site without pausing/stopping the replication.		
30.	The proposed solution should have replication capability as native feature.		
31.	The proposed solution should be able to manage hosts by either deploying agents or without deploying any agent and should not require any change in the existing environment.		
32.	The proposed solution must support all major OS platforms including Linux, Windows, Solaris, HP-UX, and AIX , Oracle Linux with native high availability options. It must support both physical and virtual platforms.		
33.	The proposed solution should have file level replication for associated application servers and DB log replication which is supported on the commonly used OS platforms and has inbuilt bandwidth compression.		
34.	The proposed solution must have pre-packaged support for all popular databases Oracle, MSSQL, MYSQL, Sybase, PostGre SQL and DB2. It must support both physical and virtual platforms.		
35.	The proposed solution should facilitate workflow based, single-click recovery mechanism for single or multiple applications.		
36.	The proposed solution should have good MIS system, especially it should have inbuilt Business level reports to ensure compliance to all types regulations including compliance report submitted to RBI.		
37.	The proposed DRM solution should integrate seamlessly with the existing setup without the need to reconfigure or remove existing application setup including clusters		
38.	The proposed solution should cover all the functionalities mentioned in the specifications and all the required licenses should be provisioned.		
39.	A single console to track all of the critical applications real-time recovery readiness. Provision of DR/IT operations manager saves on		



	resources and time and has a 24x7 view of their application DR readiness.		
40.	<ul style="list-style-type: none"> ✓ Monitor up/down status & alert on subsystem that are part of a DR solution. ✓ Specific process, services, applications that DR is dependent on are monitored. IT manager is alerted (including SMS and e-mail alerts) on adverse conditions that need immediate attention, eliminating potential delay in responding to situations		
41.	<ul style="list-style-type: none"> ✓ Real-time monitoring of application-level Recovery Point Objective ✓ Alert when the current recovery point measurement exceeds business set objectives. ✓ Show to management/auditors & regulators that critical applications are meeting their recovery SLA. ✓ Tool should have facility for policy-driven SLA management. The tool should monitor the configuration against these policies by host, by business service or by business unit.		
42.	<ul style="list-style-type: none"> ✓ Real-time monitoring and status alters for replication Single console to monitor replication and its impact on RPO.		
43.	<ul style="list-style-type: none"> ✓ For each supported DR solution signature, validate pre-build equivalent conditions that are required for successful recovery e.g. For Oracle log - over 40 conditions are validated Deploy comprehensive DR solution with a few user interface interactions. Eliminate time and efforts required to design and deploy DR solution.		
44.	<ul style="list-style-type: none"> ✓ Provide a mapping between primary and DR of applications, servers and replication entities Map primary to DR assets at a glance, making asset management easy.		
45.	<ul style="list-style-type: none"> ✓ A central console to start, track and configure DR drills for each application. ✓ Out-of-box workflows for switchover and switchback Details of each drill - including start and end times, status and execution details ✓ Allow running of test while replication between primary and DR is ongoing (non-intrusive tests) ✓ Pre-flight/dryrun checks to ensure conditions are met to ensure a successful drill ✓ Dramatically increase success rate and reduce time to do DR Drills. 		
46.	<ul style="list-style-type: none"> ✓ A central web based console to start, stop and track recovery workflows for each application ✓ Out-of-box workflows for normal copy and failover ✓ Details of each recovery workflow execution detail ✓ Pre-flight / dry run checks to ensure conditions are met to ensure a successful recovery, e.g. Check to make sure agents are connected ✓ Ability to customize and add pre-flight/ dry run checks 		



47.	<p>A DR aware, flexible and scalable engine to configure, monitor and manage workflows. Has capabilities such as:</p> <ul style="list-style-type: none"> ✓ Set environment variables at run time ✓ Loop, delay, skip, forks & manual input options for workflow execution ✓ Build/edit workflow using a UI ✓ Support for parameter passing between actions ✓ Execute workflow based on user specified schedule/calendar 		
48.	<ul style="list-style-type: none"> ✓ Recovery operations for popular databases, replications, networking, OS operations ✓ Clear description of operation with settable input parameter values ✓ No programming required to create a workflow 		
49.	<ul style="list-style-type: none"> ✓ Single console to manage integration of application backup & end-of-day process along with Business Continuity Operations. ✓ Automation scripts and schedules to stop & resume Normal Copy operations before and after nightly backup. ✓ Automation scripts and schedules to stop Normal Copy operations so that end-of-day processing can be done on the database 		
50.	<p>For each application under software management, the following reports are available:</p> <ul style="list-style-type: none"> ✓ RPO deviation over time range ✓ RTO deviation over time range ✓ Workflow execution time for each instance ✓ WAN utilization over time range ✓ Replication over time range ✓ Application summary – configuration & current state ✓ Test summary report per application 		
51.	<ul style="list-style-type: none"> ✓ Provides an exported view of data that can be a data source to popular business reporting engines: ✓ Audit reports – captures all workflow operations. 		
52.	<ul style="list-style-type: none"> ✓ Four event categories – Incident, critical, normal, informational ✓ Ability to associate policy to each event. ✓ Default notification policy for high severity events 		
53.	<ul style="list-style-type: none"> ✓ Meet end user specific monitoring needs by raising custom events ✓ Define and register custom event ✓ Raise custom event based on threshold or state conditions ✓ Build powerful monitoring and policy response in conjunction with BPI 		
54.	<ul style="list-style-type: none"> ✓ UI page to view and take action on occurred events ✓ Sequence-of-events graph to help root-cause analysis 		
55.	<ul style="list-style-type: none"> ✓ Ability to integrate and send logs to log management solution.(SIEM) RSA Envision 		



