Online Request for Proposal (e-RFP)
For
Empanelment of Vendors for Supply, Printing & Personalization of Cards.

e-RFP Ref. No: JKB/CHQ/T&D/Empanelment-Vendor-Cards/2026-1815
Dated: 24-07-2026

Issued By
J&K Bank
Technology & Development,
Fifth Floor, Corporate Headquarters
M.A Road, Srinagar
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SCHEDULE OF RFP

Description	Details
RFP Reference No.	JKB/CHQ/T&D/Empanelment-Vendor-Cards/2026-1815 Dated: 24-07-2026
Date of Issue of RFP	27-07-2026
RFP Description	Empanelment of Vendor for Supply, Printing & Personalization of Cards
Issuer of the RFP-Department	Technology & Development Department
Bank's Communication Details	J&K Bank Technology & Development, 5th Floor, Corporate Headquarters, MA Road, Srinagar Mr. Mir Arif Phone No :+ 91- 9419042744 e-mail id - mir.arif@jkbmail.com
RFP Application Fee (Non - Refundable)	Rs.5000/-(Rupees Five thousand Only) to be deposited through Transfer / NEFT to the below detailed A/c: Account Name: Tender Fee/ Cost Account 16-digit Account No: 9931530300000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters
Earnest Money Deposit (EMD) (Refundable)	Rs.1,20,00,000/- (Rupees One Crore Twenty Lacs Only) to be deposited through transfer / NEFT to the following A/c with Bank details given as: Account Name: Earnest Money Deposit (EMD) 16-digit Account No: 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001
Performance Bank Guarantee	5% of Total Contract Value (Each of the successful bidder(s) (L1, L2 or otherwise as the case may be) shall submit the Performance Bank Guarantee in proportion to the value/ quantity of the contract awarded in accordance with para 7(Section C)

Bid Document Availability including changes/amendments, if any to be issued	Document can be downloaded on banks website and Bank's e-Tendering Service Portal https://jkbank.abcprocure.com/w.e.f July 24, 2026 16.00 Hrs. to August 17, 2026 17.00 Hrs.
Last date for pre-Bids queries & submission Mode	on-line through the prescribed e-Tendering portal https://jkbank.abcprocure.com August 03, 2026 17.00 Hrs.
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online on August 10, 2026
Last date and time for Bid	August 17, 2026 17.00 Hrs.
Submission of online Bids	As prescribed in Bank's online tender portal https://jkbank.abcprocure.com
Date and time of opening of technical bid	To be notified separately
Corrigendum	All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com only
For e-Tender related Queries	Service Provider: M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat Help Desk:

Help Desk:

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 have been made to include all information and requirements of the Bank with respect to the solution requested, this RFP does not claim to include all the information each bidder may require. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice/clarifications. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on it.

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

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

The Bidder shall, by responding to the Bank with a bid/proposal, be deemed to have accepted the terms of this document in totality without any condition whatsoever and accepts the selection and evaluation process mentioned in this RFP document. The

Bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP. All costs and expenses incurred by interested bidders in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by J&K BANK, will be borne entirely and exclusively by the Bidder.

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

List of Abbreviations

NPCI	National Payments Corporation of India
RBI	Reserve Bank of India
SFMS	Structured Financial Messaging System
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
SP	Service Provider
EMD	Earnest Money Deposit
SLA	Service Level Agreement
NDA	Non Disclose Agreement
SI	System Integrator
PO	Purchase Order
RFP	Request For Proposal
AMC	Annual Maintenance Contract
EMV	Europay, Mastercard, and Visa
CCTV	Closed-Circuit Television
TAT	Turnaround Time
NFC	Near Field Communication
CVV	Card Verification Value
IR	Infrared
PPKs	Pre-Printed Kit
IBA	Indian Banks Association
MIS	Management Information Systems
CQM	Card Quality Management
NCMC	National Common Mobility Card

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SECTION D-GENERAL TERMS & CONDITIONS

SECTION E-Annexures

A-INTRODUCTION

1. Brief About Bank:

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

2. Purpose of RFP

This Request for Proposal is being issued by the Bank for the empanelment of vendors for the procurement, processing, and personalization (embossing/indenting or any other method approved by the Schemes) of EMV contact cards, EMV contactless cards, dual interface cards, and image cards; printing of PIN/PPK mailers; and their dispatch, along with related services such as management, help desk activities, MIS, key exchange etc.

The bidder(s) shall be responsible for the end-to-end management and operations related to the supply, printing, and personalization of cards. The bidder(s) shall also be responsible for the complete migration of the existing setup, including all data, and for the design, development, hosting, integration, certification, operation, maintenance, monitoring, and support of the complete solution throughout the contract period.

The selected service provider shall ensure the implementation and maintenance of mandates issued by all regulatory bodies, associations related to the card industry, and applicable industry best practices, including stringent data security requirements for the services covered under this RFP. The selected service provider shall possess all required certifications for all cards from RBI, NPCI, VISA, MasterCard, and other regulatory and certifying bodies. The selected service provider shall ensure uninterrupted services to the Bank and, for this purpose, must maintain appropriate business continuity and backup plans. The selected service provider shall also migrate, if required, the existing card data to the proposed solution without any service disruption to existing customers. Further, the selected service provider shall ensure compatibility of systems, data formats, connectivity, and all other related aspects at every level for the successful implementation and operation of the services.

3. Eligibility Criteria

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

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

4. Scope of Work

A. Supply Requirement

i. The vendor(s) must ensure the following: -

a) Supply of EMV Chip Debit/Credit/Prepaid Cards, Dual interface contactless cards, Metal cards, NCMC etc. as per specifications/Artwork approved by the Bank, VISA, MasterCard, NPCI etc.
b) Embossing/ printing/ Chip embedding of these cards, for which Card Embossa file would be provided by the Card vendors in an encrypted form
c) Bidder must have a setup to receive the encrypted data from the switch vendors through API based approach /secured FTP channel or any other mode to be decided by the Bank without any manual intervention .
d) After personalization of cards, the bidder must have a mechanism in place to ensure that the sensitive data (carrier files, embossa files etc. that are used for card personalization) are deleted immediately and send a confirmation over email to the bank accordingly. Vendor should have mechanism to identify the duplicate embossa and delete immediately. Such duplicate embossa should not get processed by the application.
e) Rejected cards should be destroyed by successful bidder under camera surveillance and the Backup of the CCTV recording should be retained for a period of 3 months. Weekly report on the rejected cards should be made available to the Bank through mail, dashboard and portal.
f) Supply of stationery items required as per specifications.
g) Pasting the Cards on the face of their corresponding Welcome Letter so that the CVV number is not visible.
h) Packing of Cards along with insertions as per requirement.
i) Printing of collaterals for Bank (Detailed under section Details of Card Specifications and Collaterals) : Printed welcome letter, user manual, card pouch, envelope for

Card/PIN and Terms & Conditions etc. Stationary to be printed in colour. All the stationary items with Card termed as “Ready Kit”.

ii. Personalization Activities:

a) Card personalization of all types, e.g. Un-embossed, Embossed, Photo, EMV Chip, Metal cards, QR code on Cards and Dual Interface NFC & NCMC Cards etc as required by the Bank.
b) Issuance of Braille enabled cards with tactile features.
c) Bidder may also be required to supply other different variants of debit /credit /pre-paid cards including but not limited to the following types as per requirement of the Bank. The bidder should ensure necessary infrastructure for printing, personalizing, embossing, chip embedding and acquiring all these Cards with high volume output
   1. Image Cards.
   2. Photo (Image) plus data shared by the Bank.
   3. NFC Tags/Wearable.
   4. Metal cards.
   5. Recycled PVC Cards
   6. Any other version of debit cards to be launched by the bank in future. For example:, Biometric Cards, Dynamic CVV Cards, Smart Crystal – Clear Plastic with IR Blocking cards, Smart Touch – Varnish Cards, Smart Reflect Cards etc.
   7. Wearable form factor.
   8. Campus Cards.

