



**Online Request for Proposal (e-RFP)
For
Procurement, supply, installation, commissioning and
maintenance of Network Access Control (NAC) Solution**

**e-RFP Ref. No.JKB/CHQ/ISD/NAC-Soln/2026-1757
Dated: 05-06-2026**

Issued by
J&K Bank
Information Security Department ,
2nd Floor Annex Building, Srinagar
Phone No -01942713301
email id - info.security@jkbmail.com

SCHEDULE OF RFP

1. Bid Schedule

e-RFP Reference No.	JKB/CHQ/ISD/NAC-Soln/2026-1757 Dated: 05-06-2026
Date of Issue of RFP	08-06-2026
e-RFP Description	Request For Proposal(RFP) for Procurement, supply, installation, commissioning and maintenance of Network Access Control (NAC) Solution
Issuer of the RFP- Department	Information Security Department
Bank's Communication Details	J&K Bank Information Security Department, 2nd Floor , Annex Building, Srinagar
RFP Application Fee (Non - Refundable)	Rs.2,500/- (Rupees Two Thousand Five Hundred only) to be deposited through Transfer / NEFT only to below a/c : Account Name: Tender Fee/ Cost Account 16-digit Account No : 9931530300000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001
Earnest Money Deposit (EMD) (Refundable)	₹ /30,00,000 (INR Thirty lac Only) be deposited through Transfer / NEFT only to below A/c: Account Name: Earnest Money Deposit (EMD)

	<p>16-digit Account No : 9931070690000001</p> <p>IFSC Code: JAKA0HRDCHQ (0 denotes zero)</p> <p>Bank: The J&K Bank Ltd</p> <p>Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 UTR</p> <p>Number & Date / Tran No. & Date may be uploaded on e-Tendering Portal as Proof of the EMD</p> <p>EMD is exempted for all Start-ups as recognized by (DPIIT/DIPP)</p>
<p>Bid Document Availability including changes/amendments, if any to be issued</p>	<p>NIT can be downloaded from and submitted on Bank's e-Tendering Services Provider's Portal https://jkbank.abcprocure.com from June 08, 2026 16.00 Hrs. to June29, 2026 17.00 Hrs.</p>
<p>Last Date for Pre-Bid Queries & submission Mode</p>	<p>All Clarifications / Queries shall be raised online only through e-Tendering Portal https://jkbank.abcprocure.com by or before June 15, 2026 17.00 Hrs</p>
<p>Pre-bid Queries Response date</p>	<p>All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on June 23, 2026</p>
<p>Last Date of Submission of RFQ Bid</p>	<p>June29, 2026 17.00 Hrs..</p>
<p>Submission of online Bids</p>	<p>As prescribed in Bank's online tender portal https://jkbank.abcprocure.com</p>
<p>Date and time of opening of technical bid</p>	<p>To be notified separately</p>
<p>Corrigendum</p>	<p>All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com only</p>

For e-Tender related Queries	<u>Service Provider:</u>	
	M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat	
	<u>Help Desk:</u>	
	Sr. No	Name
	1	Sandhya Vekariya - 6352631968
2	Suraj Gupta - 6352632310	
3	Ijlalaehmad Pathan - 6352631902	
4	Imran Sodagar - 9328931942	



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

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A. INTRODUCTION

Brief About Bank:

The Jammu and Kashmir Bank Limited(J&K Bank / Bank) having its Corporate Headquarters at M.A Road Srinagar, J&K -190001 has its presence throughout the country with 1000+ Branches and more than 1400 Automated Delivery Points. The Bank uses Information Technology in all spheres of its functioning and functions as a universal Bank in UT of Jammu & Kashmir & Ladakh and as a specialized Bank in the rest of the country. The Bank has its Data Centre in Noida and DR site in Mumbai. It is also the only private sector Bank designated as RBI's agent for banking business, and carries out the banking business of the Central Government, besides collecting central taxes for CBDT. 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/tenderNotice>

Purpose of RFP

Bank expects bidders to provide full-fledged Services including design, supply, implementation, configuration, customization, integration, monitor, manage, backup, documentation, training, warranty support, post warranty maintenance support, back-to-back arrangement with OEM and any other activities related to or connected to the Information Technology/ Cyber security solutions, devices & technologies.

Bank now intends to appoint a Bidder, having proven expertise & competence in the field of Implementation, Integration, Operations and Management of Network Access Control.

Bank, therefore, invites Request for Proposal for **Procurement, supply, installation, commissioning and maintenance of Network Access Control (NAC) Solution for the Bank** from Bidders having proven expertise & competence in the field of managing Network Access Control in various Organizations at different locations pan India, as mentioned in the scope of work.

The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

Eligibility Criteria

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

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

Scope of Work

J&K Bank is looking for Bidder for Procurement, Supply, Installation, Commissioning and Maintenance of Network Access Control (NAC) solution for the Bank through an open tendering process to broadly meet its present and future requirements. The scope will cover current as well as forthcoming security updates/ upgrades/ enhancements to be implemented by the Bank in the succeeding years during the contract period. Bidders are requested to submit their proposals for providing these services against the requirements specified in this document. For each of the service category mentioned in the document, the bidder response should include the following:-

- (a) People, Process & Technology used to deliver the services.
- (b) Description of tools used (where applicable).
- (c) Service delivery sample formats (reports, baselines, SOPs).
- (d) Experience of delivering Similar Services to Similar Customers (with name and reference of customers).
- (e) Arrangements with the OEM of Product/ Service being offered, like Gold/ Platinum Partner.

The present and future Network, Security and Technological architecture of the Bank, having Managed & unmanaged Switch environment has been kept in mind while formulating scope for Network Access Control (NAC) solution below:-

The implementation will include configuration, integration, and validation of the following use cases under each functional category for J&K Bank. The deployment will be based on both 802.1X and non-802.1X enforcement model and will leverage integrations with existing security and infrastructure platforms.

General Requirements

- (a) The Bank intends to procure Network Access Control solution (NAC) for Bank at Facility (Noida) and DR (Mumbai) location for Onsite Installation and implementation in such a way that the solution must not be a "point of failure" in network traffic flow; the failure of one or more components of the solution should not affect the organizational network's functionality.

- (b) The solution should support both 802.1X and Non-802.1X Architecture. The support for Non-802.1X Architecture will allow early integration with Bank's existing network infrastructure without the need of any h/w and s/w upgrades required for 802.1X utilization.
- (c) Bidder`s/ OEMs expert team will be onsite till complete installation, implementation. Hardware and software provided as per the timelines and SLA levels and project signoff.
- (d) Solution shall provide forensic evidence on any unauthorized access activity within the network as follow: Event timestamp, network events in sequence, host info, IP address, MAC address, switch info, etc.
- (e) The proposed solution should support to monitor traffic from multiple segments simultaneously on a single appliance.
- (f) Solution should have built in capabilities to add exceptions for detections.
- (g) Solution shall support NTP server time synchronization.
- (h) Licenses should be considered based on registered asset to console at any given point of time, as-and-where-basis if applicable.
- (i) The bidder should have back to back arrangement with the OEM so that bank will be able to log a call with the OEM directly, whenever required.
- (j) The bidder should have a 24x7 365 days support contact center in order to log the calls. The contact center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company

Capabilities	Requirement Description
Agentless Visibility and Compliance – For corporate, BYOD, guest/contractor and IoT devices on the network.	The proposed NAC solution should not require endpoint agents for discovery, classification and for windows, mac and Linux posture assessment
	The Solution should use agentless approach for detection of unauthorized access via network activities analysis from the endpoints.
	The proposed NAC solution should do Endpoint inspection on windows, MAC/ ANDROID and Linux without an agent.

	<p>administrative credentials or ssh key exchange</p>
	<p>The proposed NAC solution should also provide light weight agents which can be used to perform deep inspection on unmanaged windows, MAC/ ANDROID and Linux (e.g. BYOD); and can dissolve upon reboot</p>
	<p>Solutions should support agent and dissolvable agent method for performing endpoint profiling, base-lining, health check, isolate and initiate remediation process and must check the end device compliance before permitting access to the network.</p>
	<p>Solution should deliver customizable self-service portals as well as the ability to host custom web pages to ease device and guest on-boarding, automate endpoint secure access and service provisioning, and enhance the overall end-user experience inside business-defined workflows.</p>
	<p>Solution should verify endpoint posture assessment for PCs connecting to the network. Provides the ability to create powerful policies that include but are not limited to checks for the latest OS patches, antivirus and antispymware software packages with current definition file variables (version, date, etc.), registries (key, value, etc.), and applications. Solution should support auto-remediation of PC clients as well as periodic reassessment to make sure the endpoint is not in violation of company policies.</p>



	<p>The solution should provide network access solution for guests and visitors. The solution should support Captive portal based solution for these classes of users. These users should get a message if the compliance check on their machines fails.</p>
<p>Heterogeneous Support– For ease of deployment in existing network infrastructure. Should integrate with all major switch and wireless vendors.</p>	<p>The solution should address vulnerabilities on user machines through periodic evaluation and remediation to help proactively mitigate network threats such as viruses, worms, and spyware by integrating with AV Server, Firewall, IPS etc.</p> <p>The proposed NAC solution should provide ability to be deployed in existing network and security infrastructure without any need to replace/upgrade/update.</p> <p>A solution must not be a "point of failure" in network traffic flow; the failure of one or more components of the solution should not affect the organizational network's functionality.</p> <p>Solution shall monitor, detect, alert, report and provide remediation, recommendation for any unauthorized access using SPAN or mirror traffic.</p> <p>The proposed NAC solution should provide integration of network based devices via SNMP, CLI and Radius, etc.</p> <p>Solution should support all the industry standard protocols for detection & authentication.</p> <p>Solution should have centralized architecture with web or GUI based dashboard console to monitor, reporting, notification, maintaining and policy push for the registered users centrally.</p> <p>Solution shall support the remote access capabilities on its management interface via HTTPS or SSH access.</p>



	Solution should support role-based administration such as Administrator, Database Reader and Read-only access users.
Granular Compliance Checks - For Windows, MAC, ANDROID and Linux	The proposed NAC solution should provide ability to run custom scripts and policies
	The proposed NAC solution should be able to use event driven properties for compliance checks
	The proposed NAC solution should provide Hardware/Asset Management information
Post-connect Monitoring	The proposed NAC solution should be able to detect endpoint state changes (AV disabled, execution of an unauthorized application, etc.) and auto-remediation e.g. it should detect and disable unauthorized dual-homed endpoints. It should be done on a continuous basis rather than waiting for the next authentication event to happen.
	The proposed NAC solution should be able to detect and disable unauthorized dual-homed endpoints
	The proposed NAC solution should be able to reduces the risk exposure by acting quickly instead of waiting for the next authentication event
Real-Time, Granular Policy Engine - that responds immediately to an endpoint state change.	The proposed NAC solution should be able to reflect immediate endpoint change, and automatically trigger configured host or network actions (e.g. user disables AV – automate immediate actions like notify user, force restart, etc.)
	The proposed NAC solution should support intuitive if/then Boolean logic for policy customization
	The proposed NAC solution should provide User-Friendly policy management (policy search, policy updates, import/export policies, etc.)