56.	<ul style="list-style-type: none"> ✓ Based on server IP and DB instance id, auto ✓ discover configuration details about the database ✓ Based on server IP and login details, auto discovery replication & storage details 		
57.	<ul style="list-style-type: none"> ✓ Relationship map between primary and DR subsystems that make up application's DR solution ✓ Map two and three tier application architecture dependencies 		
58.	<ul style="list-style-type: none"> ✓ Out-of-box industry best practices DR solutions for popular applications and databases 		
59.	<ul style="list-style-type: none"> ✓ Support for user roles with different capabilities between operational and administrative role 		
60.	<ul style="list-style-type: none"> ✓ Create and manage user list that are to receive notification via email. 		
61.	<ul style="list-style-type: none"> ✓ Online & context sensitive help <input type="checkbox"/> ✓ First time user help wizard 		
62.	<ul style="list-style-type: none"> ✓ Implementation of the project to be monitored and conducted by OEM ✓ The Disaster Drill should be non-intrusive ✓ At least first 4 DR Drills to be conducted by OEM and training to be given to Bank staff. ✓ There should not be any downtime for ATM and IB services during Switch over from DR to DC and switch back from Dr to DC. 		
63.	<p>Built in file replication software with the following capabilities:</p> <ul style="list-style-type: none"> ✓ File replication over IP networks ✓ Replication from multiple sources to multiple destination files/folders ✓ Replicate nested files & folders ✓ Only replicate files that have changed since last replication instance ✓ Preserves file attributes ✓ Skip open files ✓ Provides log of replicated file names, pending files and number of files to be replicated and statistics on throughput ✓ Ability to specify replication from a point-in-time ✓ Support replication for Unix symbolic links 		
64.	<ul style="list-style-type: none"> ✓ Restart replication after a break from last successful replicated point ✓ Replicate only portions of the file that have changed 		
65.	<ul style="list-style-type: none"> ✓ Specify file/folder names & extensions to include or exclude for replication ✓ On-the-fly file compression for reduced bandwidth usage ✓ Configurable number of processes to replicate in parallel 		
66.	<ul style="list-style-type: none"> ✓ The tool should be able to interface systems across different sites DC and DR and Near site. 		
67.	<ul style="list-style-type: none"> ✓ The proposed Solution should be compatible with all database 		



	<p>versions of Oracle 11g 12c,18c,19c, 21c, 24ai, SQL Server 2014, ,2016 ,2017 and 2019, ✓ Sybase, IBM DB2, MYSQL and PostgreSQL and all future version release of all database versions.</p>		
68.	<ul style="list-style-type: none"> ✓ Storage based replication ✓ Host Based replication ✓ Data Guard ✓ Delta resync towards zero data loss. 		
B	Ransomware & Malware-Cyber Protection and Recovery		
69.	The proposed platform/product/solution should be capable of protecting the data center environment from cyber attacks		
70.	The proposed solution should be capable of recovering from any cyber-attacks, threats, and related scenarios		
71.	The proposed solution must be able to minimize support recovery from ransomware attack by recovery from any point of time		
72.	The proposed solution must offer a workflow-based management to execute site level failover to alternate attack free site in reduced RTO interval in an event when an attack is detected, in order to resume business in a minimum possible down time as part of Cyber Resiliency (CR)		
73.	The proposed solution should be capable of recovering servers, storage, network, application, DB, webservers and middleware layers using readily available preconfigured Cyber Resiliency (CR) actions on a click of a button		
74.	The proposed solution should be capable of integrating with any other third-party Cyber Resiliency (CR) tool to leverage the information and perform the required action through orchestration in a reduced RTO window		
75.	The proposed solution should facilitate out-of-the-box, workflow-based switchover and switchback for DR drills for standard applications based on industry best practices		
76.	It should also support network monitoring and automation and should also provide real-time visibility into business service availability and recovery management processes with an all-encompassing dashboard.		
77.	The proposed solution should facilitate workflow based, single-click recovery mechanism for single or multiple applications.		
78.	Identify causes of Recovery test failures.		
79.	The proposed solution should provide an alert as and when there is any change in the configuration in the environment's current state and also capture the same in a form of report to be utilized		
80.	The proposed solution should have the capability to apply the identified drift at the primary site in terms of any change in the configuration at the DR environment automatically in line with the existing change management process		



C	Reports		
81.	The proposed solution shall have good MIS system, especially it shall have inbuilt reports for BCP readiness like BCP Testing, DR Readiness, application readiness, DR integrity, etc., It shall have inbuilt Business level reports to ensure compliance to all types of regulations including compliance report submitted to RBI.		
82.	The proposed solution should provide out of the box reports on RPO deviation, RTO deviation, data lag, application DR readiness status and replication trending		
83.	The proposed solution should provide DR Drill audit reports compliant to ISO 27001 and ISO 22301 Standard		
84.	The proposed solution should be capable of generating reports in including PDF, MS Excel, CSV, regulatory XML schema (e.g., for RBI), Crystal report etc. format		
D	Replication and Topology support		
85.	The proposed solution should support sync and async replication at file and block level capable of integrated with multiple replication topologies including two site & three site cascading. One to many supports' integrations with all popular third party replications tools such as Zerto, Carbonite, Vsphere, Replica, Veritas replication – DB native replication tools such as ODG, SQL NLS, Mirroring, Always-On, DB2 HADR, MY SQL Master-Slave, Postgres SQL native, SYBASE, SRS and all storage replication technologies including IBM, HP, HITACHI, DELL, NETAPP and EMC		
86.	Solution should support DR Drills on setups involving both 2-way and 3-way DC-NLS-DR replication with zero RPO.		
87.	Solution should support Application level, DB Level and Filesystem Level synchronization on the setups.		
88.	The proposed solution should have file level replication for associated application servers and DB log replication which is supported on the commonly used OS platforms and has inbuilt bandwidth compression.		
89.	The proposed solution shall be able to replicate from multiple sources to multiple destination files/folders and nested files & folders.		
90.	The proposed solution shall have a mechanism to have a real time replication with no impact on the production in case the main management server fails as native feature.		
91.	The proposed solution shall restart replication after a break from last successful replicated point and shall be capable to replicate only portions of the file that have changed.		
92.	The proposed solution should support popular Mobile platforms such as Apple iOS, Google Android, Microsoft Windows, Tizen, Chrome OS and other Mobile OS for mobile version deployment if required by the Bank.		
E.	Deployment		



93.	The main DR management server of the proposed should have a mechanism to have a local HA and remote, real time replica to eliminate any single point of failure and should not have any impact on the production in case the main management server fails. DR management server should be capable of running individual tier such as web, app and DB with horizontal and vertical scaling capabilities.		
94.	The proposed solution should integrate with applications/databases using prefabricated API's		
95.	The proposed solution should have granular, role-based administration and should use existing active directory/LDAP, SSO, IAM, SAML and any third-Party (PIM/PAM) authentication mechanism such as Arcon, Cyber Ark, TPAM or any other 2FA Tool for authentication without the need of its own separate identify management database		
96.	No production down time should be requested for installation/integration/configuration of the proposed management product		
97.	The DR Management solution should have inbuilt debugging and log capture with facility to view the logs from the web-based GUI itself		
98.	The DR Management solution should have a validation tool to verify DC-DR equivalence for OS, Databases and Application with both out of box and custom template		
99.	Default notification policy for high severity events.		
100	The DR Management solution should be tested and certified by an accredited organization to ensure that there are no security vulnerabilities which can be exploited .		