d. Selected Vendor(s) to ensure proper mechanism in place to avoid any duplication of card personalization. In case of any misuse of Bank’s Card data, Vendor(s) will be solely responsible.
e. In case of any misprints due to problem in printer or any other reason attributable to the Vendor , Vendor shall arrange reprinting of the damaged misprinted PINs/ PPKs without any cost to the bank including cost incurred in dispatch of such PINs, if any. A log of such damaged PINs/ PPKs will be provided to the Bank
f. Welcome Letter personalization-The selected bidders have to print the customer details (such as Account number (masked) ,Customer name, Customer full address, Branch name, contact no., batch details, AWB no. – in case of direct dispatch of cards to customers etc.) on the welcome letter, print the card number (masked), in the space provided in welcome letter and the full branch address on the top right hand side.

iii.Dispatch Arrangement:

a) Ready Kit preparation/ Stuffing of card with collaterals (welcome letter, user guide, terms & conditions, pin (in case of physical pin) and other materials).

b) Arranging dispatch of card and collateral through reputed/leading courier service providers like DTDC, Delhivery, Bluedart etc / Speed Post of India (where courier delivery not feasible) directly to the customer address/Bank Branch.
c) The bidder shall provide card dispatch report/MIS to the Bank on daily basis.
d) Personalized Card to be properly pasted on the welcome letter. Vendor to ensure that only one envelop per Customer/branch per day for PINs/Re-PINs should be there.
e) The Vendor shall dispatch Non-Personalized Ready Kits in a lot of 50s or 100s or more as per the requirement of the Bank from time to time. The complete order (irrespective of number of non-personalized cards) for each branch has to be dispatched in one lot. However, the dispatch of Ready Kits for personalized EMV cards shall be as per orders from time to time.
f) The Card/Pin & welcome kit should be dispatched at the customer/branch location through reputed /leading courier service providers like DTDC , Bluedart etc Speed Post of India (where courier delivery not feasible), within below Turn Around Time (TAT) on receipt of data from Bank ensuring
OTP Secured delivery to customers.

Personalized Cards/PIN…….48 hours

Non-personalized cards/PIN….24 hours

Urgent Cards/PIN…..12 hours

The Bidder shall endeavour to provide cards/PINs with a shorter TAT and the same may be indicated in the Bid. In case of any surge in data, TAT will be mutually discussed and agreed by bank and bidder.

iv. PIN Delivery:

a) Bank is having Green PIN facility to its customers for generation of PIN by customers themselves on Bank's ATMs/Mobile Banking application. For such cases vendor is required to dispatch only card along with the stationary ready kits to the Customers/ branches and provide MIS for the same. For physical pin cases, vendor should ensure dispatch of cards and pins separately for personalized cards. Personalized Card will be dispatched either to branches or customer's address as per the directions of the bank and physical PIN for these cards is to be sent to respective Branch/Customer address separately as directed by bank. Non- Personalized cards along with pins for cards will be dispatched to the branches/ZOs.
b) Arranging gumming, stuffing and dispatch of PIN mailers through reputed/leading courier service providers like DTDC, Delhivery, Bluedart etc / Speed Post of India (where other courier delivery not feasible) directly to the Bank's Branches/ Zonal Offices or to Customer's address as per the requirement.
c) Card Personalization vendor to manage undelivered PINs, vendor to dispatch PINs as per SLA.

d) The PINs/ PPKs /re-PINs printed will be sorted branch-wise and related to each branch will be packed in a "PIN/ PPK packet". These will be dispatched to branches under a covering letter. The covering letter will bear a serial number branch-wise and year-wise to enable our branches to track receipt of all PINs/ PPKs for their branches.
e) Bidder must provide Dispatch Reports containing details of the cards & welcome kit dispatched to the Bank within 24 hours from dispatching the card/kits.
f) Bidder must have the capability to maintain the records of the cards/ welcome kit personalized and dispatched to various destinations / branches, including details of card serial number, postal receipt no., card/ welcome kit returned if any, etc. The bidder should be able to provide the Bank with the required details in any format required / specified by the Bank.
g) Disputes regarding dispatch / delivery of cards & welcome kit would primarily be handled and resolved by the bidder.
h) Returned consignment should be returned to the Bank at specified address. The bidder shall maintain a proper record of such returns with specific reasons and re-dispatch these cards / consignments after remedial measures are complied with, duly recorded, without any extra charge to the Bank.
i) The Vendor should track the movement of consignment till delivery and provide status to bank on daily basis. An (API) interface should also be put in place by the vendor with Bank Card Management System (Debit and Credit) for tracking.
j) Returned consignment in case of Non-Personalized Cards/Physical Pin should be returned to vendors Address & Personalized Cards should be returned to respective Branch/ZO. The vendor shall maintain a proper record of such returns for specific reasons and re-dispatch these cards / consignments after remedial measures are complied with, duly recorded, without any extra charge to the Bank. In all cases where reasons of return are attributed to the Vendor, postage charges shall also be borne by the Vendor.
k) Bidder must comply with all the guidelines laid out by RBI & other regulatory authorities without no extra cost to the Bank.

B. Compliance & Approvals :

a) The activities are required to be carried out by the bidder strictly in conformity with the guidelines laid down by MasterCard, Visa and NPCI within India.
b) Bidder shall ensure timely certifications of NPCI, MasterCard, VISA or any other agency as and when the technicalities of EMV Chip profile changes/contactless technology changes or as per the Bank requirement without any additional cost to the Bank.
c) Bidder shall comply with all guidelines received from time to time from RBI, IBA, NPCI, MOF, UIDAI and any regulatory/ Govt. entity without any additional cost to the Bank.
d) Obtain approval of design and product from MasterCard, Visa, NPCI and Any other card association membership which Bank may become a member in future.
e) Provide the keys as per MasterCard, VISA & NPCI requirements as applicable and assist the Bank in the key exchange process and bidder/s will bear all relevant costs for the same.

f) Bank may ask the selected bidder to prepare & submit sample open artwork files as and when required. The final artwork approved by the Bank will be property of the Bank.

C. Quality Control :

a) Supply of good quality MasterCard, Visa, NPCI approved plastic card and personalization/ encoding, EMV Chip embedding, embossing, indenting, and printing of CVV2 value as per data supplied by Bank. Milling and embedding the Chip/dual interface on the card as per RuPay standards for RuPay cards and MasterCard standards for MasterCard and VISA standard of VISA card as applicable.

b) Quality control checks:
At file level - name convention, Duplicate file, file format, Mandatory field check;
At Record level - Proper pin code, Account transfer cases and De-dup check, address check.

c) The Bank, if required would have the discretion of carrying out a random-sample test checking (Peel Test, Bend Test, Torsion Test, Corner bend Test and any other type of test related to card quality) of the cards being supplied to ascertain their quality. Test checking of Cards by the Bank may be carried out at the premises of the vendor or elsewhere, at any interval it deems fit, where the quality of the cards may be checked according to the international Test Methods specified under PCI.

d) All card affixing to welcome letters shall be carried out only through automated machines, with system-enabled duplicate detection and error validation controls, to ensure accuracy and eliminate any possibility of incorrect or duplicate affixing.