Compliance Policies	The proposed NAC solution should be able to detect all open ports across all devices including but not limited to endpoints, servers, printers, IP cameras, switches, routers, VOIP devices, etc
	The proposed NAC solution should be able to detect all users (domain as well as local) including local admins across all endpoints
	The proposed NAC solution should be able to provide visibility to users logged in to multiple endpoints
	The proposed NAC solution should be able to provide capability to run custom scripts on Windows endpoints
	The proposed NAC solution should be able to provide capability to run custom scripts on Linux endpoints
	The proposed NAC solution should be able to provide capability to run custom scripts on Macintosh/ Android endpoints
	The proposed NAC solution should be able to provide complete hardware visibility for all endpoints, such as RAM, HDD, Monitor.
	Processor, Motherboard, network adapter, etc.
	The proposed NAC solution should be able to provide complete software/application visibility for all windows endpoints i.e. all applications installed with exact version details, all processes running, all services running, etc.
	The proposed NAC solution should be able to provide complete visibility for all external USB devices connected agentless (without requiring NAC agent)
	The proposed NAC solution should provide out-of-the-box IOC, Hash, Malicious files scanning to discover and mitigate threats from infected endpoints.
	The proposed NAC solution should provide out of the box integration with leading ATD and Threat Intelligence platforms (such as those from FireEye, Crowdstrike, Palo Alto, Checkpoint and McAfee etc.) for automating threat response.
The solution must support at least the following IOC types for IOC scanning:	

	<ul style="list-style-type: none"> • CnC Address (Command and Control URL)
	<ul style="list-style-type: none"> • Process (Process Name, Process Hash, Process Hash Type)
	<ul style="list-style-type: none"> • File Exists (File Name, File Path)
	<ul style="list-style-type: none"> • Mutex (Mutex Name)
	<ul style="list-style-type: none"> • Registry Key (Path, Value)
	<ul style="list-style-type: none"> • Service (Service name)
	<p>The solution should provide out of the box visibility to Virtual Machine properties such as Boot Time, Virtual Machine Hardware, Virtual Machine is Orphan, Virtual Machine Peripheral Devices info, Virtual Machine Port Group, Virtual Machine Power State, Virtual Machine Usage CPU (one thousandth), Virtual Machine Usage Network I/O (KBps), etc.</p>
	<p>The solution should have intelligence to be able to identify all network devices such as routers, switches, printers, IP cameras, etc. which are still using factory default credentials (which comes configured on the product by default) on the network. It should be able to test factory default credentials for SSH, Telnet, SNMP, etc.</p>
	<p>The solution should be able to determine the OS patch and antivirus status of an endpoint and trigger a patch or update without the need for a client/agent.</p>
	<p>The solution should provide policies to address ransomware threats by providing ability to detect evaluate and respond to vulnerabilities and threats used by these ransomwares. Policies should provide organization instant visibility, options for a fast and simple response, and the ability to track and segment devices that cannot be patched or mitigated.</p>
	<p>The Solution should be able to enable and disable USB devices on a desktop using granular policy rules.</p>
	<p>The solution should be able to start and stop endpoint applications as defined by user-specific policy</p>
	<p>The solution should automatically detect heavily scanned services, and respond to it by either monitoring or blocking these services.</p>



	<p>The solution should detect service attacks, email worms</p> <p>The solution should be able to provide detection for disk encryption</p> <p>The solution should be able to provide detection for rouge cloud applications</p> <p>The solution should be able to provide detection for p2p software</p> <p>The solution should be able to provide detection for IM</p> <p>The solution should be able to provide detection for local guest account</p> <p>The solution should be able to provide detection for shared directories - non admin shares</p> <p>The solution should be able to provide detection for shared directories - admin shares</p>
<p>Integration with Bank Security Solutions</p>	<ul style="list-style-type: none"> • Integrate with IBM QRadar SIEM to receive security events and enrich them with NAC context. • Enable NAC-based response actions based on QRadar alerts (e.g., quarantine, restrict, or flag compromised devices). • Integrate with Symantec Endpoint Protection Manager to validate status of advanced protection components including Real-Time Protection, Firewall, SONAR, IPS, and related endpoint security services
<p>Others</p>	<p>The solution should have a provision to support non-NAC capable hosts (i.e., printers, IP phones, IoT's etc.) based on different parameter and NOT using MAC Authentication Bypass (MAB).</p> <p>The solution must have tight integration out-of-the-box with latest Firewall technologies including but not limited to CheckPoint, Cisco ASA, Fortinet, Juniper SRX, Palo Alto Networks and Forcepoint Stonesoft etc.</p>



	<p>The solution should provide Role-based Traffic Control which offers granular enforcement of who can go where in your network. This is critical to provide multiple ways to enforce role-based network permissions -- either an out-of band technology for unmanaged switches or leveraging Access Control List (ACL) capabilities in managed switches.</p> <p>The proposed NAC solution should have the capability to get integrated with Anti-APT solution and upon seeing a specific bad file like (.exe .pdf) trigger an action to contain the host and put it onto a remediation workflow.</p>
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Technical Requirements

The bidder shall furnish as part of its technical bid, technical details in the prescribed format (Annexure-E). The Technical Bid (TB) should be complete in all respects and contain all information asked for. The Technical Bid should be complete to indicate that all products and services asked for are quoted.

The Bidder should provide a compliance statement for all the specifications of technical requirements against each item. In case any technical variance/ deviation is offered, the same must be highlighted along with the pros & cons stated in separate columns. Bank at its sole discretion rejects the bid with technical deviations/ variance. All relevant product information such as user manuals, technical specifications sheet etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification of the bid. Bank, at its discretion, may not evaluate a Technical Bid (TB) in case of non-submission or partial submission of technical details.

Location of Work

1. J&K Bank Ltd.

Information Security Department / Security Operations Center,
Corporate Headquarters, M A Road,
Srinagar 190001, Kashmir (UT of Jammu & Kashmir)
India

2. Datacenter Noida

Jammu & Kashmir Bank Ltd.
Facility Management, Noida
J&K Bank, 5th & 7th Floor, SIFY Greenfort
Data Centre, Plot No:B-7, Opposite
Jaypee Hospital, Sector 132, Noida, U.P. India 201301

3. DR Mumbai

Jammu & Kashmir Bank Ltd.
Disaster Recovery Site,
Plot. No GEN/72/1/A, TTC Industrial Area
MIDC Mahape Navi Mumbai-400701

Note: All expenses related to travel/boarding have to borne by bidder itself.

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 / prospective 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 Application Fees of ₹2500 by way of NEFT.

1. Representatives of bidders who attend the pre-bid meeting are required to carry an authorization document from the company, an identity card for attending the meeting.
2. Bidders are required to submit Bank guarantee drawn in favor of “J&K BANK LTD” payable at Srinagar, towards Earnest money Deposit (EMD). 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 and part codes etc, Price Bid, Terms and Conditions and various formats for submitting the tender offer are described in the tender document and Annexures.

Project Delivery Milestones

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

S.NO	Milestones	Weeks from date of issue of P.O
1	Agreement/SLA Execution	2 weeks from issuance of Purchase order
2	Delivery and installation of Hardware at DC and DR simultaneously .	6 weeks from date of issuance of purchase order
3	License Installation/Activation, Configurations and GO-Live	8 weeks from date of issuance of purchase order

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 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

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

EXTENSION OF DELIVERY SCHEDULE:

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

NON-DELIVERY:

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

OPERATIONALIZATION OF SOLUTION:

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

REVIEW:

The solution shall remain under review for a period of 2 months from the date of issuance of Go Live Certificate as stated above. The Successful bidder shall be readily available during the review phase for troubleshooting and other support. During the review phase, Bank may request changes to the solution as per its requirement and no extra costs shall accrue to the bank for the effort involved in the same. Bank shall issue final acceptance signoff at the end of the review phase



B-EVALUATION PROCESS

The endeavor of the evaluation process is to fit the best fit Solutions as per the Banks requirement at the best possible price. The evaluation shall be done by the Banks internal committees formed for this purpose. Through this RFP, Bank aims to select a bidder/ application provider who would undertake the J&K Bank maintenance of the required solution. The bidder shall be entrusted with end to end responsibility for the execution of the project under the scope of this RFP. The bidder is expected to commit for the delivery of services with performance levels set out in this RFP in section: Service Level Agreements.

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

Stage 1-Evaluation of Eligibility

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

Stage 2-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 of "Yes" compliance 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 bidder. 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 monies will be returned.

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

Stage 3-Evaluation of Commercial Bid

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

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

The selection of service provider shall follow the following method;

Combined Quality cum Cost Based System (CQCCBS): This method of selection shall be used for highly technical projects where weightage needs to be given to higher technical standards, while finalizing the prices, as per para below.

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

- i. Under CQCCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%.
- ii. Proposals with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices
- iii. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

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.

As an example, the following procedure can be followed. In a particular case of selection of Bidder, it was decided to have minimum qualifying marks for technical qualifications as 70 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 70, 80 and 90 marks respectively. The minimum qualifying marks were 70. 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	Evaluated cost
A	Rs.120.
B	Rs.100.
C	Rs.110.

Using the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

$$A: 100 / 120 * 100 = 83 \text{ points} \quad B: 100 / 100 * 100 = 100 \text{ points} \quad C: 100 / 110 * 100 = 91 \text{ points}$$

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

$$\text{Proposal A: } 70 \times 0.70 + 83 \times 0.30 = 73.9 \text{ points.}$$

$$\text{Proposal B: } 80 \times 0.70 + 100 \times 0.30 = 86 \text{ points}$$

$$\text{Proposal C: } 90 \times 0.70 + 91 \times 0.30 = 90.3 \text{ points.}$$

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 73.9.4 points: H3

Proposal B: 86 points: H2

Proposal C: 90.3 points : H1

Proposal C at the evaluated cost of Rs.110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

Under **CQCCBS** method, the bidder who has secured first rank in technical evaluation shall be called for further negotiation after opening and evaluation of its financial proposals.

The Name of the successful bidder along with details of cost etc. shall be posted on the bank's website after the award to the successful bidder has been made and communicated to him in writing.

C-RFP SUBMISSION

E-TENDERING Process

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

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

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

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:

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 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.

Vendors will have to abide by e-Business Rules framed by the Bank in consultation with M/s. e-Procurement Technologies Ltd.

RFP Fees

The RFP application fees may be paid by the bidders through NEFT as per the following details:

Bank Details for RFP Fees	
Account Number	9931530300000001
Account Name	Tender Fee/ Cost Account
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR 2500/=

UTR Number may be uploaded on e-tendering Portal

1. Service Provider:

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

Help Desk:

Contact Persons: Nandan Velara
Mobile No.: 9081000427 / 9904407997
Landline: 079-68136831 / 6857 / 6820 / 6843 / 6853 / 6829 /
6835 / 6863 / 6852 / 6840

No consideration will be given to e-Bids received after the date and time stipulated in this RFP and no extension of time will normally be permitted for submission of e-Bids.

Bank reserves the right to accept in part or in full or extend or reject the bids received from the bidders participating in the RFP.

Bidders will have to abide by e-Business Rules framed by the Bank in consultation with M/s. e-Procurement Technologies Ltd.

Earnest Money Deposit

Prospective bidders are required to submit Bank Guarantee drawn in favor of “Jammu and Kashmir Bank Ltd” payable at Srinagar, towards earnest money deposit (EMD) of INR 30, 00,000 (Rupees Thirty Lakhs 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. 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 30,00,000/=

In case of a Bank Guarantee from a Bank other than an Indian Public Sector Bank, prior permission of the Bank is essential. The format of Bank Guarantee is enclosed in Annexure G.

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

Address:	Information Security Department, J&K Bank Ltd. 2nd Floor, Annex Building Corporate Headquarters, M. A. Road, Srinagar, J&K Pin- 190001
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Note: EMD is exempted for all Start-ups as recognized by DPIIT/DIPP.

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of the PO issued by Bank.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.

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

The EMD will be refunded to:

- a. The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) for 5% of the total project cost for 3 years and valid for 42 months including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the PO issued from the Bank.
- b. The Unsuccessful Bidder, only after acceptance of the PO by the selected bidder.

Performance Bank Guarantee (PBG)

The successful bidder will furnish an unconditional performance bank guarantee for 5% of the total project cost. The format of the PBG is given as per Annexure H .The PBG shall be submitted within 15 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 favor 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.

Tender Process

- i. Two-stage bidding process will be followed. The response to the tender should be submitted in two parts: Technical Bid and Commercial Bid through online e-tendering portal with a tender document fee mentioned at Clause 2 of the RFP.
- ii. On the basis of submitted commercial offers, bank will enter in to subscription based contract with the H1 bidder (in normal cases). ATS rates fixed at the time of contract

- will be non-negotiable for the contract period and no revision will be permitted. This includes changes in taxes or similar government decisions.
- iii. This contract will be awarded for a period of 3 years from date of signing the subscription based contract. It may be further renewed if both parties wish to continue on the same terms of service.
 - iv. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided by the vendor is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the vendor. Bank's decision in this regard will be final.
 - v. In normal course H1 vendor will get 100% of the work order. However the Bank reserves the right to distribute the work among the shortlisted firms if required, keeping in view their performance, relative strengths and operational convenience. Therefore, the lowest tendering firm shall not have sole claim over the entire order. The H1-rate Vendor will get at least 60% of the work contract and the remaining work orders will be given to H2 and/or H3 rate vendor, provided they accept the H1 Rates. Vendors of H4 rate and beyond will not be considered. Bank's decision in this regard will be final.
 - vi. If any of the shortlisted Vendors are unable to fulfil the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other participating vendors after giving 15-days" notice to the defaulting Vendor. Also during the period of the AMC contract due to unsatisfactory service to our branches/offices, Bank will have the right to cancel the contract and award the contract to other participating vendors.
 - vii. The Bids submitted by the Bidders will be scrutinized to determine the fulfillment of Eligibility Criteria as stipulated in the RFP Document. The proposals will be evaluated in two stages. In the first stage, i.e. Techno-Functional Evaluation, the bidders will be shortlisted, based on bidder's responses. In the second stage, commercial bids of the qualified bidders will be opened.
 - viii. The response to the tender should be submitted in two parts: Eligibility including Technical bid (Techno Functional requirements) and Commercial Bid through online e-tendering portal with a tender document fee and EMD details mentioned above
 - ix. 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.
 - x. 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.
 - xi. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided by the vendor is false, the Bank reserves the

- right to revoke the awarded contract without giving any notice to the vendor. Bank's decision in this regard will be final.
- xii. 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.
 - xiii. 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.