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

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





Annexure-F Commercial Bid

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

1. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
2. Do not change structure of format nor add any extra items (apart from 4 rows in rate card based scope commercials).
3. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

Table A: Software/License Cost

S.No	Items	Description	Quantity (A)	Unit Price (B) in INR (Excl GST)	Total Cost In INR (In figures)(A*B) (Excl GST)	Total Cost In INR (In Words)
1	Base Product with single console configuration along with Base Licenses (If any)	Base product Application Software license to cover monitoring and management of configured applications through unified dashboard, alerts and reports. Initiating DR drills and Failover in Single-click (Installation on DC & DR Setup with geographically dispersed HA configuration)	2			
2	Web tier components	License for Monitoring and Managing the automation of Web Layer for all individual instances	30			
3	App & Middleware tier components	Licenses for Monitoring and Managing the automation of Application & Middleware Layer for all individual instances	90			

4	Database tier components	Licenses for Monitoring and Managing the automation of all DB Instances with Native DB replication including Oracle Data Guard, ADG, MSSQL (Log Shipping & Always ON) any other Database flavour for replication.	55			
5	3rd party tools/ Virtualization / Cloud	Licenses for Integration for authentication purpose e.g., AD, LDAP, PAM/PIM or Vault based appliances / 3rd party tools – Vmware VCentre / Hyper-V/ ITSM/ IDAM etc.) to execute DR procedures and manage the replication actions during DR drills & failover derived by the customer. (2* Setups—host details (if required) shall be shared with L1 Bidder)	4*			
6	DNS/NAT Automation (Inhouse/ Public)	License to Monitor and Automate the Networking Infra with Automation on DNS, NAT and Firewall policies	6			
7	Network Firewall Automation	Licenses to Monitor and Automate the Networking Infra with Automation on Firewall policies	6			
8	Integration with Microservices platform	Licenses for Integration with Microservices platform to manage containers configured on the platform for the purpose of DR Drill and failover.	4			



9	Storage Module Integration	Licenses for Integration with Storage Management Console for replication monitoring, management and orchestration (Hitachi Model)	2			
10	Cost of any other software/tool		1*			
TOTAL COST (A1)						
Total Cost (A1) In Words						

Note:

- Since Licenses are perpetual and not specific to any tier (App/Web/DB etc), except for PM & VM categorization, the access licenses procured (if any) shall be used by the Bank for Go-Live of any additional setups on the ADRM Solution.
- Bidders having bundled solution license model shall quote Zero in Licence Line items 5-9.
- Bidder to mention details and specification of items in S No. 10 with the Technical quote.

Table A1: Hardware Cost along with OS/DB/Middleware

S.No	Items	Description	Quantity (A)	Unit Price (B) (Excl GST)	Total Cost in INR (In Figures) (A*B) (Excl GST)	Total Cost (INR) In Words
1.	Physical Server Hardware with 5 yr comprehensive warranty & support with necessary Cores, RAM, HDD etc (to suffice minimum 5-year onboarding of setups) and configured in HA Master + Slave Config	Specifications given in Bill of Material Annexure below	2			
2.	Database + Middleware (Latest Version) along with 5-year ATS support	Bidder to mention the name & Specifications & Count	1			

3.	Operating System (Latest Version) along with 5-year ATS support	Bidder to mention the name & Specifications & Count	1			
4.	Cost of any other software/tool along with 5-year ATS support	Bidder to mention the name	1			
TOTAL COST (A2)						
Total Cost (A2) In Words						

Bidder to mention details and specification of items in S No. 1, 2, 3 & 4 with the Technical quote along with Architecture, HLD/LLD.

Note:

In a case Bidder is quoting Oracle DB/Middleware, same shall be provided by Bank.

In a case Bidder is quoting Windows/RHEL Operating System, same shall be provided by Bank.

No cost needs to be factored by the bidder for the line items which shall be provided by the Bank. Any other DB/OS (apart from ones that shall be provided by the Bank) to be used in the ADRM Solution has be factored by the bidder while quoting.

Table B: OEM led Implementation Cost

S.No	Items	Quantity (A)	Unit Price (B) (Excl GST)	Total Cost (INR) in Figures (A*B) (Excl GST)	Total Cost (INR) In Words
1.	One Time Implementation Cost of ADRM Solution including all components with onboarding of initial 5 Application including one successful DR Drill per application to be carried by OEM Professional Service Team.	5			
2.	Total onboarding cost with one successful DR Drill per application to be carried by OEM Professional Service Team.	15			
TOTAL COST(B)					
Total Cost In Words(B)					



Table C: Resource Cost

S. No	Items	Quantity (A)	Unit Price(B) (Excl GST)					Total Amount (inr) in Figures (A*B1) +(A*B2) +(A*B3) +(A*B4) + (A*B5)) (Excl GST)	Total Cost(INR) in Words
			Y1 (B1)	Y2 (B2)	Y3 (B3)	Y4 (B4)	Y5 (B5)		
	Component								
1.	Year Wise Onsite Technical Support (OTS) /Resident engineers Cost of TWO L2 Resources during the contract period to carry out any type of activity as defined in the RFP related to onboarding & configuration of any new setups on the ADRM Solution along with DR Drills/ Actual Disaster	2							
TOTAL COST(C)									
Total Cost (C) In Words									

Table D: OEM Led Training Cost

S. No	Items	Quantity (A)	Unit Price(B) (Excl GST)	Total Cost INR (In figures) (A*B) (Excl GST)	Total Cost(INR) in Words
1.	One Time - OEM Led Pre implementation & Post implementation Training	1			
TOTAL COST(D)					
Total Cost (C) In Words					

Training Cost (including Pre implementation training) is payable only at the end of Post Implementation Training conduction successfully.