D. Connectivity

a) The Bidder shall provide API interface/SFTP (with encryption) or any other mode of secure communication with digital signature / encryption & decryption for download and upload of customer data/Embossa and Pin data from DCMS/CCMS and upload of MIS. It is the sole responsibility of the vendor to set up the connectivity with Switch vendors (Debit,Credit) and Associations as per the requirement, without any additional cost to bank. The redundant connectivity has to be provisioned by the bidder with bank, credit and debit switch vendors and Associations as required, and the cost of which shall be borne by the bidder.

b) Keys for encryption should be securely kept and approved processes of NPCI, MasterCard, and VISA should be followed.

c) The Bidder will also be required to interface their solution to the Bank's Email Messaging System and SMS gateway solution (for sending alerts). Costs charged by SMS aggregator for this purpose will be borne by the Bank. SMS shall be sent to the card applicant regarding dispatch of card to his registered mobile number. SMS to be sent either on generation / dispatch as directed by bank. Bank will provide details of SMS templates including special characters.

d) Costs of software/ modifications for existing as well as new cards introduced by Bank in future based on the new products launched by Bank from time to time, connectivity etc. will be borne by finally selected Bidder at no extra cost to the Bank.
e) The Bidder should provide a web-based facility for tracking complete cycle of card/PIN till delivery.
f) The Bidder should integrate their MIS for online tracking the Date of personalization, date of dispatch, Dispatch number and delivery status with Debit and Credit Switch Vendors at no additional cost to Bank.
g) During the contract period, any shifting or re-location of bidders premises DC or DR etc., bidder should ensure no interruption for services is affected during this period and the expenditure towards such shifting shall be borne by the bidder. In case of any infrastructural or other changes at Bank's end due to this effect, the expenses shall be borne by the Bidder.
h) Bidder to ensure proper migration plan in case Bank's switches are migrated to a new version/platform/vendor. All the activities towards the shift over are to be carried out by the bidder at no extra cost to the Bank.

E. MIS Requirements

a) MIS and Daily Dashboard for all the cards/Pins personalization, dispatch details, Delivery details, postal returns etc. to be provided to the Bank on a daily basis in the format as per requirement of Bank. Data storage of MIS files, dispatch details etc. should be available for three years or the extended period as the case may be.
b) Daily report of cards dispatched/Delivery to be uploaded by vendor with soft copy of acknowledgement/ challan from India Post / Courier agency
c) Bidder is required to provide following MIS reports in softcopy as per the periodicity mentioned:
    I. Card/Pin personalization report (Daily)
    II. Dispatch details with tracking number details (daily)
    III. Card plastic and stationery stock report (weekly, ist day of every month)
    IV. Stock certificate to be submitted after every financial year end also.
    V. Any other related report required by the Bank as per the requirement.

F. Penalty

a) The bidder shall comply with all applicable guidelines, circulars, and regulations issued by the Reserve Bank of India (RBI), Card Associations and other relevant regulatory authorities, at no additional cost to the Bank, in relation to the scope of work defined in this RFP.
b) Suitable penalty will be levied for:
    I. Delay in transmission of input files post QC, per card per day.
    II. Delay in personalization and handing over the same to Speed Post or Courier, per card per day.
    III. Non-adherence to QC, per card.

IV. Delay in uploading data for Contact Centre/non-updating in Web tracking tools, per day.
V. Uploading of incorrect data.
VI. Wrong dispatch of Cards and PIN/PPKs per instrument.
VII. Delays in RTO cards re-dispatch.
VIII. Delay in Re-PIN/ PPK dispatch.
IX. Delay in making changes as required by Bank in QC and other areas per day.
X. Wrong processing, re-processing of Data submitted by Bank Penalty structure shall be defined in SLAs with selected card vendors

Details of Card Specifications and Collaterals

The Contact Cards should have the following specifications.

➢ 16 K or higher DDA Java/MULTOS with Chip Gold Compliant to ISO/IEC 7816 standards and latest in the industry.

➢ Physical Card ID1 format.

➢ PVC Material with 800 micron thickness with maximum variation of 5%.

➢ Microprocessor based IC Card Minimum 16KB EEPROM/FLASH or higher.

➢ CPU: 16-bit or 32-bit Secure Controller.

➢ RAM :12 KB or higher.

➢ Secure Hardware Crypto Coprocessor.

➢ Memory secure encryption for RAM ROM and EEPROM.

➢ Counter Measures against side channel attacks (SPA & DPA).

➢ Write Endurance should be 500000 cycles or higher.

➢ Data Retention period more than 10 years.

➢ Unique ID for each chip.

➢ OS should be hard masked on ROM or FLASH.

➢ OS should be Java 2.2.x or higher/MULTOS 4.3 or higher

➢ Global Platform 2.2.x or higher version/MULTOS 4.3 or higher

➢ EMV Authentications Methods Supported – DDA/CDA.

➢ Support for EMV financial applications using Chip and PIN.

➢ Validity of the chip shall be as per validity of LOA from scheme as on the date of supply.

➢ VISA VSDC2.8.x or higher.

- ➢ MasterCard – M/Chip4 or M/Chip Advance.
- ➢ Latest version for RuPay Cards.
- ➢ Magnetic Stripe: HICO 2750 Oersted. ISO standards for Encoding, location of Track 1, 2 & 3
- ➢ Peel strength should be as per CQM standards.
- ➢ Contactless Cards ➢ ISO 14443 Standard compliant.
- ➢ Protocols supported: Contactless Type A/Type B Mifare Desfire EV1.
- ➢ Chip security standards compliant.
- ➢ Global Platform 2.1.x or higher version/MULTOS 4.3 or higher.
- ➢ OS should be Java 2.2.x or higher/MULTOS 4.3 or higher.
- ➢ Finger print Match on card for Biometric cards.
- ➢ Communication Protocol: T=0, T=1, CL Type A, CL Type B.
- ➢ PKI/Digital Signature.
- ➢ Minimum 8 bit CPU.
- ➢ Secure Hardware Crypto Coprocessor.
- ➢ Memory 16K or higher.
- ➢ RAM minimum 8 KB.
- ➢ Write Endurance: Minimum 500000 cycles.
- ➢ Data Retention period as per card schemes.
- ➢ Operating Distance: 45 mm – 50 mm
- ➢ Frequency: 13.56 MHz.
- ➢ Support for EMV financial applications.
- ➢ Multi-application loading capability for Combo Cards.
- ➢ Random UID.
- ➢ Secure Channel Protocol.
- ➢ Bit-wise anti-collision.
- ➢ 7 Bytes unique identifier cascaded.
- ➢ Data encryption on RF Channel as per EMV Standards.
- ➢ Authentication on application level.
- ➢ Self-securing file system.

➢ Transaction oriented automatic anti-tear mechanism.

➢ Peel strength should be as per CQM standards.

➢ The proposed inlay should be manufactured using a chip module with embedded copper wire or inductive technology.

➢ Capability to support multiple e-governance and transit applications/NCMC /qSPARC card, Debit cum Credit Card (combo card)/Photo Card. NFC TAGS:

➢ NFC Tags should be compatible with payment and multi-applications.

➢ NFC Tags should be compliant to ISO 14443 standards.

➢ NFC Tags should be certified with Paywave (VISA), PayPass (MasterCard).

➢ Reading distance according to EMV Co contactless requirements.

➢ Stickers

➢ Small Form Factor on ID1 card should support and conform to scheme standards.

➢ Efficient adhesive

➢ Should be compatible with all major handsets.

Collaterals With Four Colour Printing

Sr No	Particulars	Specifications
1	Card Carrier / Welcome letter	Length 29 cms (A4) Breadth 21 cms Paper GSM 90 GSM. 4 colour printing
2	Card Pouch	Length 9 cms Breadth 6 cms Paper GSM: 130 GSM Outside Laminated, -, water resistant. 4 colour printing
3	Welcome kit Envelope	Length 23 cms Breadth 11.5 cms Paper GSM: 90 GSM Outside Laminated Tape be affixed on flap. 4 colour printing

4	Brochure (manual) / Welcome booklet	Length 21 cms (pages 25 printed both side) Breadth 8.5 cms Paper GSM: Cover-130GSM/ Coated Text-90Gsm/ Coated. 4 colour printing
5	PIN MAILERS	Length 24.3 cms. Breadth 9.4 cms. Paper GSM: 70 GSM upper layer and 80 GSM lower. Single colour printing .
6	WINDOW PIN ENVELOPES	Size 28 cmX 12.7 cm No. of windows: 1/2 Paper GSM: 90 GSM/ Butter Paper. Printed & laminated Envelope (130 GSM) for PIN/PPK Dispatch in bulk, to branches. Tape be affixed on flap. Single colour printing

Important Note: The Bank is currently in the process of migration of Debit Switch to a new platform, until the debit switch migration is complete, the successful bidder(s) shall facilitate Generation and Printing of PINs (HSM Based) for Contactless / Dual interface cards in a premises / location separate from the card personalization bureau with all security systems necessary for such jobs.