2.

Bidding Process

- i. The bids in response to this RFP must be submitted in two parts:
 - a. Technical Bid" (TB) including Confirmation of Eligibility Criteria and
 - b. Commercial Bid" (CB).
- ii. The Bidders who qualify the Eligibility Criteria will be qualified for technical and commercial bid evaluation. The successful Bidder will be determined based on the CQCCBS as per the stated Commercial Evaluation process.
- iii. The mode of submission of Confirmation of Eligibility Criteria, Technical Bid (TB) and Commercial Bid (CB) shall be online.
- iv. Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted.
- v. Receipt of the bids shall be closed as mentioned in the bid schedule. Bid received after the scheduled closing time will not be accepted by the Bank under any circumstances.
- vi. Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount / Bank Guarantee in lieu of the same should accompany the Technical Bid.
- vii. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder's company.
- 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.

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.

Bid Validity Period

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

Bid Integrity

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

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.

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 and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- 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**.

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.

Payment Terms

The Bidder must accept the payment terms proposed by the Bank as proposed in this section. The Payments shall be made on the achievement of the following project milestones:

Project Milestone	Payment (Incl. Of applicable taxes)
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On delivery of Hardware	(80% hardware cost)
Installation/activation of licenses subject to signing of UAT by bank	(20% of hardware Cost)
Subscription cost	100% in advance for 1 st year
Subscription cost	100% in advance for 2 nd year
Subscription cost	100% in advance for 3 rd year

Note: Payment releases are subjected to submission of 5% PBG of total project cost and signing of SLA. And PBG has to be submitted once for all payments.

D-GENERAL TERMS & CONDITIONS

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.

Indemnity

- a) The Company 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 directly or indirectly 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 Company,
 - iii. Breach of confidentiality obligations by the Company,
 - iv. Negligence (including but not limited to any acts or omissions of the Company, its

- officers, principals or employees) or misconduct attributable to the Company 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. Bona fide use of deliverables and or services provided by the company;
 - vii. Non-compliance by the Company with applicable Laws/Governmental/Regulatory Requirements.

Provided however,

- i. BANK notifies the Company in writing immediately on being aware of such claim,
- ii. The Company has sole control of its defense and all related settlement negotiations.

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

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

- b) Notwithstanding anything to the contrary contained in this agreement the company shall indemnify and hold the Bank harmless from and against any claims, losses, damages, liabilities or expenses (including legal fees of solicitor(s)/advocate(s)), up to the extent of actual loss suffered by the Bank, resulting from any of the acts or omissions of the Company, its officers, principals or employees in connection with provision of the services under this agreement or breach of any of the obligations of the Company under this agreement.

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. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- d. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

Liquidated Damages

If bidder fails to 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 each 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.

Fixed Price

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

Right to Audit

“Bank reserves the right to conduct an audit/ ongoing audit of the Company/Service Provider(including its sub-contractors).The Company shall be subject to annual audit by internal/ external Auditors appointed by the Bank / inspecting official from the RBI or the persons authorized by RBI or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and company is required to submit such certification by such Auditors to the Bank Company shall allow the Bank and RBI or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by Company within a reasonable time failing which Company will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. Company shall allow the Bank to conduct audits or inspection of its Books and account with regard to Bank’s documents by one or more officials or employees or other persons duly authorized by the Bank.”

Limitation of Liability

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

Exit Clause

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

1. Failure of the Successful Bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract.
2. Delay in delivery beyond the specified period.
3. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.

5. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by The Successful Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

Force Majeure

- i. The Selected 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, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, 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 endeavour 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

Intellectual Property Rights

- 1.1 For any technology / software / product used by Company for performing Services for the Bank as part of this Agreement, Company shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Company.
- 1.2 Without the Bank's prior written approval, Company will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

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

Corrupt and Fraudulent practice.

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

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

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.

Amendments

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

Assignment

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

Severability

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.

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).

Resolution of Disputes and Arbitration clause

The Bank and the Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank for



..... and designated representative of the Bidder. If designated Officer of the Bank for
.....and representative of Bidder are unable to resolve the dispute within reasonable period, which in any case shall not exceed 30 days, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and Bidder respectively. If even after elapse of reasonable period, which in any case shall not exceed 30 days, the senior authorized personnel designated by the Bank and Bidder are unable to resolve the dispute amicably OR any party fails to designate its officer/representative/ senior authorized personnel within 30 days from the date of request in writing for the same by the other party for amicable settlement of dispute, the same shall be referred to arbitration.

All disputes/differences which may arise between the parties shall be resolved mutual and amicable settlement between the parties within 30 days from the date of receipt of a written notice raising such dispute by either of the party. In case there is no amicable settlement between the parties, the dispute or difference arising in relation to meaning or interpretation of terms and conditions, 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.

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

The Successful Bidder shall have to execute service level agreement for deliverables and successful execution of the projects to meet Banks requirement to its satisfaction. The Bank would stipulate strict penalty clauses for nonperformance or any failure in the implementation/efficient performance of the project .The Bidder should execute the Agreement within 15 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.

‘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.

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 and commissioning charges, if any,
- c) Minimum of 03 years comprehensive on-site support & warranty covering all parts & labor.
This period will start from the date of basic installation and configuration of all the appliances and migration of the first application on the new appliance.
- d) Comprehensive on-site software support.
- e) Packing, Forwarding and Transportation charges up to the sites to be inclusive.
- f) Insurance to cover equipment up to the installation at site and handing it over to the Bank.
- g) All taxes and levies and for Destinations.
- h) BIDDERS have to make their own arrangements for obtaining road permits wherever needed.

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.

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.

Information Security:

- a. The 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 Bidder's personnel shall follow J&K Bank's information security policy and instructions in this regard.
- c. The 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 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 Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of J&K Bank depends, among other things, upon the Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage J&K Bank. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even

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

- d. 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 Bidder by J&K Bank, including any copies or reproductions, both hardcopy and electronic.
- e. That the Company 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 Company's and its subsidiaries' businesses. Without limiting the foregoing, the Company 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 Company's and its subsidiaries' businesses.
- f. The Bidder shall certify that to the knowledge of the 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 Bidder or its subsidiaries or of any data of the 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 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 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 Bidder confirms the compliance with Banks Supplier Security Policy.
- i. That the Bidder has implemented backup and disaster recovery technology consistent with generally accepted industry standards and practices.

- j. That the 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 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 Bidder shall be responsible for establishing and maintaining an information security program that is designed to:
- l. Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and
- m. That the Bidder will notify Customer of breaches in 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.
- n. The 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. 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 Bidder and during normal business hours, to conduct on-site security audits or otherwise inspect Companies facilities to confirm compliance with such security requirements.
- o. That 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 Bidder for its own information or the information of its customers of a similar nature.
- p. That the 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, 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, Service Provider 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 Bidder's security by virtue of providing such summary.
- q. That Bank may use a third party or its own internal staff for an independent audit or to monitor the Bidder's audit. If Bank chooses to conduct its own security audit, such audit

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

- r. That after providing 30 days prior notice to 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 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 Bidder's auditors, or the successors to their role in the event of a corporate reorganization, at Bidder's cost.

Termination of Contract

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

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

For Convenience: BANK by written notice sent to the Company may terminate the contract in whole or in part at any time for its convenience giving 90 days prior notice.

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

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

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

If deductions on account of liquidated damages exceeds more than 10%.

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.

Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of bank within 30 days, termination will be effected .

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

Survival

Any provision of the Contract/Agreement which, either expressly or by implication, survives the termination or expiration of the Contract/Agreement, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non- disclosure in the same manner as if the present Contract/Agreement is valid and in force and effect. The provisions

of the clauses of the Contract/Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership shall survive the expiry or termination of the Contract/Agreement and in relation to confidentiality, the obligations continue to apply unless J&K Bank notifies the Bidder of its release from those obligations.

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.

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.

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.

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.

Solicitation of Employees

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

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.

Confidentiality Provision

The terms of this RFP, the information provided by Bank herein and all other information provided by BIDDER in connection with the services offered to be provided by the BIDDER pursuant to this RFP, are to be treated by BIDDER as strictly confidential and proprietary. Such materials are to be used solely for the purpose of responding to this request. Access shall not be granted to third parties except upon prior consent of Bank and upon the written agreement of the intended recipient to treat the same as confidential. Bank may request at any time that any of Bank's material be returned or destroyed.

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.

The Contract Splitting provision should be kept if needed in requirements like Desktop Support, Server Maintenance & other hardware equipment, in no case contract should be given to more than one vendor like Application Service Providers, Database Vendors etc.

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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.

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

Annexure A: Confirmation of Terms and Conditions

To
Chief Information Security Officer
Information Security Department
Corporate Headquarters, 190001
The Jammu & Kashmir Bank MA Road, Srinagar

Dear Sir,

Sub: RFP No Supply, Implementation, Integration & Maintenance of date

Further to our proposal dated, in response to the Request for Proposal for selection of vendor for Supply, Implementation, Integration & Maintenance of..... (hereinafter referred to as “RFP”) issued by The 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
Chief Information Security Officer
Information Security Department
Corporate Headquarters, 190001
The Jammu & Kashmir Bank MA Road, Srinagar

Dear Sir,

Sub: RFP no: _____ for selection of _____, 2020 dated

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to

_____ to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

Place:

Date:

Seal and signature of the bidder



Annexure C: Details of SI/OEM

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

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

Date:

Seal and signature of the bidder



Annexure D: Compliance to Eligibility Criteria

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

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

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

S. No	Financial and other Requirement to be met by the Bidder	Supporting Documents to be submitted	Bidder’s Compliance (Yes / No)	Supporting Reference / Remarks
1	The Bidder must be registered with Registrar of Companies / a Govt Organization/ PSU / PSE/ LLP or Private/ Public Limited Company in India.	Copy of Certificate of Incorporation / Certificate of commencement of business.		
2	The Bidder should have been in existence in India for the last three years as on 31.03.2026	Copy of Certificate of Incorporation / Certificate of commencement of business		
3	The Bidder should have a minimum annual turnover of Rs. 100 Crores (Rupees Ten Crores Only) in each of the last three financial years viz. 2023-24, 2024-2025 & 2025-26	Audited Financial statements for the financial years .2023-24, 2024-2025 & 2025-26 with CA Certificate for the said period		

4	The Bidder should have positive net worth in each of the last 3 financial Year's viz2023-24, 2024-2025 & 2025-26 Net Worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) - (Accumulated balance of loss + Balance of deferred revenue expenditure + other intangible	Audited Financial statements for the financial years 2023-24, 2024-2025 & 2025-26 CA Certificate for the said period. The CA certificate should be without any conditions.		
5	The Bidder should not have filed for Bankruptcy in any country.	Self-declaration confirming the Criteria.		
6	The Bidder should not have been blacklisted / barred by any Public Sector Bank, Government of India or any regulatory body in India at the time of bid submission.	Self-declaration confirming the criteria.		
7	Bidders shall be the Original Equipment Manufacturers (OEM) of Solution (OR) An authorized dealer / Distributor	If the applicant is An OEM, an Undertaking Letter has to be submitted in this effect. If the bidder is an Authorized Dealer/Distributor, an Authorization letter from their OEM to deal/market their product in India and it should be valid at the time of submission of the Bid		
8	The Bidder should have its own Service Centre/Office/ in India	Relevant Credential letters.		
9	The proposed solution should be implemented in at least one of the Scheduled Commercial Banks In India	The bidder shall Provide the details of contract which are still valid. Work Orders & Reference Letters of satisfactory Performance from the Clients as per format provided has to be submitted along with documentary proof		

10	The proposed solution should have been in existence for at least 3 years or more.	Bidder should provide the purchase order copy or reference letter from their customer for the same.		
11	The OEM & Bidder should be in business of Development/ Manufacturing / Selling Information Security products for the immediate preceding three years in India as on 31.03.2026	Bidder should provide the purchase order copy or reference letter from their customer for the same.		
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 Bank.	Self-declaration Confirming the criteria.		
13	The bidder or OEM should have a fully functional Customer Service Centre with 24/7 accessibility. The centralized trouble-ticketing tool for call logging, monitoring and troubleshooting purpose should	Certificate containing the details		
14	Bidder and OEM must be an ISO 27001: 2022 or higher certified company.	ISO 27001: 2022 or higher certificate		

Please enclose documentary proof for all the above criteria. In absence of these, the bids will not be considered for further evaluation. No further correspondence will be entertained in this case.