Table E: ATS Cost

S.No	Items	Quantity (A)	Unit Price (B) in INR (Excl GST)	Total Cost INR (In figures) (A*B) in INR (Excl GST)	Total Cost(INR) in Words
1.	Consolidated Application License ATS cost for 2 nd year for S. No 1 to 4 in Table A	175			
2.	Consolidated Application License ATS cost for 3 rd year for S. No 1 to 4 in Table A	175			
3.	Consolidated Application License ATS cost for 4 th year for S. No 1 to 4 in Table A	175			
4.	Consolidated Application License ATS cost for 5 th year for S. No 1 to 4 in Table A	175			
5.	Consolidated License ATS cost for 2 nd year for S. No 5 to 9 in Table A	22			
6.	Consolidated License ATS cost for 3 rd year for S. No	22			

	5 to 9 in Table A				
7.	Consolidated License ATS cost for 4 th year for S. No 5 to 9 in Table A	22			
8.	Consolidated License ATS cost for 5 th year for S. No 5 to 9 in Table A	22			
9.	Consolidated ATS / Support for 2nd year for S. No. 10 in Table A	1*			
10.	Consolidated ATS / Support for 3rd year for S. No. 10 in Table A	1*			
11.	Consolidated ATS / Support for 4th year for S. No. 10 in Table A	1*			
12.	Consolidated ATS / Support for 5th year for S. No. 10 in Table A	1*			
TOTAL COST (E)					
Total Cost (E) IN words					

- Bidders having bundled solution license model shall quote Zero in Licence Line items 5-8.
- Bidder to mention details and specification of items in S No. 9 to 12 with the Technical quote.

Table E: Summary

S.No	Items	Total Cost INR (In Figures) (Excl GST)	Grand Total Cost (Excl GST)
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1.	TOTAL COST A=(A1+A2)		
2.	TOTAL COST(B)		
3.	TOTAL COST(C)		
4.	TOTAL COST(D)		
5.	TOTAL COST(E)		
GRAND TOTAL COST(F)			
TCO (In Words)			

Please note that the License Cost, Software Cost, ATS Cost along with other commercials as arrived after evaluation process against this PO shall be applicable for onboarding of any other setup during the TCO of 5 years apart from above indicated 20 setups.

Note:

1. The rates of the devices/software discovered through RFP shall be valid for a period of Five years from the date of release of the PO.
2. The rates quoted in commercial bid should be inclusive of all taxes, charges and duties **except GST**. However, GST will be paid to the bidder on actual basis at the rate applicable.
3. Commercial Bid Evaluation shall be on Commercial Evaluation Process defined in the RFP.
4. In case there is variation between numbers and words; the value mentioned in words would be considered
5. If a price is left blank or quoted as zero, it shall be treated as “at no cost” or considered to be included in other line items.
6. Price of the devices quoted should be inclusive of 1-year warranty with all licenses/subscriptions and OEM’s premium support.
7. ATS and AMC will be applicable after expiry of warranty period of one year.
8. ATS, AMC and OTS should be quote in the specified range only as mentioned in the RFP.

(The ATS charges per annum should be between the range of 15% to 18 % of the cost of software/tool components).

Annexure G: Bank Guarantee Format

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

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 **Supply, Implementation & Management of Automated Disaster Recovery Management (ADRM)/DR Automation Tool for various applications (DR)** (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 furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the bidder of any of the terms and conditions contained in the RFP and in the event of the bidder commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the bidder of their obligations in terms of the RFP. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.



2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the bidder has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the bidder after expiry of the relative guarantee period of the RFP and after the bidder had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a “ No Demand Certificate “ provided always that the guarantee shall in no event remain in force after the day ofwithout prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the SI/OEM till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the bidder or any other forbearance, act or omission on your part or of any indulgence by you to the bidder or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the bidder
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the bidder from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given

to you by us (whether jointly with others or alone) and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
14. The Bank Guarantee needs to be submitted in online form also via SFMS Application
15. Notwithstanding anything contained herein above:
 - i. our liability under this Guarantee shall not exceed Rs.....(Rupees.....only);
 - ii. this Bank Guarantee shall be valid up to and including the date and claim period shall be up to ____; and
 - iii. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of the claim period.
16. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of BANK

Authorized Signatory

Seal

Address

Annexure H: Performance Bank Guarantee Format

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

WHEREAS..... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at, hereinafter referred to as the Bidder has for taken up for **Supply, Implementation & Management of Automated Disaster Recovery Management (ADRM)/DR Automation Tool for various applications**) in terms of the Purchase Order bearing No. Dated, hereinafter referred to as the CONTRACT.

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

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

5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Bidder
6. We further agree and undertake unconditionally without demur and protest to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder
7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent. Notwithstanding anything contained herein above;
 - 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 of2026

For.....

BANK Authorized Signatory

Annexure I: Non-Disclosure Agreement (NDA)

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

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 **Supply, Implementation & Management of Automated Disaster Recovery Management (ADRM)/DR Automation Tool for various applications** and each party may disclose or may come to know during the course of the project certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

2. Confidential Information means any information disclosed or acquired by other party during the course of the projects, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, technical data, trade secrets, know-how, research, product plans, services, customers, markets, software, inventions, processes, designs, drawings, marketing plans, financial condition and the Company’s plant and equipment), which is designated as “Confidential,” “Proprietary” or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which

- i. was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party.
- ii. becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party.
- iii. is already in the possession of the receiving party at the time of disclosure by the disclosing part as shown by the receiving party’s files and records immediately prior to the time of disclosure.
- iv. is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality.

- v. is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or
- vi. Is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

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

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

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

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

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

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

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

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

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

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

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

12. Arbitration, Governing Law & Jurisdiction. In the case of any dispute arising upon or in relation to or in connection with this Agreement between parties, the disputes shall at the first instance be resolved through negotiations. If the dispute cannot be settled amicably within thirty (30) days from the date on which either Party has served written notice on the other of the dispute then any party can submit the dispute for arbitration under Arbitration and conciliation Act,1996 through sole arbitrator to be appointed mutually by the parties.

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

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

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

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

_____ (Contact details of Company/Receiving party)

_____ (Contact details of Bank/Disclosing Party).

13. Miscellaneous. This Agreement shall bind and intended for the benefit of the parties hereto and their successors and assigns. This document contains the entire Agreement between the parties with



respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or propriety information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

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

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

COMPANY NAME

Bank

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Company Seal

Company Seal



Annexure J: Service Level Agreement (SLA)

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

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

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.”
MSP/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 into between the Bank and the Company, as recorded in this Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
The Contract Price	The price payable to the Company under the Contract for the full and proper performance of its contractual obligations.
The Product	All of the software or software, all hardware, database, middleware, operating systems, and/or other materials which the Company is required to supply to the Bank under the Contract.
System	A Computer System consisting of all Hardware, Software, etc., which should work together to provide the services as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.

PBG	Performance Bank Guarantee.
Data Centre (DC)	Bank's Data Centre located at Noida.
Disaster Recovery (DR)	Bank's Disaster Recovery Site located at Mumbai.
Material Breach	Company failure to perform a major part of this Agreement.
Charges	Commercials as per Purchase Order.
Confidential Information	It includes all types of Information that will be found on Bank systems that the Company may support or have access to, including, but not limited to, Information subject to special statutory protection, legal actions, etc.