As a service to the Bank, the bidder shall provide Card Management System services to take care of generation of required embosa files for new card requests & duplicate card requests, reprint requests, the CMS service should be able to generate PAN numbers as per parameterized logic and should also generate upload files to be uploaded into the FIS Debit Switch of the bank as per the required formats . . The Bank and the Bidder shall utilize the Bank's/ Bidder's SFTP server for exchange of service requests batch files / revert files.

The above services to be provided till the new DCMS is implemented by the bank.

5. Location of Work

The successful bidder(s) shall be required to work in close co-ordination with various bank's business & IT Banks teams located at sites like Bank's Corporate Headquarters , Data Centre in Noida , DR Mumbai etc.

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

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

3. **DR Mumbai**
   CtrlS Data Center,
   Mahape, Navi Mumbai, Maharashtra, 400701

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

6. Invitation for Tender Offer

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

The prospective bidders are advised to note the following: The interested bidders are required to submit the Non-refundable RFP Application Fees of ₹5000 by way of NEFT, details of which are mentioned at clause of Earnest Money Deposit in Part C.

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

7. Project Delivery Milestones

The services as per the required scope needs to be rolled out as per the delivery timelines mentioned. The phases of the Schedule are as follows:

PROJECT PHASES:

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

1. Project Plan :

Successful Bidder shall submit the project plan alongwith the complete set of activities required for the deliverables as per the scope of work detailed in the RFP and other required documents.

This plan should be submitted for review and bank's acceptance within two weeks after the issuance of PO to the successful bidder.

Bank shall issue a Project Plan signoff accepting the same. It shall be the responsibility of the successful bidder to submit and get the plan approved by the Bank's team within the timelines mentioned above without any delay. Bank shall have the discretion to cancel the purchase order in lieu of delay in submission of the project plan.

2. Delivery Milestones

The implementation must be carried out as per project scope within a period defined in this RFP. Rollout of the services has to be as per the below timelines:

S.No	Milestone	Timeline
1	Issuance of PO	Week 0
2	Submission of Project Plan Documentation	2 Weeks from issuance of PO
3	Signing of SLA & NDA	4 Weeks from the Issuance of PO
4	Provisioning of all subscribed services.	Within 6 Weeks from the acceptance of Project Plan by bank
5	Deployment and Implementation of all the services in scope	8 weeks after completion of provisioning
6	Final Migration and training	Within 6 Weeks from deployment of the services
7	Testing and Go-live	4 weeks after completion of migration and training

Successful bidder is expected to provide detailed project implementation status on weekly basis.

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

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

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

EXTENSION OF DELIVERY SCHEDULE:

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

NON-DELIVERY:

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

3. **USER ACCEPTANCE TESTING:**
   Successful bidder shall assist Bank in the User Acceptance Testing of the services for the functionalities stated in this RFP document. Bank shall issue a UAT signoff on successful completion of the testing . If the testing fails or there is undue delay of the completion of the UAT due to reasons attributable to the successful bidder, Bank may at its own discretion cancel the purchase order and invoke the Performance Bank guarantee.

4. **OPERATIONALIZATION OF SOLUTION:**

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

5. **REVIEW:**

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

B-EVALUATION PROCESS

The endeavor of the evaluation process is to find the best fit Solutions as per the Bank's requirement at the best possible price. The evaluation shall be done by the Bank's internal committees formed for this purpose. Through this RFP, Bank aims to empanel vendor(s) for **Supply, Printing & Personalization of Cards.** The bidder shall be entrusted with end to end responsibility for the delivery of the services under the scope of this RFP. The bidder is expected to commit for the delivery of services with performance levels set out in this RFP.

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

Stage A. Evaluation of Eligibility

Stage B: Technical Evaluation

Stage C. Commercial Evaluation

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

Stage A-Evaluation of Eligibility

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

Stage B-Evaluation of Technical Bid

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

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

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

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

Stage C- Evaluation of Commercial Bid

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

i. Commercial Bid of only those bidders will be opened who comply with all the eligibility criteria, qualify the technical evaluation stage and confirm compliance to all the terms & conditions and requirements of the RFP document.

ii. The Bank's evaluation of the indicative commercial bids will consider the bidder's compliance with the terms and conditions.

iii. The offer must remain valid for a period of at least 180 days from the date of the tender opening.

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

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

C-RFP SUBMISSION

1. e-Tendering Process

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

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

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

2. Service Provider:

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

Help Desk:

Sr No	Name	Contact No
1	Sandhya Vekariya	6352631968
2	Suraj Gupta	6352632310
3	Ijlalaehmad Pathan	6352631902
4	Imran Sodagar	9328931942

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

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

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

3. RFP Fees

The non- refundable RFP application fee of Rs. 5000/- is required to be paid by the prospective bidders through NEFT as per the following details:

Bank Details for RFP Fees	
Account Number	9931530300000001
Account Name	Tender Fee / Cost Account
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR 5000/=

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

4. Earnest Money Deposit

Prospective bidders are required to submit Earnest Money Deposit (EMD) of INR 1,20,00,000 (Rupees One Crore Twenty Lacs Only).The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank in India (other than Jammu & Kashmir Bank). The Bank will not pay any interest on the EMD. The bidder can also submit the EMD through NEFT as per the following details:

Bank Details for Earnest Money Deposit	
Account Number	9931070690000001
Account Name	Earnest Money Deposit (EMD)
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ

Amount	INR 1,20,00,000/=

If EMD is directly credited to designated account, proof of remittance of EMD in the designated account should be enclosed with the technical bid.

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

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

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

The EMD made by the bidder will be forfeited if:

a. The bidder withdraws his bid before processing of the same.

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

c. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.

d. if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool.

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

The EMD will be refunded to:

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

b. The Unsuccessful Bidder(s), only after acceptance of the PO by the selected bidder.

5. Performance Bank Guarantee (PBG)

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

6. Tender Process

I. 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.

II. 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

III. 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.

IV. 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. Eligibility & 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.

V. 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.

VI. L1 vendor shall be arrived at through Online Reverse Auction (ORA) . After ORA, if there is a large variance in the prices quoted, Bank reserves the right to call the successful bidder for a price negotiation.

VII. 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.

VIII. If the service provided by the vendor(s) 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.

IX. 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.

X. 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 (L2) matches the rate fixed. Also during the period of the contract due to unsatisfactory service, Bank will have the right to cancel the contract and award the contract to other participating vendors.

7. Parallel Contracts

1) Award of Contract for cards: Bank shall have the right to split the contract between two vendors. Bank will approach L2 bidder for matching of prices of L1 bidder. If L2 is willing to match, L2 will also be shortlisted for onboarding. If L2 is unwilling to match price, Bank will approach L3, L4 etc. to match the price of L1 till Bank gets two bidders for onboarding. Bank will ask written communication from each bidder who is willing to match the price of L1 and take confirmation on their letter head duly signed by authorized signatory. Bidder matching the L1 price should also match the breakup given by the L1 bidder.

Bank will onboard two vendors subject to submission of Performance Bank Guarantee mentioned in the RFP within the stipulated period, and purchase order will be issued as per the requirement of the bank for the required services.

Contract shall be split among both the selected bidders in the ratio of 70:30.

2) Award of contract for Logistics Management
The entire logistics management contract shall be awarded to the L1 bidder. L1 bidder shall be responsible for managing the complete end to end logistics of all Cards dispatched through all print vendors empanelled by the Bank. The Bidder shall arrange pickup of consignments from the respective print vendor locations and ensure secure, timely, and seamless delivery to the intended recipients across India

However, the Bank reserves the right, at its sole discretion, to split the contract among more than one bidder.