Note: Please write description of items in brief instead of writing words like “Offered”, “Complied with” etc.

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
3. Scheduled commercial Banks do not include Regional Rural Banks and Cooperative Banks.

We confirm that our proposed Solution meet all the specifications mentioned as above.

Signature and Seal of Company



Annexure E: Technical Bid Form

Apart from Scope mentioned in the RFP, the bidder will provide inputs in the table below on the basis of functionality available in the solution.

Chief Information Security Officer,
Information Security Department.
Corporate Headquarters
The Jammu & Kashmir Bank M.A. Road, Srinagar,
190 001 J&K.

SUB: Request for Proposal (RFP) For Procurement, supply, installation, commissioning and maintenance of Network Access Control (NAC) Solution

Sr. No.	Technical Specifications	Marks	Compliance (Yes/No)
1	General Requirements		
1.1	J&K Bank is initiating this RFP to upgrade and modernize its Network Access Control (NAC) environment with a next-generation, enterprise-grade NAC platform, tightly integrated with J&K Bank’s existing security and IT ecosystem, to strengthen zero-trust enforcement, continuous posture assessment, automated response, and regulatory compliance as part of its ongoing cybersecurity enhancement and digital resilience program.	1	
1.2	The Solution should provide a highly powerful and flexible attribute-based access control solution that combines authentication, authorization, posture, profiling, and guest management services on a single platform.	1	
1.3	J&K Bank intends to procure the solution for 25,000 devices covering endpoints, routers, switches, desktops, IP phone, printers, etc. The implementation should be at DC-DR locations and there should be HA between DC-DR.	1	
1.4	The Solution should offer the flexibility to incorporate additional functionality in future for storage of asset inventory data and device posture history, allowing the J&K Bank to retain asset inventory records for up to 90 days as J&K Bank may need to search and monitor configuration changes and device posture to facilitate forensic investigations as needed.	1	
1.5	Two Dedicated, OEM pre-installed appliances shall be deployed—one in the Data Center (DC) and one in the Disaster Recovery (DR) site and must support centralized management operations across both sites.	1	

1.6	Two dedicated, OEM pre-installed appliances shall be provided for endpoint management—one for the DC and one for the DR site and each appliance must come with an initial licensing capacity to manage up to 25,000 IP addresses.	1	
1.7	Two dedicated, OEM pre-installed appliances shall be deployed—one in the DC and one in the DR site and each appliance will be tasked with the management and monitoring of network and IoT devices, ensuring seamless operational coverage at both location	1	
1.8	J&K Bank reserve the right to conduct the onsite POC of Solution as a part of technical evaluation in live environment with 2,000 endpoints. J&K Bank Team may ask to demonstrate all or specific capabilities as per compliance sheet. Bidder/OEM must demonstrate the same within 7 working days. Bidder/OEM have to arrange POC Hardware & License of Solution. If Bidder/OEM fails to demonstrate such features, J&K Bank may technically disqualify such solution/Bidder	1	
1.9	The Bidder should have the OEM Certifications of the solution	2	
1.10	The Bidder should have the required professional experience of implementing the solution in various Banks	2	
2	Visibility, Categorization and Assessment		
2.1	The solution should provide comprehensive visibility by automatically discovering, classifying, and controlling endpoints connected to the network to enable the appropriate services per endpoint of each & every device connected with the J&K Bank's network.	1	
2.2	Solution must get complete visibility of all open ports (TCP/UDP) of all connected device in the enterprise & help in categorization of vulnerable port Allows administrators to quickly take corrective action (Quarantine, Un-Quarantine, or Shutdown) on risk- compromised endpoints within the network.	1	

2.3	Solution should be able to detect, classify and restrict all endpoints dynamically mentioned above as soon as these are introduced to the J&K Bank Generation Corporation's network based on various parameters (including and not limited to) as OS signature, chassis, traffic pattern, OEM information, MAC address, IP address, passive network telemetry, etc. Information may be fetched by querying the actual endpoints, or alternatively from the infrastructure, Domain Name, Hostname using MAC OUIs, using RADIUS, AD, HTTP, DNS, Net Flow, SPAN/Mirrored traffic, network scan, etc.	1	
2.4	Agent & Agentless -The proposed solution must support both agent based & Agentless deployment and provide complete posture analysis both with & without agent. J&K Bank will be at its discretion to implement either agent based or Agentless solution at all endpoints.	1	
2.5	The Solution should support all the features& Functionalities like Profiling, Compliance check, Remediation, Blocking, reporting, alerting the device admin, notifying the end user etc. in both agent and Agentless mode(without installing any agents or executable files)	1	
2.6	The proposed solution must support central client installation on AD and non-AD endpoints with a zero touch deployment approach to the extent possible	1	
2.7	The propose solution should support Guest users on-boarding through self-register web portal (branding with J&K Bank logo and images) and provide access of network as per the policy defined by the J&K Bank to limit access to specific resources, length of connections and set automatic account expiry after a specified number of hours or days. User Credentials should be delivered through SMS or email.	1	
2.8	The proposed solution must support validation of endpoints through three methods: agentless (without installing any agents or executable files), persistent client-based agents, and dissolvable agents. It should ensure that endpoints comply with the company's posture policies, which include, but are not limited to, checks for: Latest OS patches Antivirus and antispysware software packages with up-to-date definitions Registry keys and values Installed applications Local firewalls Peer-to-peer (P2P) applications Disk encryption USB device checks	1	

2.9	The solution should support both 802.1X and non-802.1X architecture and integration with J&K Bank's existing network infrastructure without the need of any hardware and software upgrades required for 802.1X deployment. For Non-802.1X supported component it should support other Protocol viz. Agent-less, MAC Address based Authentication, SNMP, SSH, etc.	1	
2.10	The solution must automatically classify detected devices into categories based on their functions, such as Windows (all versions), Apple Mac, Printers, Network Devices, Linux, Unix, and IoT devices. This classification should be achieved without installing any agents or executable files on the endpoints, particularly in environments where 802.1x is not implemented.	1	
2.11	Solution should support auto-remediation of PC clients as well as periodic reassessment to make sure the endpoint is not in violation of company policies and must check the end device compliance before permitting access to the network.	1	
2.12	Solution must support discovery, classification and assessment with multiple IOT devices (e.g. IP Phone , IP Camera, IP Printers , IP Scanners etc.) without doing any changes in network infrastructure. Discovery of the IOT Devices with accurate classification (Based on OS, Vendor Model, MAC OUI, Network function) & assessment (where device are connected , how device is connected , Must be in appropriate segment, vulnerable (TCP/UDP) port assessment, SNMP/ SSH/ Telnet Default/ Weak credentials verification etc.) and help in determining which devices in J&K Bank's network are vulnerable.	1	
2.13	The Solution must provide complete visibility of every connected devices. Visibility must not only be limited to IP address, MAC address and Operating System but it should also include OS version, service running, process running, application version, application installed etc.	1	
2.14	The solution must have ability to perform passive discovery of all IP-based devices such as Device type (computers, printers, network equipment), HTTP user agent , HTTP/DNS header information by using SPAN or traffic mirroring functionality and helping J&K Bank to identify, profile, and monitor devices on J&K Bank's network.	1	
2.15	Solution must support functionality in both managed and un-managed switches. Solution must help in uncovering of unmanaged & unknown Switches through number of hosts detection, etc. and block non-compliant endpoints which are connected to un-managed switches.	1	
2.16	Solution must be able to detect all users (domain as well as local) including local admin across all endpoints.	1	

2.17	The solution should provide comprehensive visibility into all installed applications with their exact version details in the network, as well as all processes and services running on the network. Once complete visibility is achieved, the solution must support the creation of custom policies to address vulnerable services and enforce necessary controls on the endpoints. These controls may include notifying administrators, terminating processes or services, and uninstalling applications.	1	
2.18	Solution must support controlling capabilities of USB devices (with Class level detection of Peripheral Devices like printer, imaging devices, WPD, Bluetooth, etc.) with and without endpoint agents.	1	
2.19	Solution should have option to create posture assessments policies by checking availability of latest OS patches, antivirus and antispyware software packages with current definition file variables (version, date, etc.), registries (key, value, etc.), and applications.	1	
2.20	Solution should have capability to establish user identity, location, and access history, which can be used for compliance and reporting.	1	
2.21	The solution must support all types of endpoints and devices used by J&K Bank, regardless of vendor, operating system, or connection type (wired, wireless, VPN, etc.).	1	
2.22	The solution should support J&K Bank's existing network infrastructure i.e. managed & unmanaged switches to block or limit the non-complied and rogue devices behind that.	1	
2.23	Solution should verify access by users to network resources according to an authorization scheme defined in an existing authorization system, such as Active Directory, RADIUS servers, TACACS etc. It shall allow enforcement of identity- based policies after an element is allowed in the network.	1	
2.24	The Solution should provide a highly powerful and flexible attribute-based access control solution that combines authentication, authorization, posture, profiling, and guest management services on a single platform.	1	
2.25	Solution must be deployable in out-of-band model (with all feature& functionality) to ensure network keeps functioning even if the solution goes down for whatever reason.	1	
2.26	The proposed solution should be fully functional without requiring the deployment of a client, agent, or any executable file on endpoints.	1	

2.27	The solution should provide policies to address known ransomware threats by detecting, evaluating, and responding to vulnerabilities and threats used by ransomware. Policies should offer instant visibility, options for a fast and simple response, and the ability to track and segment devices that cannot be patched or mitigated.	1	
2.28	The solution should check for known vulnerabilities on Windows endpoints and remediate or handle the device as specified within the rule, without relying on any third-party tools.	1	
2.29	The solution must support at least the following IOC types for scanning: CnC Address (Command and Control URL). Process (Process Name, Process Hash, Process Hash Type). File Exists (File Name, File Path). Mutex (Mutex Name). Registry Key (Path, Value). Service (Service Name)	1	
2.30	The solution should be capable of performing IoT posture assessments by identifying all IoT devices, such as routers, switches, printers, IP cameras, and IP printers, that are using factory default credentials. It should also be able to test these devices for factory default and weak credentials across various protocols, including SSH, Telnet, and SNMP.	1	
2.31	The proposed NAC solution should provide Hardware/Asset Management information, including all TCP/UDP ports open in the network, hardware information of endpoints, all services, processes, and applications installed on the network.	1	
2.32	The solution should provide out-of-the-box visibility into Virtual Machine properties, including Boot Time, Virtual Machine Hardware, Orphan Status, Peripheral Devices info, Port Group, Power State, CPU Usage (in thousandths), Network I/O (KBps), etc.	1	
2.33	The proposed solution should support vendor agnostic switch infrastructure and operate in a heterogeneous network with switches and routers from multiple OEMs such as Cisco, Juniper, 3com, Nortel, D-link etc. and legacy switches	1	
3	Management:		
3.1	Solution should have a Centralized Management for managing, monitoring & controlling for all the features of the NAC.	1	
3.2	Centralized Management solution must have executive, detail and customizable dashboard and support role-based users/admins.	1	
3.3	The solution should able to categorize the alerts on the basis of risk (high, medium and low), type of devices, location etc.	1	