1) Scope of Work

Vendor shall be responsible for providing services to Bank the Services defined the RFP for **Supply, Implementation & Management of Automated Disaster Recovery Management (ADRM)/DR Automation Tool** for various applications in accordance with all the terms and conditions of the RFP clauses and as described in the Point 4 of Section A-Introduction of this RFP i.e Scope of Work. (SOW to be incorporated during time of SLA execution)

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

Location of Work

The licenses being procured will be delivered & installed at Primary site and/or Near DC site at Noida and Disaster Recovery (DR) Site at Mumbai as per requirement. However, the Bank reserves the right to change locations/add new locations as per Bank’s requirement.

1. **Data Center Noida**
 Jammu & Kashmir Bank Ltd.
 Green Fort Data Center,
 Plot B7, Sector 132,
 Noida U.P.-201301
2. **Near Line Site**
 Jammu & Kashmir Bank Ltd.
 Nextra Data Limited,
 B-192, Noida Phase II,
 Near NFEZ Noida, (UP)-201304
3. **DR Mumbai**
 CtrlS Data Center,
 Mahape, Navi Mumbai,
 Maharashtra, 400701

Training

1. Bidder has to arrange for providing advance hands-on training by OEM/OSD or OEM Authorized Training partner to the Bank officials for day-to-day troubleshooting, configuration, customization of processes and maintenance of proposed ADRM Solution before Go-Live as a part of project implementation without any additional cost to the Bank.



2. Bidder(s) must mandatorily provide training to the bank Core team/ Bank's Onboarded MSP (Technical & Administrative) using OEM Professional Services only. It is also the responsibility of the bidder /OEM to provide training manuals/SoP to the Bank. All training material should be in English and should include Specific architecture and layout done for BANK.
3. Bidder shall provide comprehensive training manual, presentations, videos, lecture notes, hand-outs and other training documentation for the training. Entire training setup shall be arranged by the Bidder including Labs, and other training infrastructure requirements etc. Travel, boarding and Lodging cost of the trainer shall be borne by the bidder.
4. The selected bidder shall provide training by OEM to the identified Bank personnel / team on solution or features / service architecture, and functionality during and after implementation. The solution working should be demonstrated to the identified Bank personnel / team of the Bank after completion of the implementation and the review and feedback should be implemented.
5. The details of the training are to be provided by the selected bidder and shall be subject to evaluation by the Bank to ensure that all the components, modules and features of the system are covered in the training by the selected bidder.

Warranty & On-Site Maintenance

- I. All support & services required for implementation, upgradation, customization, smooth operation and maintenance of the tool/solution, as described in RFP, will be the part of the project deliverables during the contract period (under warranty or post warranty).
- II. The warranty for the tools and software would be comprehensive in nature with on-site support whenever required. Warranty shall start from the date of deployment of Software & hardware and will be valid for a period of one year along with a 4 years ATS as specified in the RFP/Bid. The successful bidder shall provide complete comprehensive maintenance and support during warranty & ATS, without any extra cost, except the ones finalized in commercial bid.
- III. Any corruption in the software/tools or any services shall be rectified during the full period of the contract including warranty, if contracted, at no extra cost to the Bank.
- IV. The successful bidder warrants that Deliverables and the Services provided by the successful bidder shall be as per the terms of this Agreement. The successful bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. Software must be supplied with their original and complete printed documentation in the name of the Bank. The successful bidder shall be fully responsible for warranty of all the system components in respect of proper design, quality, material and workmanship of the software, accessories etc. covered by the offer.
- V. **Software & Hardware Acceptance:** - Bank will carry out the acceptance tests for testing of software, hardware and verification that the supplied components are as per bill of material through Bank or Bank appointed third party auditor. The Bidder shall assist Bank in all acceptance tests to be carried out by Bank. Bidder needs to rectify all the gaps highlighted in the Acceptance testing without any additional cost to Bank.

- VI. **Solution Go-Live and final sign-off:** - The final sign off shall be provided by the Bank after complete installation and implementation of all the components as per the Purchase Order and to the satisfaction of the Bank. Warranty period of one year and License period shall start from the date of final sign-off. AMC and ATS shall start post completion of warranty period.
- VII. Vendor should provide comprehensive onsite warranty for all supplied components, and Support/Subscription for Virtualization software products and OS. The warranty will start from the date of Go Live of Solution. During the warranty period and AMC/ATS period, vendor is required to install upgrades, new releases and handle the faults/problems at no extra cost to Bank.
- VIII. **Annual Technical Support**
- The Bidder shall be responsible to provide an onsite comprehensive **1 (One) Year** Warranty including Go-live and sign-off by Bank and AMC and ATS (BACK-TO-BACK with OEM) for next **4 (Four) years** after expiry of warranty period for all supplied Software at the respective delivered locations of the Company as provided in the Purchase Order / Contract for Supply.
 - Any regulatory /statutory changes or updates or guidelines as required under the directive of Government of India, Reserve Bank of India or any other regulatory/statutory authority must be provided/ upgraded to the Bank free of cost by bidder during warranty or ATS tenure.
 - Bidder is expected to provide unconditional warranty for a period of 1 year and comprehensive off-site 24x7 maintenance support for Comprehensive Solution with problem resolution commitment for 4 years beyond warranty period.
 - The ATS charges per annum should be between the range of 15% to 18 % of the cost of software/tool components.
 - The Bank reserves the right to terminate the ATS (if contracted) by giving Successful Bidder, a prior and written notice of one month indicating its intention to terminate the Contract if the services rendered by the vendor(s) are not satisfactory. In that case, the vendor(s) will refund the proportionate amount of ATS for the rest of the period of the ATS, if any.
 - The Bidder shall provide patches, updates, and upgrades throughout the contract period and implement the same.
 - Any decision in this regard by the Bank shall be final, conclusive and binding on the selected vendor and shall not be questioned/ challenged by the selected vendor.

Penalty for delayed Delivery(Implementation & Go-live) :

Without prejudice to the rights of Bank to terminate this agreement/ the related purchase order, in case of the failure to deliver the solution/milestones within the stipulated timelines, penalty shall be levied for every 1 week delay beyond due date at the rate of 0.5% of the order value of delayed item/milestone (inclusive of all taxes, duties, levies etc), up to a maximum of 10 weeks from the original delivery date .If delay exceeds 10 weeks, bank may in its sole discretion and without being bound to do so, extend the date of delivery or can invoke PBG and cancel the entire contract. In the event of the Bank agrees to extend the date of delivery at the request of the Company, it is a condition precedent that the validity of the Performance Bank Guarantee submitted by the Company in regard to the supply and maintenance etc. of the solution shall be

extended by further period as required by the Bank before the expiry of the original Bank Guarantee. Failure to do so will be treated as breach of contract. Service Provider shall be excused of delay in case the installation could not be completed due to reasons not attributable to bidder, which shall be determined by Bank. Decision of Bank in this regard shall be final and binding.