8. Bidding Process

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

a. Confirmation of Eligibility Criteria
b. Technical Bids (TB) including and
c. Commercial Bid" (CB).

i. The mode of submission of Confirmation of Eligibility Criteria, Technical Bids and Commercial Bid (CB) shall be online.
ii. The Bidders who qualify the Eligibility Criteria & Technical Evaluation will be qualified for commercial bid evaluation. The successful Bidder will be determined based on the Lowest Commercial Quote (L1) after reverse auction as per the stated Commercial Evaluation process.
iii. Bidders are permitted to submit only one Bid and relevant Commercial Bid. More than one Bid should not be submitted.
iv. 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.
v. Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount / Bank Guarantee in lieu of the same should accompany the Bid. Bidders, who have not paid Cost of RFP and Security Deposit (EMD amount) will not be permitted to participate in the bid and bid shall be summarily rejected.
vi. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder'
vii. 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.

viii. No rows or columns of the tender should be left blank. Offers with insufficient information are liable to rejection.

ix. 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.

x. Bank reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

xi. Modification to the Bid Document, if any, will be made available as an addendum/corrigendum on the Bank's website and Online tendering portal.

xii. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders' queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly visit Bank's website or online tendering portal to get themselves updated on changes / development in relation to this RFP.

xiii. Prices quoted should be exclusive of GST.

xiv. Applicable taxes would be deducted at source, if any, as per prevailing rates.

xv. The price ("Bid Price") quoted by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.

xvi. During the period of evaluation, Bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation.

xvii. The Bank's decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.

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

9. Deadline for Submission of Bids:

i. Bids must be received at the portal and by the date and time mentioned in the "Schedule of Events".

ii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted at the portal by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

iii. Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.

10. Bid Validity Period

i. Bid shall remain valid for duration of 06 calendar months from Bid submission date.

ii. The offer must remain valid for a period of at least 180 days from the date of conclusion of the RA/ORA.

iii. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

10. Bid Integrity

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

11. Cost of Bid Document

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

12. Contents of Bid Document

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

ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder’s risk and responsibility of Bidders and shall be summarily rejected

iii. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

13. Modification and Withdrawal of Bids

i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received at the portal, prior to the deadline prescribed for submission of Bids.

ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

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

14. Payment Terms

The invoices raised by the selected bidders(s) will be verified and paid by bank. No advance payments will be made. Payments for cards and allied Products/Services will be made on monthly basis in arrears after tax deduction at source.

Bank shall make payment within a reasonable time of undisputed invoices from the date of receipt of invoice.

Price shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons.

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

i) Post Signing of Service Level Agreement (SLA) between Bank and Successful bidder.
ii) Post Signing of Non-Disclosure Agreement (NDA) between Bank and Successful bidder.
iii) No advance payment will be made on award of the contract.
iv) All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
v) Payments will be withheld in case of Non-compliance of the terms and condition of this RFP.
vi) Invoices shall be raised after completing the milestone & confirmation/sign off of same by the Bank.
vii) Post Successful Completion of Onboarding Assessment by the Bank.

D-GENERAL TERMS & CONDITIONS

1. Standard of Performance

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

2. Indemnity

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

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

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

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

3. Cancellation of Contract and Compensation

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

a. The selected Bidder commits a breach of any of the terms and conditions of the RFP/contract.

b. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
c. Failure to deliver and/or install the equipment within the stipulated time schedule or the extended date communicated by the Bank.
d. Breaches in the terms and conditions of the Order.
e. Non submission of acceptance of order within 7 days of order.
f. Excessive delay in execution of order placed by the Bank.
g. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
h. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

4. Liquidated Damages

- If bidder fails to make delivery or perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the total project cost for delay of every 1 week or part thereof maximum up to 10% of contract price. Once the maximum is reached, Bank may consider termination of Contract pursuant to the conditions of contract.
- Bank reserves the right to impose / waive any such penalty.
- Part of week will be treated as a week for this purpose.
- The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order

5. 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.

6. Right to Audit

Bank reserves the right of regular and continuous monitoring of the Services provided by the Service Provider(including sub-contractors) and shall conduct an audit/ ongoing audit of the services.

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

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

Bank shall ensure audits are done annually or at any frequency mandated by regulator or internal board approved policies of the bank with atleast a prior notice of 30 days , bank shall not engage any competitor to conduct audit of Service Provider and all reasonable measures related to confidentiality , non-disruption of Service Provider's business operations shall be exercised by the bank.

7. Force Majeure

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

8. Publicity

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

9. Amendments

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

10. Assignment

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

11. Applicable law and jurisdictions of court

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

12. Resolution of Disputes and Arbitration clause

The Bank and the Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank for **Empanelment of Vendor(s) for Supply, Printing & Personalization of Cards** and designated representative of the Bidder. If designated Officer of the Bank 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 a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and the venue of the arbitration shall be at Srinagar. The language of the arbitration proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.

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

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

14. 'NO CLAIM' Certificate

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

15. Cost and Currency

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

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

16. No Agency

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

17. Project Risk Management

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

18. Information Security

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

b. The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises.

c. The Successful Bidder acknowledges that J&K Bank 's business data and other proprietary information or materials, whether developed by J&K Bank or being used by J&K Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to J&K Bank; and the Successful Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Successful Bidder to protect its own proprietary information. Successful Bidder recognizes that the goodwill of J&K Bank depends, among other things, upon the Successful Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Successful Bidder could damage J&K Bank. By reason of Successful Bidder's duties and obligations hereunder, Successful Bidder may come into possession of such proprietary information, even though the Successful Bidder does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract/Agreement. Successful Bidder shall use such information only for the purpose of performing the Service(s) under the Contract/Agreement.

d. Successful Bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by J&K Bank, whichever is earliest, return any and all information provided to Successful Bidder by J&K Bank, including any copies or reproductions, both hardcopy and electronic.

e. That the Successful Bidder and each of its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses. Without limiting the foregoing, the Successful Bidder and its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses.

f. The Successful Bidder shall certify that to the knowledge of the Successful Bidder, there has been no security breach or other compromise of or relating to any information technology and computer systems, networks, hardware, software, data, or equipment owned by the Successful

Bidder or its subsidiaries or of any data of the Successful Bidder's, the Operating Partnership's or the Subsidiaries' respective customers, employees, suppliers, vendors that they maintain or that, to their knowledge, any third party maintains on their behalf (collectively, "IT Systems and Data") that had, or would reasonably be expected to have had, individually or in the aggregate, a Material Adverse Effect, and

g. That the Successful Bidder has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to its IT Systems and Data;

h. That the Successful Bidder is presently in compliance with all applicable laws, statutes, rules or regulations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification. Besides the Successful Bidder confirms the compliance with Banks Supplier Security Policy.

i. That the Successful Bidder has implemented backup and disaster recovery technology consistent with generally accepted industry standards and practices.

j. That the Successful Bidder and its subsidiaries IT Assets and equipment, computers, Systems, Software's, Networks, hardware, websites, applications and Databases (Collectively called IT systems) are adequate for, and operate and perform in all material respects as required in connection with the operation of business of the Successful Bidder and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants.

k. That the Successful Bidder shall be responsible for establishing and maintaining an information security program that is designed to:

   - Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and

   - That the Successful Bidder will notify Customer of breaches in Successful Bidder's security that materially affect Customer or Customer's customers. Either party may change its security procedures from time to time as commercially reasonable to address operations risks and concerns in compliance with the requirements of this section.

l. The Successful Bidder shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of Personal Data and/or use, access, copying, exhibition, transmission or removal of Bank's Confidential Information from Companies facilities. Successful Bidder shall promptly provide Bank with written descriptions of such procedures and policies upon request. Bank shall have the right, upon reasonable prior written notice to Successful Bidder and during normal business hours, to conduct on-site security audits or otherwise inspect Companies facilities to confirm compliance with such security requirements.

m. That Successful Bidder shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the Client Data, and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are no less rigorous than those maintained by Successful Bidder for its own information or the information of its customers of a similar nature.