3.4	The solution should offer a built-in alerting mechanism through email & SMS based on the categorization of alerts.	1	
3.5	The solution should have a single web-based or client based. GUI console for admin users for managing the full functionalities of NAC solution.	1	
4	Remediation & Control: Auto-remediation capability		
4.1	Solution must be able to integrate with existing Antivirus for auto- remediation.	1	
4.2	Solution must validate list of blacklisted applications running on the machine.	1	
4.3	Solution must help J&K Bank in enforcing security policies by blocking, isolating, and repairing non-compliant machines in a quarantine area without requiring administrator attention.	1	
4.4	Solution should help in checking accessment policies & should classify hosts as compliant & non-compliant. Auto-remediation should assist/ guide users through a self-remediation process.	1	
4.5	Solution must support auto-remediation on all the non-compliant end point like Update AV automatically, Update Patches automatically, Start Antivirus/ Patch Endpoint agent, Kill/ Uninstall blacklisted application/ Service/ process etc.	1	
4.6	The solution should be able to provide capability to run custom scripts on Windows endpoints to meet endpoint compliance. (For Example, but not limited to endpoints chassis type, Free Space in C drive or Windows Activation status details etc.) or for auto- remediation (For Example Uninstalling Blacklisted application, Kill Blacklisted process, installing security host-based agent etc.)	1	
4.7	The solution should be able to provide capability to run custom scripts on Linux endpoints. Running a custom script or command is based on compliance policy or for auto- remediation. For Example, but not limited to: - To fetch the details custom details from Linux endpoint, get the running process related details or uninstalling the malicious software from endpoint etc.	1	
4.8	The solution should be able to provide capability to run custom scripts on Apple Macintosh. Running a custom script or command is based on compliance policy or for auto- remediation. Example but not limited to:- To fetch the custom details from Apple Macintosh endpoint , get the running process related details or uninstalling the malicious software from endpoint etc.	1	
4.9	Solution Must support the capabilities to detect and disable unauthorized dual-homed and NAT endpoints.	1	
4.10	Solution must provides a wide range of access control mechanisms, including downloadable access control lists	1	

	(dACLs), VLAN assignments, URL redirect, or Security Group Access (SGA) tagging.		
5	Continuous health check of endpoints		
5.1	Solution should detect the behaviour of state-change on endpoints after authenticating and authorizing. Like after granting the access has to monitor the endpoint for any state change with respect to compliance requirement.	1	
5.2	The solution should be able to detect endpoint state changes (AV disabled, execution of an unauthorized application, etc.) and auto-remediation e.g. it should detect and disable unauthorized dual-homed endpoints. It should be done on a continuous basis rather than waiting for the next authentication event to happen.	1	
5.3	Solution should integrate seamlessly with J&K Bank's existing IT infrastructure comprising of Routers, switches, firewalls, Antivirus solution, SIEM solution, Active Directory, vulnerability assessment tool, patch management solution etc	1	
5.4	The solution should support orchestration with various security solutions viz. firewalls, Antivirus solution, SIEM solution, Active Directory, vulnerability assessment tool, patch management solution etc. to dynamically control the rogue endpoints i.e. the endpoints should be quarantined, blocked, remediate by the solution without requiring administrator's attention. Eg: if any endpoint is notified as being rogue by antivirus solution or any other security solution, the NAC should dynamically block or quarantine the endpoint.	1	
5.5	The solution should provide native integration with J&K Bank's existing vulnerability assessment solution through purpose-built plugins or supported connectors to enable enriched vulnerability context and asset correlation, including validation of scan recency, on-demand scan triggering, and automated, policy-based remediation actions, beyond basic data import or manual synchronization.	1	
5.6	The proposed solution must provide robust integration with existing Patch management solution/SCCM infrastructure to automate and streamline endpoint management. This integration should enable the automatic discovery and enrolment of unregistered devices into Patching solution, including those with missing or corrupted SCCM/Patch management agents, significantly reducing manual IT workload. The solution should continuously validate endpoint compliance with security and patching policies, ensuring all systems maintain the required software, security patches, and configurations throughout their network. This integration will enhance security operations efficiency, minimize	1	

	business risk in real-time, and ensure consistent endpoint security posture across the organization		
5.7	The solution should be integrated with Enterprise level SIEM solution and Syslog server. The solution should be able to share information using standard protocols (Syslog, CEF) and should allow the SIEM system to send syslog messages to the NAC solution to automatically respond to any endpoint security issues.	1	
5.8	The solution should provide native integration with leading next-generation firewall (NGFW) platforms through purpose-built plugins or supported connectors to enable enriched security context and real-time enforcement, including automated response to compromised devices, dynamic role-based policy updates, and differentiated user and device access, beyond basic integration or manual policy management.	1	
5.9	The Solution must receive the SIEM data to take policy-based response actions such as quarantining or blocking potentially compromised or noncompliant devices, depending on the severity of the violation information received from SIEM. For example, SIEM detects, via firewall log correlation, a targeted denial of service (DoS) attack, it can direct Solution to have the firewall automatically block the source of the attack to prevent further disruption of service to the application(s) on the network.	1	
5.10	The Solution must be able to integrate with existing Antivirus solution/ EDR for Auto- Remediation. The solution must achieve EDR agent and related components such as Intrusion Prevention System, firewall and Advanced Response are installed, configured and properly running on all devices at all times. If a connecting device does not comply with your security policy, Solution can isolate the device from the network and facilitate remediation, such as redirecting the user to a self-remediation page or enabling real-time controls on the device.	1	
5.11	In the event of complete failure of integrated solution which may impact in NAC solution working such as an Active Directory, the solution should be capable of ensuring business continuity	1	
5.12	Solution must be able to provide compliance for Hardware properties on windows like Hardware Computer, Disks, Monitors, Motherboard, Network Adapter, Physical Device, Physical Memory, Plug and Play Device, Processor, etc.	1	
6	Reporting and administration		
6.1	Solution must have built-in monitoring, reporting, and troubleshooting console to assist helpdesk operators and administrators streamline operations.	1	

6.2	Solution must collect and keep forensic evidence on any unauthorized access activity within the network as follow: Event timestamp, network events in sequence, host info, IP address, MAC address, switch info, etc.	1	
6.3	The solution must support the capability to generate reports on: Hardware components (e.g., Memory, RAM, HDD, Peripheral devices) All installed software with version details across the network All TCP/UDP open ports in the network Services running on the network Processes running on the network Application inventory across the managed extended enterprise	1	
6.4	Solution must be able to display information notifications in an interactive manner viz. bubble notification, email, etc.	1	
6.5	Solution should have built-in web console for monitoring, reporting, and troubleshooting to assist help-desk and network operators in quickly identifying and resolving issues. It also support comprehensive historical and real-time reporting for all services, logging of all activities, and real-time dashboard metrics of all users and endpoints connecting to the network.	1	
6.6	The solution must include predefined, out-of-the-box reports that can be customized to meet the specific needs of J&K Bank. It should support generating reports on a scheduled basis and on-demand in real-time. Additionally, it should have the capability to send these reports via email from the console to ensure timely access to critical information.	1	
6.7	The solution should provide native SIEM integration with J&K Bank's existing SIEM solution through purpose-built plugins to enable enriched event sharing and deeper security context, beyond basic syslog forwarding.	1	
6.8	The solution must be able to generate report on different parameters. i.e. Compliance, Non-Compliance, corporate, Guest, BYOD, Mobile Devices, IOT's etc.	1	
6.9	Solution should have ability to generate reports in different formats, such as CSV/ PDF/ Excel, etc.	1	
6.10	Solution should have built in various reports and can create custom reports like executive report, detection life cycle report, top 10 reports for various category and health reports, etc.	1	

6.11	The Solution must incorporate a complete set of tools for reporting (Audit trailing, customizable reporting and data export capabilities), analysis, and troubleshooting. Data from access transactions can be organized by customizable data elements and used to generate graphs, tables, and reports. Must correlate and organize user, authentication, and device information together.	1	
7	Support for J&K Bank's existing environment (Switch not supporting 802.1x , Device connected behind un-managed switch)		
7.1	The solution should able to detect the endpoint at the instant it connects to J&K Bank network	1	
7.2	The solution should provide complete details about endpoints connected.	1	
7.3	The solution should provide all the capabilities mentioned in all the above sections	1	
7.4	The solution should able to restrict communication to a non-compliant device which is connected to a hub/unmanaged switch, while another compliant device which should remain functional.	1	
8	Support requirements		
8.1	OEM of the solution must have its own technical support center in India	1	
8.2	The OEM should offer 24/7 remote support for the software.	1	
8.3	Bidder has to maintain the Security solutions and its related components and J&K Bank should have direct access to OEM TAC support on 24x7x365 basis throughout the period of the contract with the J&K Bank i.e. for 5 years. The bidder has to consider related cost for such OEM TAC support for the solutions from concerned OEMs in their commercial bid.	1	
9	Technical Presentation/Demo by the Bidder	50	
	TOTAL	140	

Part B

Sr. No.	Evaluation category	Evaluation criteria	Scoring Logic	Criteria Weightage
01	Solution Implementation and Service	A. Number of years' Experience	a) 1-2 Years: 2 Marks	25 Marks

	Experience in the BFSI	<p>in providing and successful implementation of the similar platform / solution to the clientele.</p> <p>B. Experience in Years respected to the successful completion of solution presented to the bank.</p>	<p>b) 2-3 years: 5 Marks</p> <p>c) >3 Years:10 Marks</p> <p>a) 1-2 projects: 5 marks</p> <p>b) 2-3 Projects :10 Marks</p> <p>c) >3 Projects -15 Marks</p>	
02	Resource Profile	No. of OEM Certified Engineers / Resources having 03 years or above of experience in implementing and transition support	<p>1-2 Personnel – 5 Marks</p> <p>3-5 Personnel – 10 Marks</p> <p>> 5 Personnel – 15 Marks</p>	15 Marks

Total Marks (Part A &B) : 180



Annexure F: Commercial Bid Format

1. These details should be on the letter head of the bidder and each & every page should be signed by an authorized signatory with name and seal of the company.
2. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
3. Do not change structure of format nor add any extra items.
4. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

The Commercial Bid shall be submitted in the following format:

Bidder must take care in filling price information in the indicative commercial bid, to ensure that there are no typographical or arithmetic errors.

NETWORK ACCESS CONTROL (NAC) SOLUTION FOR THE BANK				
SI No.	Description	Cost /Unit (INR)	Quantity	Total Cost (INR)
A.	Network Access Control (NAC) Solution Subscription/License for 25000 end devices with Three Years Annual Technical Support(ATS) at DC and DR Locations separately.	A	B	C=A*B
B.	Hardware and Appliances supporting 25000 end-devices with Three Years warranty/Support Cost for deployment at DC and DR Locations separately.	X	Y	Z=X*Y
E.	Total Cost of Operation (TCO) (C+Z)			

Note: - Additional license/subscription requirement arises during contract period shall be provided at same cost finalized above.

Note: -The Prices must be indicated in Indian Rupees only (i.e. INR). The price quoted by the bidder will be excluding of taxes.

Signature with Seal

Date:

Name:

Designation:



Annexure G: Bank Guarantee Format

Bank Guarantee No: _____
Dated: _____
Bank: _____

To

The Jammu & Kashmir Bank M.A. Road, Srinagar,
Chief Information Security Officer,
Information Security Department.
Corporate Headquarters
190 001 J&K.

WHEREAS..... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at..... India (hereinafter referred to as “the SI/OEM”) proposes to RFP and offer in response to RFP No., datedfor RFP for selection of vendor for..... (Herein after called the “RFP”) AND

WHEREAS, in terms of the conditions as stipulated in the RFP, the SI/OEM 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 SI/OEM has approached us, for providing the BANK GUARANTEE.

AND WHEREAS at the request of the SI/OEM 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 SI/OEM of any of the terms and conditions contained in the RFP and in the event of the SI/OEM 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 SI/OEM 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 SI/OEM 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 SI/OEM after expiry of the relative guarantee period of the RFP and after the SI/OEM 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 SI/OEM 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 SI/OEM or any other forbearance, act or omission on your part or any indulgence by you to the SI/OEM 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 SI/OEM 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 SI/OEM.
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 SI/OEM 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 SI/OEM 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 SI/OEM 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 SI/OEM 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
- 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 this guarantee.

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
The Jammu & Kashmir Bank M.A. Road, Srinagar,
Chief Information Security Officer,
Information Security Department.
Corporate Headquarters
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 VENDOR has for taken up for..... 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 VENDOR 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 VENDOR 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 due 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 vendor 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 vendor 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 vendor 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 vendor 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 VENDOR 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 vendor 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 Vendor.
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 VENDOR.
7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent. NOTWITHSTANDING anything contained herein above;
 - (i) Our liability under this Guarantee shall not exceed.....Rupees.....
.....only);
 - (ii) This Guarantee shall be valid up to; and claim period of this Bank Guarantee shall be year/s after expiry of the validity period i.e., up to.....; and

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

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

For.....