2) Service Level Management

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

Service Provider’s approach to service management is based on the premise that the service cannot be managed unless it is measured. The key activities in Service Provider’s Service Level Management process include as shown in the figure below:

- Identify J&K bank’s Service level demands base.
- Define the SLRs (Service Level Requirements) based on J&K bank’s business objectives, manage and review them on periodic basis
- Negotiate, conclude and document the Service Level Agreement

Uptime

- (i) Bidder has to guarantee minimum uptime of 99.95%. Bank will calculate the solution uptime on quarterly basis as per below details:

Level of Uptime Quarterly	Penalty Charges
99.95% and above	No Penalty
99.00% and above but below 99.95%	1 % of total cost of Yearly pay-out
98% and above but below 99%	3 % of total cost of Yearly pay-out
97% and above but below 98%	5 % of total cost of Yearly pay-out
96% and above but below 97%	7 % of total cost of Yearly pay-out
95% and above but below 96%	9 % of total cost of Yearly pay-out
Below 95%	10% of total cost of Yearly pay-out

The maximum penalty will be **10%** of yearly pay-out. Yearly pay-out will be calculated as below:

Year	Calculation details
1st Year	Payout shall be equal to the aggregate amount of payment terms specified under(point no 4 & 5)
2nd Year	Payout will be total ATS Cost of 2nd year

3rd Year	Payout will be total ATS Cost of 3rd year
4 th Year	Payout will be total ATS Cost of 4th year
5 th Year	Payout will be total ATS Cost of 5th year

Quarterly Calculation of % Uptime = (Total uptime of system in hours in a quarter - downtime of system in hours in a quarter) *100 / Total uptime of system in hours in a quarter.

The following penalty shall be applicable for non-maintenance of the expected performance parameters as mentioned below:

Service Area	Expected Output	Service Levels
CPU/Memory Utilization	CPU/Memory utilization should not exceed 70%	0.5% of quarterly AMC/ATS cost for every 1% of deviation
Downtime for servicing	Each planned downtime for database and operating system servicing etc. (up gradation, bug fixing, patch uploads, regular maintenance etc.), attributable to the Bidder, will not be more than 4 hours. This activity will not be carried out during 6 AM to 10 PM. However, activities which require more than 4 hours or required to be carried out during business hours may be scheduled in consultation with Bank	Penalty of INR 2000/- for every one hour of delay above the scheduled/permissible window (Minimum service level 100% per instance).
Alert Management	DR Automation Tool shall be generating Alert within 5 minutes from occurrence of any event.	1% of the quarterly billing payment after discovery of the performance lacunae per week thereafter, till the problem is resolved

Service Area	Expected Output	Service Levels
Audit of DR Automation Tool	The DR Automation Tool infrastructure may be subjected to audit from Bank and/or third party	• Audit observations to be closed in mutually agreed timeframe.

		<ul style="list-style-type: none"> • Penalty of 1% of the quarterly facility management billing for each week of delay in closure of critical and important observations
<p>Manpower services</p>	<p>Bidder to provide experienced and certified manpower at Noida and Mumbai site as per RFP. In the event of absence of any resource, a temporary and equally qualified replacement shall be provided by the bidder else applicable penalty shall be levied.</p>	<p>Rs.3000/- per day for non-availability of onsite resources beyond 2 days of absence.</p> <p>Any resource to be relieved from project should be informed prior to the Bank before 3 months .If resource leaves before prior notice.</p>

3) Other Penalties / Liquidated Damages

- Non-compliance on start of project/support as per project milestones from the date of the acceptance of the Bank’s Purchase Order will result in termination of contract and revoking/cancellation of P.O.
- The liquidated damages shall be deducted / recovered by J&K BANK from any money due or becoming due to the Bidder under this purchase contract or may be recovered from bidder or from any other pending/amount payable to the bidder in respect of other Orders without prejudice to
- J&K BANK’s right to levy any other penalty where provided for under the contract.
- LD 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.
- The Bidder shall submit the proof authenticated by the Bidder and J&K BANK's official that the delay is attributed to J&K BANK and/or Force Majeure at the time of requesting installation payment. If the Bidder fails to produce proof of delay on the part of J&K BANK’s officials that in turn caused delay in installation, if any, the date of installation shall be taken for calculating the delay for LD purpose.
- J&K BANK reserves the right to impose / waive/ reduce any such penalty.

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.

4) Contract Period

The tenure of the Contract will be for a period of 5 years, effective from acceptance of Purchase Order /successful go live i.e. _____ till _____, unless or until terminated by Bank in accordance with the terms of this SLA. The contract may be extended for a further period at mutually agreed terms and conditions.

5) 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 Payments during Contract Period shall be made on the achievement of the following project milestones:

- A-Total Software/License and other software Infra Cost
- B-Total Installation and Implementation
- C-Total cost of resources
- D-Quarterly – ATS/AMC Cost

S. No.	Milestones	Timeline	Payment Terms	Payment Amount
1.	Delivery of Hardware (With OS & DB) & ADRM Enterprise licenses & softwares (along with Support) and other components required for setting up of complete ADRM solution as per RFP including all components.	Within 4 to 6 weeks from date of Purchase Order	After submission of PBG & confirmation against delivery of ordered hardware/goods/licenses/Softwares etc.	60% of A
2.	Discovery and assessment to set up the complete ADRM solution as per RFP and Finalization of Workflow/HLD/LLD as well as acceptance of Architecture/Design Document along with Plan of action (POA) by Bank.	Within 6 to 8 weeks from the date of Purchase Order		20% of B