n. That the Successful Bidder shall perform, at its own expense, a security audit no less frequently than annually. This audit shall test the compliance with the agreed-upon security standards and procedures. If the audit shows any matter that may adversely affect Bank, Successful Bidder shall disclose such matter to Bank and provide a detailed plan to remedy such matter. If the audit does not show any matter that may adversely affect Bank, Bidder shall provide the audit or a reasonable summary thereof to Bank. Any such summary may be limited to the extent necessary to avoid a breach of Successful Bidder's security by virtue of providing such summary.

o. That Bank may use a third party or its own internal staff for an independent audit or to monitor the Successful Bidder's audit. If Bank chooses to conduct its own security audit, such audit shall be at its own expense. Successful Bidder shall promptly correct any deficiency found in a security audit.

p. That after providing 30 days prior notice to Successful Bidder, Bank shall have the right to conduct a security audit during normal business hours to ensure compliance with the foregoing security provisions no more frequently than once per year. Notwithstanding the foregoing, if Bank has a good faith belief that there may have been a material breach of the agreed security protections, Bank shall meet with Successful Bidder to discuss the perceived breach and attempt to resolve the matter as soon as reasonably possible. If the matter cannot be resolved within a thirty (30) day period, the parties may initiate an audit to be conducted and completed within thirty (30) days thereafter. A report of the audit findings shall be issued within such thirty (30) day period, or as soon thereafter as is practicable. Such audit shall be conducted by Successful Bidder's auditors, or the successors to their role in the event of a corporate reorganization, at Successful Bidder's cost.

q. Successful Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful Bidder. Successful Bidders should ensure Data Security and protection of facilities/application managed by them.

r. The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Besides bank will be at liberty to blacklist the bidder and take appropriate legal action against bidder.

s. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and Successful Bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners.

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

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

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

20. Statutory Requirements

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

21. Bidder Utilization of Know-how:

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

22. Corrupt and Fraudulent practice:

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

23. Solicitation of Employees

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

24. Proposal Process Management

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

25. Confidentiality Provision

a) The bidder shall hold in confidence all the information, documentation ,etc which shall come to their knowledge (Confidential Information) and shall not disclose or divulge confidential information to any third party or use Confidential Information or any part thereof without written consent of the Bank.

b) Confidential Information means information which is by its nature confidential or is designated by the bank and confidential information and includes:
   i. All information marked or otherwise designated as confident.
   ii. Information which relates to the financial position, the internal management structure , the Personnel , policies and strategies of the Bank
   iii. Data of the bank, customer lists, customer information, account information, and business information regarding business planning and operation of the Bank or otherwise information or data whether such data is permanent or otherwise

The restriction imposed in this clause does not apply to any disclosure or information:
   i. Which at the material time was in public domain other than breach of this clause; or
   ii. Which is required to be disclosed on account of order of any competent court or tribunal provided that while disclosing any information, Bank shall be informed about the same vide prior notice unless such notice is prohibited by applicable law.

26. Sub-Contracting

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

27. Award Notification

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

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

28. Suspension of Work:

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

29. Taxes and Duties:

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

Annexure A: Confirmation of Terms and Conditions

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

Dear Sir,

Sub: **RFP No** ………… for **Empanelment of Vendor for Supply, Printing & Personalization of Cards.**

, dated …………………………

Further to our proposal dated ...., in response to the Request for Proposal for **Empanelment of Vendor for Supply, Printing & Personalization of Cards.**

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

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

Place:

Date: Seal and signature of the bidder

Annexure B: Tender Offer Cover Letter

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

Dear Sir,

Sub: RFP no: __________ for **Empanelment of Vendor for Supply, Printing & Personalization of Cards.**

dated _____________Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Empanelment of Vendor for Supply, Printing & Personalization of Cards** to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

Place:

Date:

Seal and signature of the bidder

Annexure C: Details of Bidder

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 what so ever.

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

Sr No	Eligibility Criteria	Details of proof submitted Detailed /specific document to be submitted
1	The bidder should be registered as a company in India as per Company Act 1956 & 2013 & operating for minimum 10 years in the Card Personalization business as on the date of RFP. The bidder should have own base card production facility located in India	The bidder must submit proof of legal constitution and registration in India. Additionally, the bidder shall provide the registered office address and relevant documents such as MOA & AOA etc as applicable.
2	The Bidder should have minimum turnover of Rs. 200 Crore from the card business for their Indian operations during each of last 3 financial years i.e. FY 2023-24, FY 2024-25, and FY 2025-26.	Audited Balance Sheets and Profit & Loss A/c Statement for the years FY 2023-24, FY 2024-25, and FY 2025-26 or certificate from Chartered Accountant to be submitted and other relevant documents.
3	The bidder must own and operate its Mastercard, VISA and RuPay NPCI-certified bureau facility /facilities within India, supported by the requisite infrastructure and connectivity for debit and credit card base card manufacturing and personalization, including NCMC, Metal cards, Dual interface (DI) chip cards, and magnetic stripe cards, in compliance with all applicable standards, specifications, and guidelines prescribed by Mastercard, VISA, and NPCI for the stated activities.	Requisite VISA, MasterCard and NPCI certificates which include NCMC & DI chip personalization components. Certificates of ownership of facility like purchase deed of land or facility. Self-certification and details for PIN printing facility in India. All such certifications/approvals must remain valid as on the date of bid submission.
4	Bidder must have a minimum of two (02) operational card personalization bureau facilities located across different regions of India, with adequate infrastructure to	Associated Factory license, VISA, NPCI, Master card certificates, GST registration certificates, Experience certificates from client.

	support Debit and Credit Card personalization (including Dual interface (DI) chip cards, NCMC, EMV Chip, and Magstripe). The distribution of these facilities should enable efficient location-wise servicing, ensure business continuity, and support optimal Turnaround Time (TAT) for card personalization and delivery.	
5	The bidder should have been in the business of supply, Manufacturing & personalization of Debit, Credit and Prepaid cards for banks for at least last 10 years in India and should have provided such services to at least three (03) Scheduled Commercial Banks in India, including at least one (01) PSU Bank, with continuous service experience during the last ten (10) years.	Certificates from the Banks to be provided.
6	The Bidder / Vendor must have a positive net worth and must have profit (PAT) of 50 cr. during each of the last three (03) financial years FY 2023-24, FY 2024-25, and FY 2025-26.	Audited Balance Sheets and Profit & Loss A/c Statement for the years FY 2023-24, FY 2024-25, and FY 2025-26 or certificate from Chartered Accountant to be submitted
7	Bidder should have supplied, manufactured and personalized a total of more than 03 crore DI contactless/NCMC /Dual Interface (DI)/ Combo Card / Photo card of Visa/ MasterCard/ RuPay network during each of the last three financial years (FY 2023-24, FY 2024-25, and FY 2025-26) with experience as on the date of submission of bid to any Scheduled commercial Banks in India.	Chip supply confirmation certificate from atleast 02 of their chip suppliers. Copies of POs along with proof of deliveries to substantiate claims.
8	The Bidder should not have been blacklisted by any Bank/Entity during the last three years and the Bidder should not have been cautioned / reprimanded / blacklisted or have had its contract revoked / terminated by any concern to which it was under contract for supply of cards, or by any regulatory or statutory body.	Self-declaration to be Submitted on Company's Letter head.
9	Bidder should have experience and capacity for supply, manufacturing and personalizing various types of debit and credit cards e.g. NCMC Cards, Metal, DI	Experience letter from banks on their letter head.