BANK Authorized Signatory

Annexure I: Non-disclosure Agreement (NDA)

Mutual Non-disclosure Agreement

THIS MUTUAL NONDISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of (DD/MM/YYYY) by and between _____, a company incorporated under the laws of India , having its registered address at _____ (the “Company”) and “The 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 Licensee which unless the context requires include its successors in interests and permitted assigns). (the “Recipient”).

1. Purpose J&K Bank has engaged or wishes to engage the company for undertaking the project vide Purchase Order No: _____ and each party may disclose or may come to know during the course of the project certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

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

- i. was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party;



- ii. becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party;
- iii. is already in the possession of the receiving party at the time of disclosure by the disclosing part as shown by the receiving party's files and records immediately prior to the time of disclosure;
- iv. is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality;
- v. is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or
- vi. Is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

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

4. Maintenance of Confidentiality. Each party agrees that is 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 “AS IS.” Each 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.

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 for a period of from the date hereof.

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

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

12. Arbitration, Governing Law & Jurisdiction.

The Bank and the Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank for and designated representative of the Bidder. If designated Officer of the Bank for and representative of Bidder are unable to resolve the dispute within reasonable period, which in any case shall not exceed 30 days, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and Bidder respectively. If even after elapse of reasonable period, which in any case shall not exceed 30 days, the senior authorized personnel designated by the Bank and Bidder are unable to resolve the dispute amicably OR any party fails to designate its officer/representative/ senior authorized personnel within 30 days from the date of request in writing for the same by the other party for amicable settlement of dispute, the same shall be referred to arbitration.

All disputes/differences which may arise between the parties shall be resolved mutual and amicable settlement between the parties within 30 days from the date of receipt of a written



notice raising such dispute by either of the party. In case there is no amicable settlement between the parties, the dispute or difference arising in relation to meaning or interpretation of terms and conditions, 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. Miscellaneous. This Agreement shall bind and injure to 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

RECIPIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Company Seal

Company Seal



Annexure J: Service Level Agreement

This Service Level agreement (“Agreement”) is made at Srinagar (J&K) on thisday of2020 (“effective date”) between

- i. “The 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 Licensee 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 "Company" which expression shall unless it be repugnant to the context or meaning thereof, include its successors and assigns) of the OTHER PART, through its authorized signatory Mr.....

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

Now therefore, this Agreement is witnessed as under:

Definitions of the terms

The Bank/J&K Bank:	Reference to the “the Bank”, “Bank” and “Purchaser” shall be determined in context and may mean without limitation “The Jammu & Kashmir Bank”.
Bidder/Vendor/Supplier:	An eligible entity/firm submitting a Proposal/Bid in response to this RFP.1



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

Scope

J&K Bank is looking for Bidder for Procurement, Supply, Installation, Commissioning and Maintenance of Network Access Control (NAC) solution for the Bank through open tender to broadly meet its present and future requirements. The scope will cover current as well as forthcoming security updates/ upgrades/ enhancements to be implemented by the Bank in the succeeding years during the contract period. Bidders are requested to submit their proposals for providing these services against the requirements specified in this document. For each of the service category mentioned in the document, the bidder response should include the following:-

- (a) People, Process & Technology used to deliver the services.
- (b) Description of tools used (where applicable).
- (c) Service delivery sample formats (reports, baselines, SOPs).
- (d) Experience of delivering Similar Services to Similar Customers (with name and reference of customers).
- (e) Arrangements with the OEM of Product/ Service being offered, like Gold/ Platinum Partner.

The present and future Network, Security and Technological architecture of the Bank, having Managed & unmanaged Switch environment has been kept in mind while formulating scope for Network Access Control (NAC) solution below:-

The implementation will include configuration, integration, and validation of the following use cases under each functional category for J&K Bank. The deployment will be based on a non-802.1X enforcement model and will leverage integrations with existing security and infrastructure platforms.

General Requirements

- (a) The Bank intends to procure Network Access Control solution (NAC) for Bank at Facility (Noida) and DR (Mumbai) location for Onsite Installation and implementation in such a way that the solution must not be a "point of failure" in network traffic flow; the failure of one or more components of the solution should not affect the organizational network's functionality.
- (b) The solution should support both 802.1X and Non-802.1X Architecture. The support for Non-802.1X Architecture will allow early integration with Bank's existing network infrastructure without the need of any h/w and s/w upgrades required for 802.1X utilization.
- (c) Bidder`s/ OEMs expert team will be onsite till complete installation, implementation. Hardware and software provided as per the timelines and SLA levels and project signoff.
- (d) Solution shall provide forensic evidence on any unauthorized access activity within the network as follow: Event timestamp, network events in sequence, host info, IP address, MAC address, switch info, etc.
- (e) The proposed solution should support to monitor traffic from multiple segments simultaneously on a single appliance.
- (f) Solution should have built in capabilities to add exceptions for detections.
- (g) Solution shall support NTP server time synchronization.
- (h) Licenses should be considered based on registered asset to console at any given point of time, as-and-where-basis if applicable.
- (i) The bidder should have back to back arrangement with the OEM so that bank will be able to log a call with the OEM directly, whenever required.

(j) The bidder should have a 24x7 365 days support contact center in order to log the calls. The contact center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person’s name, number and designation in the company.

Capabilities	Requirement Description
<p>Agentless Visibility and Compliance – For corporate, BYOD, guest/contractor and IoT devices on the network.</p>	<p>The proposed NAC solution should not require endpoint agents for discovery, classification and for windows, mac and Linux posture assessment</p>
	<p>The Solution should use agentless approach for detection of unauthorized access via network activities analysis from the endpoints.</p>
	<p>The proposed NAC solution should do Endpoint inspection on windows, MAC/ ANDROID and Linux without an agent.</p>
	<p>administrative credentials or ssh key exchange</p>
	<p>The proposed NAC solution should also provide light weight agents which can be used to perform deep inspection on unmanaged windows, MAC/ ANDROID and Linux (e.g. BYOD); and can dissolve upon reboot</p>
	<p>Solutions should support agent and dissolvable agent method for performing endpoint profiling, base-lining, health check, isolate and initiate remediation process and must check the end device compliance before permitting access to the network.</p>



	<p>Solution should deliver customizable self-service portals as well as the ability to host custom web pages to ease device and guest on-boarding, automate endpoint secure access and service provisioning, and enhance the overall end-user experience inside business-defined workflows.</p>
	<p>Solution should verify endpoint posture assessment for PCs connecting to the network. Provides the ability to create powerful policies that include but are not limited to checks for the latest OS patches, antivirus and antispymware software packages with current definition file variables (version, date, etc.), registries (key, value, etc.), and applications. Solution should support auto-remediation of PC clients as well as periodic reassessment to make sure the endpoint is not in violation of company policies.</p>
	<p>The solution should provide network access solution for guests and visitors. The solution should support Captive portal based solution for these classes of users. These users should get a message if the compliance check on their machines fails.</p>
	<p>The solution should address vulnerabilities on user machines through periodic evaluation and remediation to help proactively mitigate network threats such as viruses, worms, and spyware by integrating with AV Server, Firewall, IPS etc.</p>
<p>Heterogeneous Support– For ease of deployment in existing network infrastructure. Should integrate with all major switch and wireless vendors.</p>	<p>The proposed NAC solution should provide ability to be deployed in existing network and security infrastructure without any need to replace/upgrade/update.</p>



	<p>A solution must not be a "point of failure" in network traffic flow; the failure of one or more components of the solution should not affect the organizational network's functionality.</p>
	<p>Solution shall monitor, detect, alert, report and provide remediation, recommendation for any unauthorized access using SPAN or mirror traffic.</p>
	<p>The proposed NAC solution should provide integration of network based devices via SNMP, CLI and Radius, etc.</p>
	<p>Solution should support all the industry standard protocols for detection & authentication.</p>
	<p>Solution should have centralized architecture with web or GUI based dashboard console to monitor, reporting, notification, maintaining and policy push for the registered users centrally.</p>
	<p>Solution shall support the remote access capabilities on its management interface via HTTPS or SSH access.</p>
	<p>Solution should support role-based administration such as Administrator, Database Reader and Read-only access users.</p>
<p>Granular Compliance Checks - For Windows, MAC, ANDROID and Linux</p>	<p>The proposed NAC solution should provide ability to run custom scripts and policies</p>
	<p>The proposed NAC solution should be able to use event driven properties for compliance checks</p>
	<p>The proposed NAC solution should provide Hardware/Asset Management information</p>



Post-connect Monitoring	The proposed NAC solution should be able to detect endpoint state changes (AV disabled, execution of an unauthorized application, etc.) and auto-remediation e.g. it should detect and disable unauthorized dual-homed endpoints. It should be done on a continuous basis rather than waiting for the next authentication event to happen.
	The proposed NAC solution should be able to detect and disable unauthorized dual-homed endpoints
	The proposed NAC solution should be able to reduces the risk exposure by acting quickly instead of waiting for the next authentication event
Real-Time, Granular Policy Engine - that responds immediately to an endpoint state change.	The proposed NAC solution should be able to reflect immediate endpoint change, and automatically trigger configured host or network actions (e.g. user disables AV – automate immediate actions like notify user, force restart, etc.)
	The proposed NAC solution should support intuitive if/then Boolean logic for policy customization
	The proposed NAC solution should provide User-Friendly policy management (policy search, policy updates, import/export policies, etc.)
Compliance Policies	The proposed NAC solution should be able to detect all open ports across all devices including but not limited to endpoints, servers, printers, IP cameras, switches, routers, VOIP devices, etc
	The proposed NAC solution should be able to detect all users (domain as well as local) including local admins across all endpoints
	The proposed NAC solution should be able to provide visibility to users logged in to multiple endpoints
	The proposed NAC solution should be able to provide capability to run custom scripts on Windows endpoints



	The proposed NAC solution should be able to provide capability to run custom scripts on Linux endpoints
	The proposed NAC solution should be able to provide capability to run custom scripts on Macintosh/ Android endpoints
	The proposed NAC solution should be able to provide complete hardware visibility for all endpoints, such as RAM, HDD, Monitor.
	Processor, Motherboard, network adapter, etc.
	The proposed NAC solution should be able to provide complete software/application visibility for all windows endpoints i.e. all applications installed with exact version details, all processes running, all services running, etc.
	The proposed NAC solution should be able to provide complete visibility for all external USB devices connected agentless (without requiring NAC agent)
	The proposed NAC solution should provide out-of-the-box IOC, Hash, Malicious files scanning to discover and mitigate threats from infected endpoints.
	The proposed NAC solution should provide out of the box integration with leading ATD and Threat Intelligence platforms (such as those from FireEye, Crowdstrike, Palo Alto, Checkpoint and McAfee etc.) for automating threat response.
	The solution must support at least the following IOC types for IOC scanning:
	<ul style="list-style-type: none"> • CnC Address (Command and Control URL)
	<ul style="list-style-type: none"> • Process (Process Name, Process Hash, Process Hash Type)
	<ul style="list-style-type: none"> • File Exists (File Name, File Path)
<ul style="list-style-type: none"> • Mutex (Mutex Name) 	
<ul style="list-style-type: none"> • Registry Key (Path, Value) 	
<ul style="list-style-type: none"> • Service (Service name) 	



	<p>The solution should provide out of the box visibility to Virtual Machine properties such as Boot Time, Virtual Machine Hardware, Virtual Machine is Orphan, Virtual Machine Peripheral Devices info, Virtual Machine Port Group, Virtual Machine Power State, Virtual Machine Usage CPU (one thousandth), Virtual Machine Usage Network I/O (KBps), etc.</p>
	<p>The solution should have intelligence to be able to identify all network devices such as routers, switches, printers, IP cameras, etc. which are still using factory default credentials (which comes configured on the product by default) on the network. It should be able to test factory default credentials for SSH, Telnet, SNMP, etc.</p>
	<p>The solution should be able to determine the OS patch and antivirus status of an endpoint and trigger a patch or update without the need for a client/agent.</p>
	<p>The solution should provide policies to address ransomware threats by providing ability to detect evaluate and respond to vulnerabilities and threats used by these ransomwares. Policies should provide organization instant visibility, options for a fast and simple response, and the ability to track and segment devices that cannot be patched or mitigated.</p>
	<p>The Solution should be able to enable and disable USB devices on a desktop using granular policy rules.</p>
	<p>The solution should be able to start and stop endpoint applications as defined by user-specific policy</p>
	<p>The solution should automatically detect heavily scanned services, and respond to it by either monitoring or blocking these services.</p>
	<p>The solution should detect service attacks, email worms</p>
	<p>The solution should be able to provide detection for disk encryption</p>
	<p>The solution should be able to provide detection for rouge cloud applications</p>
	<p>The solution should be able to provide detection for p2p software</p>
	<p>The solution should be able to provide detection for IM</p>