3.	<p>Installation, configuration, implementation of ADRM Solution (for all required setups i.e DC, DR and UAT) with initial 5 applications at DC and DR and Migration (if any) including 1st sign-off which includes:</p> <p>g) Setup, installation and implementation of hardware Infrastructure i.e., OS, DB and other components.</p> <p>h) Delivery, Installation and Configuration of Licenses & Software, customization of software, Development of interface, integration with all application and database at DC & DR.</p> <p>i) Installation, Configuration and Setup of solution along with all AD/Firewall/ DNS/ PAM/LB/HSM/Network configurations</p> <p>j) Integration with other solutions and devices as applicable</p> <p>k) User Acceptance Testing (functional testing) of Deployed DR Automation Tool.</p> <p>l) Implementation, Policy configurations, Acceptance testing and Go live</p>	<p>Within 8 to 16 weeks from the date of Purchase Order</p>	<p>In arrears on completion of milestone</p>	<p>30% of A+B</p>
4.	<p>Go Live of ADRM solution with initial 5 applications and one successful DR drill for each applications using ADRM Solution</p>	<p>Within 16 to 20 weeks from the date of Purchase Order</p>	<p>In arrears on completion of milestone</p>	<p>10% of A + 20% of B</p>
5.	<p>Go Live of ADRM solution with final set of 15 applications and one</p>	<p>Within 20 to 28 weeks from the</p>	<p>In arrears on completion of milestone</p>	<p>20% of B</p>

	successful DR drill for each applications using ADRM Solution	date of Purchase Order		
6.	2 nd DR Drill and Project Sign off against onboarding and configuration of all applications with 2 successful DC DR Drills carried.	<p>Within 8-12 weeks from the date of Go-Live of Step-3,4 & 5 (or as per Bank's Requirement)</p> <p>Project Sign off will be given after resolution/ closure of all post go-live issues raised after onboarding of the 20th application within 4 months of go-live of the solution.</p> <p>OR</p> <p>Four months from the go-live of the solution with all 20 applications onboarded.</p> <p>OR</p> <p>Completion of 2nd successful DR Drill against all 20 Applications through ADRM Tool</p> <p>whichever is later.</p>	In arrears on completion of milestone	10 % of B
7.	AMC/ATS Cost of Licenses/ Devices/Solution/Components	At the start of each quarter	Quarterly in advance and on submission of requisite documents from	100% of Quarterly cost of D



			the OEM/OSD indicating the ATS /AMC coverage as per RFP terms.	
8.	Onsite Resource Cost	At the end of each quarter in arrears		100% of Quarterly Cost of C post deducting penalty (if any) and deducting the absence days (on pro-rate basis) beyond the allowed ones(12 per year).
9.	OEM LED Training Cost	Training Cost (including Pre implementation training) is payable only at the end of Post Implementation Training conduction successfully.		100% Post Implementation Training conduction successfully
10.	On boarding of any additional application based on the subsequent licenses purchase order to be provided to the successful bidder with one successful DR Drill for each application using ADRM solution	Within 8-12 Weeks from the date of subsequent Purchase Order		Relevant Points of the above table will be applicable for all the Subsequent PO(S)

Table 7: Payment Schedule

May note that the License Cost, Software Cost, ATS Cost along with other commercials as arrived after evaluation process against this PO shall be applicable for onboarding of any other setup during the TCO period apart from the indicated 20 setups.

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

- Submission of Performance Bank Guarantee
- Signing of SLA and NDA.
- Submission of Detailed Project Plan including Architectural workflow HLD/LLD clearly showing all components and traffic flow.
- Quarterly AMC/ATS shall be paid in advance on production of invoice & certificate/confirmation from respective OEM that applicable AMC/ATS support is as per agreed timelines in the RFP requirements.

- License & Software proposed as part of the solution should be maintained with back to back 24x7x365 support from the respective OEMs by the Successful Bidder till the end of the contract period. All payments will be released only after submission of the proof for the same along with the invoices and/or other related documents.
- Training Cost (including Pre implementation training) is payable only at the end of Post Implementation Training conduction successfully.
- Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.
- Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
- All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted in TCO and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging.
- Penalties / liquidated damages, if any, shall be deducted from the invoice value.
 - PROJECT SIGN-OFF: Project Sign off will be given after resolution/ closure of all post go-live issues raised after go- live of all the in-scope applications..
- The Bidder's request(s) for payment shall be made to Bank in writing (Invoice) accompanied by the daily/weekly/monthly reports for which payment is being claimed.
- All the payments to the Bidder shall be subject to the report of satisfactory accomplishment of the concerned task / performance/ delivery of the Services to the satisfaction of Bank for this purpose.
- Penalties if any, on account of non-compliance of Service Requirements/ liquidated damages, if any, shall be deducted from the invoice value/ EMD amount/PBG Value.
- TDS on payments will be deducted as applicable.
- All the payments will be made to bidder electronically in Indian Rupees only. Payment will be made against delivery invoices and challans duly acknowledged by Bank officials.
- Under no circumstances Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
 - Bank shall not have any liability whatsoever in case of any third-party claims, demands, suit, actions or other proceedings against the Successful

Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.

6) 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.

7) Entire Agreement, Amendments, Waivers.

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

8) 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.

9) 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.

10) Partnership / Collaboration / Subcontracting

The services offered shall be undertaken to be provided by the company directly and there shall not be any sub-contracting. L1, L2 & L3 resources shall be strictly on bidder's payroll. L1 Technical Support,

if necessary, however can be taken from Authorized Service Delivery Partners for not more than 20% with prior approvals from the Bank Team, however in such a case also, the overall SLA ownership shall remain with the bidder only. Bank will only discuss the solution with company's own 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 bidder 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.

11) Confidentiality

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

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

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

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

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

The restrictions mentioned hereinabove shall not apply to: -

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

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

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

12) 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.

13) 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.

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.

14) 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.

15) Right to Audit

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

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

16) 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.

17) Exit Clause

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

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

18) Force Majeure

- i. The Selected Company shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- ii. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the 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.

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

19) Intellectual Property Rights

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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
- v. 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.

20) Corrupt and Fraudulent practice.

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

21) 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 **Automated Disaster Recovery Management (ADRM)/DR Automation Tool for various applications** 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.

22) Notices

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

Following shall be address of BANK for notice purpose:

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

Following shall be address of Company for notice purpose:

23) Other Terms and Conditions

All eligibility requirements mentioned in Annexure -D 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
Company's Authorized Signatory

Agreed and signed on behalf of
J&K Bank Limited

Name.....

Name.....

Designation.....

Designation.....

Witness (1):

Witness (1):

Name.....

Name.....

Designation.....

Designation.....

Witness (2):

Witness (2):

Name.....

Name.....

Designation.....

Designation.....



Annexure K :Bill of Material of Offered Solution/ Hardware (BOM)

(To be submitted on Bidder’s letterhead)

REG.: REQUEST FOR PROPOSAL (RFP) FOR IMPLEMENTATION OF AUTOMATED DISASTER RECOVERY MANAGEMENT (ADRM) SOLUTION FOR VARIOUS APPLICATIONS.