	compliant chip-based cards, chip cum magnetic stripe-based cards, embossed, non-embossed, photo cards, travel cards, prepaid cards, contactless dual interface cards including NFC enabled dual interface cards, image cards, wearables etc.	
10	The Bidder must produce certificate regarding satisfactory services from Banks to whom they have provided services related to Supply, Processing and Personalization of cards any time during the last five years immediately preceding the date of submission of the bids	Satisfactory Certificates from Banks on the letter head.
11	The Bidders should have Disaster Recovery Personalization sites in at least 02 different seismic zones within India with real-time failover system and both facilities must be owned and operated solely by the Bidder, for card manufacturing, personalization and Business Continuity Plan. The DC/ DR card personalization bureau of the Vendor should be ISO 9001 certified and VISA, Rupay and Mastercard network certifications valid and operational for more than 03 years on the date of bid submission	Incorporation certificate of all locations. Lease agreement, scheme certificates from Visa, Rupay and Mastercard. DR test report, experience certificates from Banks and BCP plan.
12	The bidder must have in-house metal card manufacturing and personalization capabilities. The bidder should have prior experience in the production and supply of a minimum of 01 lakh metal cards till the date of submission of the bid. The bidder must have an installed production capacity of at least 50,000 metal cards per month at its own facility.	Experience letter/ Associated POs to be provided
13	The bidder should be certified with 1.CQM certification (Card Manufacturing, Inlay Manufacturing)--For Card and Contactless Inlay Quality 2.PCI-DSS (latest version) 3.PCI-CPP (Card Production & Provisioning) 4. EMVCo certification (L1/L2) 5.Compliance for Data Security 6.ISO 9001, ISO 27001:2013/2022 or equivalent latest certifications	Copy of valid certificates to be provided. CQM Certificate, PCI DSS, PCI CPP. Copy of equivalent latest certifications

14	The bidder must have supplied and personalized wearables to at least two entities during the last three financial years, of which at least one must be a Scheduled Commercial Bank (SCB). (FY 2023-24, FY 2024-25, and FY 2025-26.) The bidder should be present in the list of vendors approved by NPCI for wearables personalization.	Satisfactory Experience Certificates from Banks containing quantity and supply period to be provided
15	The Bidder shall have experience in logistic management services for managing at least 50 lakh secured shipments per year (Debit card/Credit card / welcome kit with card/cheque book) during any two of the last 03 financial years (FY 2023-24, FY 2024-25 and FY 2025-26).	Satisfactory letter from Scheduled commercial bank for the same to be provided.
16	The bidder shall have experience in sending SMS communications as a part of their logistics management offerings during last 03 financial years (i.e., 2023-24, 2024-25, 2025-26).	Bidder to submit satisfactory experience letter from respective Bank/Entity.
17	The Bidder should not be involved in any litigation / 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
18	Bidder must provide information that it is not owned or controlled by any director or Key managerial official of the bank or their relatives having the same meaning as assigned under Companies Act, 2013	Letter of confirmation on company letter head duly signed by authorized official to be submitted
19	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP	Letter of confirmation on company letter head duly signed by authorized official to be submitted

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

2. Bidders need to ensure compliance to all the eligibility criteria points.
3. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
4. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
5. Bank shall not consider the bids of bidders having poor or unsatisfactory past experience in execution or providing support to any project in past.
6. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
7. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party.
8. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company.

Annexure E: Technical Bid Format

S No	Clause	Details	Marks	Vendor Score
1	Experience for supply of EMV/ personalization of DI chip-based Credit/ Debit/ Prepaid cards of Visa, Master card & NPCI networks (5 Marks)	10 years to 15 years = 2 marks > 15 years = 5 Marks	5	
2	Number of scheduled commercial bank card personalization projects managed by the vendor during each last three FYs (FY 2023–24, FY 2024–25 and FY 2025-26). (5 marks)	3 to 4 Banks=1 mark 5 to 7 Banks = 2 Marks 7 to 10 Banks = 3 Marks More than 10 Banks = 5 Marks	5	
3	Experience in **new age** Cards manufacturing and personalization in India in the last FY. Proof of supply and Purchase Order to be provided **(10 marks)**	Wearables = 2 Marks Metal Cards = 2 Marks Recycled PVC = 2 Marks Braille Cards = 2 Marks Image/Photo cards = 2 Marks All variants = 10 Marks	10	
4	Minimum number of cards printed for Scheduled Commercial Banks in India in last FY (25-26) **(10 marks)**	03 banks with minimum 40 lac cards each = 3 Marks 04 banks with min. 40 lac cards each = 5 Marks 05 banks with min. 40 lac cards each = 10 Marks	10	
5	In House Metal Card manufacturing & personalization volumes till date (**10 marks)**	< 2 lakhs = 3 marks 2 lakhs to 3 lakhs = 5 marks > 3 lakhs = 10 marks	10	

6	Number of Scheduled commercial banks for which the bidder manufactured & personalized **Metal** cards in last FY (2025-26) **(5 Marks)**	1 to 2 banks= 2 marks 3 to 4 banks = 3 marks > 4 = 5 marks	5	
7	Experience of personalization and supplied wearables to scheduled commercial banks (5 Marks)	Upto 2 banks= 2 Marks 3 and above banks = 5 Marks	5	
8	Number of personalization sites (BCP) (5 Marks)	2 locations = 3 Marks > 2 locations = 5 Marks	5	
9	Experience of handling end-to-end logistics management service for Scheduled Commercial Banks during the last 3 financial years (i.e., 2023-24, 2024-25, 2025-26) with web-based tracking portal. **(5 Marks)**	2 to 3 banks = 2 Marks 4 to 5 Banks= 3 Marks > 5 Banks = 5 Marks	5	
10	End-to-end logistics -Volumes handled for secure shipments in any one of the last 3 FY (i.e., 2023-24, 2024-25, 2025-26) **(5 Marks)**	60 lakhs to 70 lakhs = 2 Marks > 70 lakhs = 5 Marks	5	
11	Techno Functional Requirements **(15 Marks)**		15	
12	Technical Proposal **& Presentation Evaluation (20)**	Evaluation will be based on ▪ Understanding of Bank's Requirements ▪ Bidder Experience & Capability ▪ Proposed Methodology ▪ Innovation & Continuous Improvement ▪ Exit Management	20	

****Qualifying score =70%**

We hereby confirm that our proposed Solution meet all the specifications as mentioned above and have submitted the supporting documents against each point claimed. The bank reserves the right to ask the bidder to furnish any such document as required during technical evaluation.

Signature and Seal of Company

Annexure E1: Technical Specifications

Bidder is required to provide compliance as shown in the table below, against each specification mentioned in below sections. The bidder must do self-evaluation, provide compliance response and assign marks accordingly. The symbols and their description can be referred as follows:

S.No.	Description	Symbol	Marks
1	Standard feature: The application has the functionality, and the functionality is delivered out of box	S	2
2	Customize: The functionality is not available in Package but must be provided by customizing the system to meet the Bank's requirement	C	1

Total score shall be translated to the score equivalent in Technical Bid. Total marks obtained will be proportionately converted to the maximum score of 15 marks for technical evaluation.

Note: Functional specifications which are indicated as customizable in Annexure (Techno Functional requirements) should be made available through customization without any additional cost to Bank at the time of installation.

Sno	Specs	Bidders' response
A. Specifications for EMV CHIP Contact Cards		
1	16K or higher Java/MULTOS Chip with Gold/ Palladium Contact. Compliant to ISO/IEC 7816 standards.	
2	Physical Card ID1 format	
3	Microprocessor based IC Card. 16KB EEPROM/FLASH or higher	
4	Microprocessor-based Secure Chip (Minimum 32K EEPROM / 64K preferred)	
5	CPU: 16-bit or 32-bit Secure Controller	
6	RAM: 12 KB or higher.	
	Secure Hardware Crypto Coprocessor supporting • AES (128/256) • RSA 2048 • ECC • SHA-256	
7	RSA/ECC, 3DES (with 2 unique keys)/ 3KTDES, AES (AES can be in software or hardware. Hardware preferred)	
8	Certified to: •EMVCo latest security requirements •Common Criteria EAL5+ / EAL6+	
9	Memory secure encryption for RAM, ROM & EEPROM/ FLASH.	
10	Counter Measures against side channel attacks (SPA & DPA).	
11	Write Endurance: 500000 cycles or higher.	