	<p>The solution should be able to provide detection for local guest account</p> <p>The solution should be able to provide detection for shared directories - non admin shares</p> <p>The solution should be able to provide detection for shared directories - admin shares</p>
<p>Integration with Bank Security Solutions</p>	<ul style="list-style-type: none"> • Integrate with IBM QRadar SIEM to receive security events and enrich them with NAC context. • Enable NAC-based response actions based on QRadar alerts (e.g., quarantine, restrict, or flag compromised devices). • Integrate with Symantec Endpoint Protection Manager to validate status of advanced protection components including Real-Time Protection, Firewall, SONAR, IPS, and related endpoint security services.
<p>Others</p>	<p>The solution should have a provision to support non-NAC capable hosts (i.e., printers, IP phones, IoT's etc.) based on different parameter and NOT using MAC Authentication Bypass (MAB).</p> <p>The solution must have tight integration out-of-the-box with latest Firewall technologies including but not limited to CheckPoint, Cisco ASA, Fortinet, Juniper SRX, Palo Alto Networks and Forcepoint Stonesoft etc.</p> <p>The solution should provide Role-based Traffic Control which offers granular enforcement of who can go where in your network. This is critical to provide multiple ways to enforce role-based network permissions -- either an out-of band technology for unmanaged switches or leveraging Access Control List (ACL) capabilities in managed switches.</p>



	The proposed NAC solution should have the capability to get integrated with Anti-APT solution and upon seeing a specific bad file like (.exe .pdf) trigger an action to contain the host and put it onto a remediation workflow.
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Contract Uptime

- i. During Period of contract, Company will maintain the services as per SLAs.
- ii. Any bugs and enhancement in services shall be rectified immediately.
- iii. Any requirements amendments/modifications required by bank will have to be carried out by the identified Company during the contract.
- iv. The maximum response time for a support/complaint from the site shall not exceed time defined, else it will fall under penalty clause.
- v. Company shall solve the software problem immediately after reporting of the problem by the Bank to the Company
- vi. Any rectification required in the Application Software due to inherent bugs in the System Software/ off-the-shelf software shall also be rectified by the Company, at no additional cost with timelines as defined in the SLA.

The Company shall guarantee an uptime of 99.99% during the contract period, which shall be calculated on yearly basis

Service Management

Uptime:

The company shall ensure the following SLA’s are met during the service life of the Application procured:

Uptime of the solution	99.99%
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Service Levels:

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

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

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

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

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

Penalty Clause

1. Uptime Penalty

Penalties shall be imposed in case the total uptime of the Setup/Solution during the Contract period is less than the committed uptime of **99.99%**.

- For every drop of **0.05%** below the committed Uptime, the warranty for the entire project shall be extended by **1 month** at no additional cost to the Bank.
- If the downtime percentage exceeds **2%**, or if the number of downtime occurrences is **more than 8 per year**, the Bank shall be within its rights to invoke the **Performance Bank Guarantee (PBG) of 5% of the total project cost** submitted by the Company, without any prior notice.

2. Penalties for Non-Compliance to Restoration and Resolution Time:

All penalty amounts below are expressed as a proportion of the **Annual Subscription Cost** (as paid 100% in advance per year per the Payment Schedule):

Severity Level	Restoration Breach	Resolution Breach
Severity-1	15 days of Annual Subscription Cost ÷ 365, for every 4 hrs of delay in restoration	15 days of Annual Subscription Cost ÷ 365, for every 1 day of delay in resolution
Severity-2	10 days of Annual Subscription Cost ÷ 365, for every 12 hrs of delay in restoration	10 days of Annual Subscription Cost ÷ 365, for every 2 days of delay in resolution
Severity-3	5 days of Annual Subscription Cost ÷ 365, for every 24 hrs of delay in restoration	5 days of Annual Subscription Cost ÷ 365, for every 3 days of delay in resolution

Note: The Annual Subscription Cost refers to the year-wise subscription amount paid 100% in advance as per the Payment Milestone Schedule. Penalties shall be computed against the subscription cost of the year in which the breach occurs.

3. Delivery Penalty



Without prejudice to the Bank's right to terminate this agreement or the related Purchase Order:

- In case of failure to deliver and/or install the solution within the stipulated timelines, a penalty shall be levied at the rate of 1% of the total Order Value per week of delay, up to a maximum of 4 (four) weeks from the original committed delivery date.
- Total Order Value for the purpose of this clause shall mean the aggregate of Hardware Cost (100%) and the Total Subscription Cost for all 3 years.
- Beyond 4 weeks of delay, the Bank reserves the right to invoke the 5% Performance Bank Guarantee of the total project cost submitted by the Company.
- Any extension of delivery date granted by the Bank at the request of the Company shall be conditional upon the Company extending the validity of the PBG for such additional period as required by the Bank, prior to the expiry of the original PBG. Failure to extend the PBG shall be treated as a breach of contract.

4. Payment Adjustment for Penalties

- Penalties due under this clause shall be **deducted from the outstanding payments** due to the Company, including the **20% hardware balance** (payable post-UAT) and/or **advance subscription payments** for subsequent years.
- If no outstanding payment is available for deduction, the Bank shall recover penalty amounts by invoking the **5% Performance Bank Guarantee**.
- All penalty deductions shall be applied within the **30 Working Day payment cycle** as defined in the Payment Terms.

Term and Termination.

This SLA shall become effective on the Effective Date and shall continue in full force and effect unless or until terminated by either party in accordance with the terms of this SLA.

This SLA and/or any Service Attachment may be terminated as follows:

- i. if a party makes an assignment for the benefit of creditors, file a petition in bankruptcy, commences any proceeding relating to it under any bankruptcy or similar statute, or there is commenced against such party any proceeding which shall be not dismissed in 30(thirty) calendar days, the non-assigning or non-filing party may terminate immediately upon giving notice to the other party.
- ii. By the non-breaching party, for material breach of this SLA and/or any Service Attachment and failure of the breaching party to cure such breach within 30(thirty) calendar days after receiving written notice of such breach from the non-breaching

- party;
- iii. By agreement between the parties.

Payment Terms

The Company must accept the payment terms proposed by the Bank as proposed in this section. Payment shall be made in Indian Rupees.

The Company's requests for payment shall be made to the Bank in writing accompanied by Original Invoice detailing the systems, software delivered, installed and accepted by the bank.

The payments shall be made after deducting applicable TDS within 30 Working days from the date of receipt of valid claims that are supported by original invoice, original Proof of Delivery (POD), acceptance by the bank and upon fulfilment of other conditions stipulated in the contract. The invoices and other documents are to be duly authenticated by Company. The Company therefore has to furnish the bank account number to where the funds have to be transferred for effecting payments.

Payments as per the schedule given below will be released only on acceptance of the order and on signing the SLA / NDA by the selected Company.

The Bidder must accept the payment terms proposed by the Bank as proposed in this section. The Payments shall be made on the achievement of the following project milestones:

Project Milestone	Payment (Incl. Of applicable taxes)
On delivery of Hardware	(80% hardware cost)
Installation/activation of licenses subject to signing of UAT by bank	(20% of hardware Cost)
Subscription cost	100% in advance for 1 st year
Subscription cost	100% in advance for 2 nd year
Subscription cost	100% in advance for 3 rd year

Note: Payment releases are subjected to submission of 5% PBG of total project cost and signing of SLA. And PBG has to be submitted once for all payments.

Assignment

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

Dispute Resolution

Any dispute controversy or claims arising out of or relating to this Master Agreement or any Service Attachment thereto shall be resolved amicably, by parties through negotiation. If the parties are unable to settle such dispute by negotiation within 15 days from date of receipt of notice by the affected party, parties shall opt for settlement by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under, as amended from time to time. The Arbitral tribunal shall comprise of three arbitrators, one arbitrator to be appointed by each party, and the third arbitrator shall be appointed by such arbitrators.

The cost of appointing the respective arbitrators shall be borne by the respective party, however the cost of appointing the third arbitrator shall be borne by the parties equally by both the parties.

The place of arbitration shall be _____ and the arbitration proceedings shall be conducted in English language."

Entire Agreement, Amendments, Waivers.

- i. This Master Agreement and each Service Attachment contains the sole and entire agreement of the parties with respect to the entire subject matter hereof, and supersede any and all prior oral or written agreements, discussions, negotiations, commitment, understanding , marketing brochures, and sales correspondence and relating thereto. In entering into this Master Agreement and each Service Attachment each party

- acknowledges and agrees that it has not relied on any express or implied representation, or other assurance (whether negligently or innocently made), out in this Master Agreement and each Service Attachment. Each party waives all rights and remedies which, but for this Section, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance.
- ii. Neither this Master Agreement nor any Service Attachment may be modified or amended except in writing and signed by the parties.
 - iii. No waiver of any provisions of this Master Agreement or any Service Attachment and no consent to any default under this Master Agreement or any Service Attachment shall be effective unless the same shall be in writing and signed by or on behalf of the party against whom such waiver or consent is claimed. No course of dealing or failure of any party to strictly enforce any term, right or condition of this Master Agreement or any Service Attachment shall be construed as a waiver of such term, right or condition. Waiver by either party of any default other party shall not be deemed a waiver of any other default.

Severability

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

Remedies Cumulative

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

Partnership / Collaboration / Subcontracting

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

prior written consent of the Bank

Confidentiality

All the Bank's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information etc. (hereinafter referred to as 'Confidential Information') which may be communicated to or come to the knowledge of the Company and /or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Company and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party nor shall use or allow to be used any information other than as may be necessary for the due performance by the Company of its obligations. The Company shall

indemnify and keep Bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking regarding Confidential Information by the Company and/or its employees and shall immediately reimburse and pay to the Bank on demand all damages, loss, cost, expenses or any charges that Bank may sustain suffer, incur or pay in connection therewith.

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

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

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

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

The restrictions mentioned hereinabove shall not apply to:-

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

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

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

Termination of Contract

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

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

For Convenience: BANK by written notice sent to the Company may terminate the contract in whole or in part at any time for its convenience giving 90 days prior notice.

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

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

For Non-performance: BANK shall have the right to terminate this agreement or/and to cancel the entire or unexecuted part of the related Purchase Order forthwith by a written notice in the event the company fails to deliver and/or install the solution within the

stipulated time schedule or any extension, if any, thereof agreed by the Bank in writing in its sole discretion OR the Company fails to maintain the service levels prescribed by BANK in scope of work OR fails to discharge or commits breach of any of its obligations under this Agreement.

If deductions on account of liquidated damages exceeds more than 10%.

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.

Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of bank within 30 days, termination will be effected .

Indemnity

- a. The Company 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 directly or indirectly 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 Company,
 - iii. Breach of confidentiality obligations by the Company,
 - iv. negligence (including but not limited to any acts or omissions of the Company, its officers, principals or employees) or misconduct attributable to the Company 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 company;
 - vii. Non-compliance by the Company with applicable Laws / Governmental /Regulatory Requirements. Provided however,

- a) BANK notifies the Company in writing immediately on being aware of such claim,
- b) The Company has sole control of its defense and all related settlement negotiations.

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

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

- b. Notwithstanding anything to the contrary contained in this agreement the company shall indemnify and hold the Bank harmless from and against any claims, losses, damages, liabilities or expenses (including legal fees of solicitor(s)/advocate(s)), up to the extent of actual loss suffered by the Bank, resulting from any of the acts or omissions of the Company, its officers, principals or employees in connection with provision of the services under this agreement or breach of any of the obligations of the Company under this agreement.

Right to Audit

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

The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India 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 Service Provider is required to submit such certification by such Auditors to the Bank.

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

Limitation of Liability

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

Relocation and Shifting

The relocation / Shifting, if any required, of all the quoted components shall be done by the Bank

at its own cost and responsibility. However, the Company shall supervise the de-installation and packing at the original site and re-installation at the new sites free of cost. The quoted components shall continue to remain within the scope of warranty for the transit period.