Bidder needs to provide the compliance on below Bill of Materials and Also share the details of Infrastructure sizing with the proposed ADRM solution.

Table-1: Below is the infrastructure sizing required to be supplied by the bidder:

SERVER FOR DC & DR		Remarks/ Specification Supplied
Make & Model: DELL / HPE / Equivalent		
CPU	Physical Processor & Core Count: 2X32=64 Core= 128 Vcpu	
Memory (RAM)	512 GB	
Hard Disk Storage	4 TB	
Hard disk Type	NVMe SSD, RAID 10 or as required	
SAN Storage (GB)	Shall be facilitated by Bank	
Ports in Server & Passive Cables in Redundancy	Copper: 1 & 10 Gig ports along with necessary no of cables with 50Mtr length each. Fibre Network Ports: 10/25/40 Gig along with necessary no of cables with 50Mtr length each. SAN Storage: 16/32 Gig along with necessary no of cables with 50Mtr length each.	
Others (If any)		

Server Hardware Make & Model, Processor Base Frequency, Processor Turbo Frequency etc needs to be mentioned in technical commercial on bidders Letter Head.

Please mention type and number of processors, memory, bus speed, hard disk & Operating System number of users, license type, Storage requirement and version etc.

Note:

1. The resource including CPU utilization of any server/ appliance should not go beyond 70%. If the same crosses the threshold of 70% five times in a day or 10 times in a week, bidder should fine tune the application to ensure the utilization within the aforesaid threshold without any additional cost to the bank.
1. *Oracle Database licenses & OS Licenses (Windows/RHEL Only) will be provided by the bank. If proposed solution requires any other database other than Oracle, or any other OS, bidder has to provide Database & OS and absorb the cost within the TCO.
2. OS licenses (Windows Server 2022 or higher / Red Hat Linux 10.x or higher on Bank’s on-premise/cloud infrastructure) of latest version should be supplied.

Table-2: Software Bill of Material

Solution	Software	Details (Make/Version / Release etc.)	No. of Licenses	Type of Licenses	Compliance & Remarks
ADRM Solution	ADRM Application				
	Operating System				
	Database Software				
	Any Other Software				

S.No	Items	Quantity	Make/Model/ Remarks	Compliance & Remarks
1	ADRM Software for 20 Application With one-year Support /Warranty & 4 years ATS			

Bidder may add as many rows and columns as required.

- The quantity mentioned by the Bidder should be as per the requirement of the Bank
- *This is merely for understanding the hardware & software sizing and Bidder to mention all Other Information Related to all the Items of the complete solution (Please provide in tabular Format). If any item mentioned in the BoM is not a part of the commercial format, the same shall be treated as part of the overall solution which the Bidder has to provide without any additional cost to the Bank.*



Annexure L: Undertaking

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

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

Dear Sir,

Sub: RFP No For Supply, Implementation & Management of Automated Disaster Recovery Management (ADRM)/DR Automation Tool for various applications, dated 2026

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Automated Disaster Recovery Management (ADRM)/DR Automation Tool for various applications for J&K Bank** to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

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

We enclose cost of RFP Rs.2,500/- (Rupees Twenty Five Hundred Only) and EMD of Rs.1,00,00,00/- (Rupees Ten lacs Only) in Bank Transfer/Demand Draft/Bank Guarantee favoring J&K Bank Ltd, towards cost of RFP/bid security, details of the same is as under

No. :

Date:

Name of Issuing Bank:

Dated at _____ this _____ day of _____ 2026

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 M: Know Your Employee

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

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

Dear Sir,

Sub: RFP No for
Supply, Implementation & Management of Automated Disaster Recovery Management
(ADRM)/DR Automation Tool for various applications
dated 2026

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.. **selection of vendor to provide Automated Disaster Recovery Management (ADRM)/DR Automation Tool for various applications** 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 DC-DR Monitoring & Management Services for J&K Bank.

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 N: Manufacturer’s (OEM) Authorization Form (MAF)

(To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory.)Dear Sir,

REG.: REQUEST FOR PROPOSAL (RFP) FOR IMPLEMENTATION OF AUTOMATED DISASTER RECOVERY MANAGEMENT (ADRM) SOLUTION FOR VARIOUS APPLICATIONS.

We hereby submit the following: -

We, M/s _____ who are the established and reputable manufacturers of the following equipment/components/devices/solution/services (as per table A below) having factories at _____ do hereby authorize M/s _____ (who is the vendor submitting it’s bid pursuant to the Request for Proposal issued by Jammu & Kashmir Bank) to offer their quotation, negotiate and conclude a contract with you against the above bid invitation with our products.

Table-A

SL No.	Solution/ Component/ Software/services Name	Model No./ Version No. and Release Date	Software/ component/ services/licenses confirms to all the technical specifications and requirements mentioned in this RFP (Yes/No)

(Add as many rows as required)

We hereby extend our guarantee and warranty as per the terms and conditions of this RFP and its subsequent Corrigendum and/or Clarifications, if any, and the contract for the equipment/component/solution/device and services offered against this invitation by the above mentioned Bidder. In case of default/non-compliance of the IT asset supplied including hardware / software as per the RFP requirements during the contract period, we agree to replace the IT asset including hardware / software supplied with new one in accordance with RFP requirements. We also hereby undertake to perform the obligations as set out in the RFP in respect of such equipment and services.

In case the bidder i.e. M/s _____ is not able to perform the obligations as per RFP during the contract period (like if bidder ceases to exist from the IT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.



With reference to all the components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/software shall be original new components / parts / assembly / software only and that no refurbished, duplicate, second-hand components, parts, assembly are being supplied.

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure O: Details of resources on bidder's payroll

Reg.: REQUEST FOR PROPOSAL (RFP) FOR IMPLEMENTATION OF AUTOMATED DISASTER RECOVERY MANAGEMENT (ADRM) SOLUTION FOR VARIOUS APPLICATIONS.

S No.	Resource Name	L2 Resource with min 4 yrs experience Compliance
1.		
2.		

Following details are to be provided for each resource: -

- a. Engineering Graduate (E&C, Computers, IT) / MCA / M.Sc. (IT).
- b. Resource should have hands-on experience on proposed ADRM solution.
- c. Resource should have min. 4 years of operation, management and issue/bug troubleshooting exposure on ADRM at BFSI environment.
- d. Resource should have implemented ADRM complete solution at least one BFSI organization.
- e. Excellent Communication skills

Thanking You,
Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company