Force Majeure

- i. The Selected Company shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- ii. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractors fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, 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 Company regarding termination of contract or otherwise

Intellectual Property Rights

- 1.6 For any technology / software / product used by Company for performing Services for the Bank as part of this Agreement, Company shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Company.
- 1.7 Without the Bank's prior written approval, Company will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
- 1.8 Company shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement

of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

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

Corrupt and Fraudulent practice.

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.

“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.

“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.

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.

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

Governing Laws and Dispute Resolution

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

The Bank and the Company 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 and designated representative of the Company. If designated Officer of the Bank for and representative of the company are unable to resolve the dispute within reasonable period, which in any case shall not exceed _____ they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and the Company respectively. If even after elapse of reasonable period, which in any case shall not exceed _____, the senior authorized personnel designated by the Bank and the Company 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 arbitration.

All disputes/differences which may arise between the parties shall be resolved mutual and amicable settlement between the parties within 30 days from the date of receipt of a written notice raising such dispute by either of the party. In case there is no amicable settlement between the parties, the dispute or difference arising in relation to meaning or interpretation of terms and conditions, 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.

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:

Chief Information Security Officer

Information Security Department

Corporate Headquarters. 190001

The Jammu & Kashmir Bank MA Road, Srinagar

Following shall be address of Company for notice purpose:

Other Terms and Conditions

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

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

Agreed and signed on behalf of
Company's Authorized Signatory

Name.....
Designation.....
Place.....
Date.....

Witness (1):

Name.....
Designation.....
Place.....
Date.....

Witness (2):

Name.....
Designation.....
Place.....
Date.....

Agreed and signed on behalf of
J&K Bank Limited

Name.....
Designation.....
Place.....
Date

Witness (1):

Name.....
Designation.....
Place.....
Date

Witness (2):

Name.....
Designation.....
Place.....
Date

Annexure K: Undertaking

To
Chief Information Security Officer
Information Security Department
Corporate Headquarters, 190001
The Jammu & Kashmir Bank MA Road, Srinagar

Dear Sir,

Sub: RFP no: _____ for selection of bidder for Procurement, supply, installation, commissioning and maintenance of Network Access Control (NAC) Solution.

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide selection of bidder for Procurement, supply, installation, commissioning and maintenance of Network Access Control (NAC) Solution

to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

We have read, understood and accepted the terms/ conditions/ rules mentioned in the RFP including the conditions applicable to commercial evaluation method 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 State of J&K including Prevention of Corruption Act 1988 and PREVENTION OF CORRUPTION ACT, 2006 SVT (1949 A.D.)

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:

Seal and signature of the bidder

Annexure L: Know Your Employee (KYE) Clause

To

Chief Information Security Officer,

Information Security Department.

Corporate Headquarters

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

Dear Sir,

1. We on the behalf of _____ (name of the company) hereby confirm that all the resources (both on-site and off-site) working on the Bank's project ie. _____ (Name of the RFP) 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 _____ (Name of the RFP).”

Sign and seal of Competent Authority

Name of Competent Authority

Dated

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

Annexure M: Compliance Requirements

The solution should be in accordance with the security norms of RBI/NPCI/IRDAI/Card Associations (VISA, MasterCard, Rupay) from time to time. The Regulatory mandates by any regulator pertaining to the application or solution provided by the bidder has to be complied during the validity of contract period without any extra cost to the Bank.

2. The solution proposed has to be in strict compliance with extant Laws and Regulations like but not limited to IT Act 2000 read with IT Amendment Act 2008, Draft Master Directions of RBI Directions on Outsourcing, RBI Digital Payment Security Directions 2021, RBI Cyber Security Framework Circular Dated 2nd June 2016, NPCI Circulars and Directions.

3. As the Bank is opting for Managed Services Model, the bidder must ensure strict compliance with the Technology & Security Standards Viz. PCI-DSS, ISO 27001 ISMS or Equivalent Standard, ITIL Framework, DevSecOps, ISO 27018 Code of Practice for Personally Identifiable Information and other Software Development Standards.

4. The bidder shall ensure that a strong Project Governance Framework is put in place for

adequately addressing associated risks and measuring the success of the project at any given point of time. The same needs to be communicated as part of the RFP response along with the escalation matrix.

5. In case the bidder opts for providing the services via a Multi-tenancy environment, it must be protected against data integrity and confidentiality risks and against co-mingling of data. The architecture should enable smooth recovery and any failure of any one or combination of components across the managed services architecture should not result in data/ information security compromise.

6. The Bidder shall share the appropriate update and release cycles affecting the service features (Such as: Security, Continuity, legal and governance...etc.). The bidder must be flexible to align the same with the Banks Patch, Vulnerability and Change Management Processes.

7. The Bidder, as part of bid submission shall share the detailed information on how the Service Provider ensures and applies agile and rapid yet comprehensive risk management. This must include the Risk Control checking Methodology.

8. In case the Service Provider is proposing the solution on Virtualized mode, the Service Provider has to ensure that the controls are in place to guarantee that only authorized snapshots are taken, and that these snapshots level of classification and storage location and encryption is compatible in strength with the production virtualization environment. Besides, the Service Provider has to ensure that the complete logs of Virtualized environment that are provided to Bank are accessible to Bank.

9. The bidder shall provide the Bank with its Service Providers user list that will have access to the Bank's data; at any point throughout the duration of the agreement. Service Providers should also update the Bank with any change in the employee list.

10. The bidder shall ensure to submit the high-level/low level design document as part of the solution offering mentioning integration of the application with Banks Privileged Identity and Access Management Solution. The Bank shall be open to provide Identity Federated integration using SAML / OpenID / Open Auth, RADIUS etc.

11. The Admin & User Management Framework provided by the Service Provider must be in alignment with RBI's Authentication Framework for Customers, Privileged Accesses and other Internal Users.

12. The Service Provider must provide the Bank secure control for managing its identities (Including Identity Creation and Deletion / Modification & Termination).

13. The Service Provider shall ensure Authentication, Authorization, Accounting, Access control and logging (Format, retention and Access) meet the Bank's regulatory and legal requirements.

14. The Service Provider shall ensure that the logging is enabled for all activities including OS and, Application level for a period not less than 180 days online and then Backed up for the period of project. The Live logs as stipulated above shall as well be integrated with Bank's SIEM Solution.

15. The Service Provider shall have the information readily available on Location and time of access of the Service Provider Team.

16. The Service Provider shall ensure Micro-segmentation of Banks services. The Service Provider shall further shall ensure to put in place, in addition to the Infrastructure Security, the Application Layer Firewalls, conduct source code reviews prior to provisioning any application release, Adopt Secure web development best practices like OWASP secure development guidelines, Adopt OS and Applications security hardening best practices. Service Provider shall submit the source code audits reports mentioning closure of all identified vulnerabilities at yearly frequency to the Bank.

17. Service Provider shall ensure to conduct Periodic Vulnerability Assessment & Penetration testing of its Infrastructure and applications. The MPS shall ensure that these activities are done as part of Vulnerability Management and remediation program is defined, and it includes fixing the vulnerabilities based on priority. All vulnerabilities should be prioritized and must be fixed and patched within SLAs agreed upon by the Bank and the CSP in line with Banks Patch & Vulnerability Management procedure.

18. Service Provider shall ensure to follow a proper software development life cycle (SDLC) and that security is an integrated part in at least the following phases:

- a. Planning and requirements gathering
- b. Architecture and functional Design Phase Coding
- c. Testing
- d. Maintenance

19. The bidder shall ensure to adopt and is in compliance with Change Management and Incident Response Procedures as specified in (ITIL).

20. The Service Provider shall share its DR plan with Bank so as to ensure it matches the Bank's BCP requirements.

21. The Service Provider has the ability to retrieve and restore data following data loss incidents.

22. Service Provider to provide the Bank at least bi-annually with the DR testing reports. The reports should be comprehensive, covering from the exercise scope till the final outcome and recommendations.

23. Service Provider to ensure the DR solution is capable of maintaining the same levels of security measures and controls utilized in the normal operation mode.

24. Ensure that the DR solution is also owned and managed entirely by the Contracted Service Provider. Conducting DR Drills & DR compliances shall be the responsibility of Contracted Service Provider.

25. The Bidder shall ensure to meet the Maximum Time to Recover (MTTR) also known as RTO (Recovery Time Objective) of 3 Hours and Recovery Point Objective of Zero (0).

26. The Service Provider shall submit the data-segmentation and separation controls at each of the four main layers at the Service Provider: (1) Network, (2) physical, (3) system and (4) Application. The same must be kept updated and produced to the Bank as and when there are any changes or as sought by the Bank.

27. The bidder must be open for evaluation of each of the Data segmentation controls at each layer, as well as the number and type of controls at each layer every 6 months and after major system changes and upgrades.

28. The Service Provider shall ensure that data is encrypted at storage and in transit and in full compliance (at any given point in time) with Bank's Cryptographic Procedure, ISO 27001 and PCI-DSS Standard. The Databases must support the function of Encryption, Redaction/Masking and Comprehensive Audit Logging.

29. The Service Provider shall ensure that it is using a unique set of encryption key(s) for Bank. The unique encryption keys shall help protect data from being accessible in the event that it is inadvertently leaked from one Service Provider customer to another.

30. The Service Provider shall ensure to provide the "Exclusive" right to data ownership to the Bank throughout the duration of the agreement. The ownership includes all copies of data available with the Service Provider including backup media copies if any. The Service Provider is not permitted to use Bank's data for advertising or any other non-authorized secondary purpose.

31. The Service Provider shall contractually ensure that they inform the Bank "immediately" on any confirmed breach without any undue delay. The Service Provider shall ensure that Bank is notified within 4 hours of any "Suspected" breach from the time of breach discovery.

32. An "Exit Management Plan" must be put in place to define the rules of disengagement. Service Provider should provide the detailed description of the exit clause including agreed process, TAT for exit, data completeness and portability, secure purge of Bank's information, smooth transition of services, complete plan of how data shall be moved out from the hosted infrastructure with minimal impact on continuity of the Bank's operations.

33. It shall be responsibility of the service provider to ensure smooth transition of all the data of the Banks data including audit trails, logs, to Bank specified location/storage on the conclusion of services. It would be obligatory for the Service Provider not to delete any data without the written permission from the Bank.

34. Service Provider shall ensure to comply with the data and media destruction and sanitization controls as stipulated in Media Disposal and Sanitization Policies of Bank. The Service Provider shall further preserve documents as required by law and take suitable steps to ensure that Banks interests are protected, even post termination of the services. This would include ensuring full integrity data transition from service provider to alternate service provider or on premise setups.

35. The bidder shall ensure that the services are duly audited and certified by Cert-In Empaneled Audit Companies. The bidders are required to comply with requisite audit requirements as is specified under the security standards followed under the Information Technology Act and as stipulated by the Regulators from time to time.
36. Bank shall ensure that the Service Provider shall neither impede/ interfere with the ability of the Bank to effectively oversee and manage its activities nor impede the supervising authority in carrying out the supervisory functions and objectives.
37. The Service Provider shall ensure that the arrangement shall comply with all the policies of the Bank including, but not limit to, Information Security Policy, BCP, IT Outsourcing Policy, Incident Management Policy, etc. The service provider has to comply with all the laws/ regulations issued by RBI from time to time.
38. The Service Provider shall grant unrestricted and effective access to data related to the outsourced activities.
39. The relevant business premises of the Service Provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorized under law.
40. In case the technology/software platform/ hardware / infrastructure offered under the solution on hosted model reaches end of life / support during the contract period, the bidder has to ensure that the systems are either replaced or upgraded at their/bidders own cost without any disruption in the ongoing business transactions of the Bank.
41. Bidder shall not propose any solution/components which is near to end of life or end of support during the tenure of the contract.

Annexure N: OEM Authorization Form

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

No. _____ dated _____

Offer Reference No.: _____

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

Dear Sir,

Sub: RFP no: _____ for Supply, Implementation and Maintenance of Network Access Control Solution dated _____

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

We confirm that our business had a turnover exceeding Rs----- (Rupees -----) per annum in last three financial years.

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

In case the bidder 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 any other authorized Partner of ours..

Yours faithfully,
(Name)

For and on behalf of

M/s _____ (Name of OEM)

Annexure P: Undertaking of Information Security

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

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

Dear Sir,

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done).

Date:

Name and Designation of Signatory:

Name of Company:

Address:

Note: This form must be signed by authorized signatory.