12	Data Retention: more than 10 years.	
13	Unique ID for each chip.	
14	OS should be hard masked on ROM or FLASH.	
15	OS should be Java 3.0.x or higher/MULTOS latest version.	
16	Global Platform 2.3.x or higher version/MULTOS latest version.	
17	EMV Authentications Methods Supported DDA/CDA.	
18	Support for EMV financial applications using Chip and PIN.	
19	MasterCard – M/Chip4 or higher. M/Chip Advance Payment and Data Storage v1.2.3	
20	VISA VSDC 2.9.x or higher.	
21	RuPay - JCB JSmart 3.x for contact.	
22	Technology: • Rupay: Discover D-PAS	
23	Magnetic Stripe: HICO 2750 Oersted. ISO standards for Encoding, location of Track 1, 2 & 3.	
24	PVC Material with 800-micron thickness. White Plastic Standard - ISO/IEC 7810-ID 1	
25	Peel strength should be as per CQM standards	
26	Free User memory: 8K FLASH	
27	Protocols/Applications supported: Contact protocol T=0 or T=1	
28	Data Retention: more than 10 years	
29	Support for secure key injection and post-issuance scripting	
30	Fully compliant with: • RuPay qSPARC latest version • Visa VSDC latest version • Mastercard M/Chip latest version	
31	Tokenization & Mobile Wallet provisioning compatibility	
	B. Specifications of Contactless DI cards	
32	ISO/IEC 14443 Type A/B Standard compliant	
33	Java/MULTOS Card standards compliant	
34	Protocols/Applications supported : Contactless Type A/B Mifare Desfire EV1	
35	Chip security standards compliant & CC EAL 6	
36	Global Platform 2.1.x or higher version/MULTOS 4.3 or higher.	
37	OS should be Java 3.0.x or higher/MULTOS 4.3 or higher	
38	Communication Protocol: T=0, T=1, CL Type A/Type B.	
39	Minimum 16 bit CPU	
40	Secure Hardware Crypto Coprocessor	
41	Security module on a coprocessor for RSA/ECC, 3DES (with 2 unique keys)/ 3KTDES, AES (AES can be in software or hardware. Hardware preferred)	
42	Memory: 64K or higher.	
43	RAM: 12 KB or higher	
44	Write Endurance: Minimum 500000 cycles.	
45	Data Retention: more than 10 years.	
46	Operating distance as per EMV Contactless L1 & L2 certification	
47	Frequency: 13.56 MHz	
48	Support for EMV financial applications.	

49	Multi-application loading capability for Combo Cards	
50	Random UID	
51	Secure Channel Protocol (SCP03 or higher)	
52	Bit-wise anti-collision support.	
53	7 Bytes unique identifier, cascaded.	
54	Data encryption on RF Channel as per EMV Standards.	
55	Authentication on application level.	
56	Self-securing file system.	
57	Transaction oriented automatic anti-tear mechanism	
58	Compliant with RuPay qSPARC schemes	
59	Peel strength should be as per CQM standards.	
60	The proposed inlay should be manufactured using a chip module with embedded copper wire or inductive technology	
61	Personalization/ encoding, embossing, indenting, printing of CVV2 value as per data supplied by Bank	
C. NFC Tags/Contactless Wearables (Key FOB/Stickers/Wristbands)		
62	NFC Tags should be compatible with payment and multi-applications	
63	Tags should comply with ISO 14443 standard	
64	EMV Contactless certified	
65	Tags should be certified with Pay wave (Visa), Pay Pass (Master Card)	
66	Reading distance according to EMV contactless requirements	
67	Compatible with major handset NFC standards	
68	Waterproof and heat-resistant	
69	Random UID	
70	Secure lifecycle management	
D. Metal Cards		
71	Compliant to ISO/IEC 7816 Standards	
72	Physical Card ID1 Forma	
73	Compliant to Banking EMV Standards	
74	Stainless Steel/alloy based with 810-micron thickness for Metal card	
75	Contact Plates as per ISO 7816-2 Standards	
76	Certified durability standards	
77	Card weight to range between 16-18 gms	
E. Logistics Management		
78	Number of Courier services serving pan India	
79	Online Tracking Portal	
80	Return to Origin management	
81	SMS tracking update system	
82	OTP based Delivery	

Annexure F: Commercial Bid Format

1. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
2. 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:

Table A - Cost for the Card Kit					
S.No.	Product Descriptions	Tentative 5 year Quantity	Unit Price (INR)	Total Price (INR)	Total Amount in Words(INR)
1	Cost for providing one NCMC / Dual Interface (DI) - MasterCard / VISA / RuPay Contact-cum-Contactless EMV Chip Cards as per the artwork of the Bank and technical specification of this RFP.	1,00,00,000			
2	Cost for Personalization of DI cards				
3	Cost of one PIN Printing including stationery (PIN Stationery and Envelope)				
4	Cost of One Window Envelope including printing.				
5	Cost including stationery and printing one set of user guide booklet				
6	Cost of one welcome letter (one page)including stationery and printing				
7	Stuffing , gumming , Pasting and handling till dispatch				
8	Cost of On Card Control sticker with Pasting on Base card				
9	Cost of One A5 Size Leaflet				
10	Metal Card - (Card weight range between 16-18 gms)	1,000			
11	Metal card Personalization and Collaterals				
Total Cost (total of Sl. No. 1 to 11)					
Total Amount in Words(INR)					

Table B - Cost for the logistics

S.No.	Product Descriptions	Quantity(Indicative)	Unit Price (INR)	Total Price (INR)	Total Amount in Words(INR
1	upto 50 grams	200000		-	
2	51 grams to 250 grams	300000		-	
3	251 to 500 grams	300000		-	
4	500 grams to 1 kg	40000			
5	For every additional kg above 1kg	10000			
Total Cost (Total of Sl. No. 1 to 5)					
Total Amount in Words(INR)					

Table C - TOTAL COST OF OWERSHIP

S.No.	Product Descriptions	Total Price (INR)			
1	Total Cost of Table - A				
2	Total Cost of Table - B				
	Total Cost of Ownership (Total of Table A+B)				
Total Amount in Words(INR)					

Table D: Additional Cost on top of Base Card (Optional - Not to be considered for L1 calculation; Costs to be negotiated with L1 bidder)

S.No.	Product Descriptions	Unit Price (INR)
1	Dual interface card with RFID chip for integration with libraries, attendance management system. (J&K Bank Campus Card)	
2	Biometric Cards with sleeve without fingerprint readers	
3	Passport Size Photo Printing on Cards	
4	Expression/Image Card	
5	Hololam Feature	
6	Color Core	
7	Edge Printing	

8	Spot UV			
9	Cost of one card pouch including stationery and printing			
10	Wearable - Key Chain- Leather			
11	Wearable - NFC Sticker Mobile			
12	Wearable - Wrist Band			
13	Wearable Personalization and Collaterals			
14	Environmentally Friendly Cards (Recycled PVC Cards).			
15	Logistic Cost for Wearables - Individual dispatch			
Note: Prices to be Quoted Excluding GST				

Note:-

1. Rates to be quoted inclusive of all other charges/levies (excluding GST). The quantity mentioned above is **indicative only** and the actual number may change based on assessment of business requirements of the Bank.
2. In case there is variation between numbers and words; the value mentioned in words would be considered.
3. If a price is left blank or quoted as zero, it shall be treated as “at no cost” or considered to be included in other line items

Place:

Date
Seal and signature of the bidder

Annexure G: Bank Guarantee Format

Bank Guarantee No: ________________

Dated:___________________________

Bank:_____________________________

To
Jammu & Kashmir Bank M.A. Road, Srinagar,
190 001 J&K.
WHEREAS... (Company Name) and having its Registered Office at... India (hereinafter referred to as "the Bidder") proposes to respond to RFP No ...., dated .... of Jammu and Kashmir Bank Ltd for **Empanelment of Vendor for Supply, Printing & Personalization of Cards...** (Herein after called the "RFP") AND WHEREAS, in terms of the conditions as stipulated in the RFP, the bidder is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a scheduled commercial bank in India in your favour to secure the order under the RFP Document (which guarantee is hereinafter called as "BANK GUARANTEE") AND WHEREAS the bidder has approached us, ... for providing the BANK GUARANTEE.

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

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

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

may be claimed by you on account of breach on the part of the bidder of their obligations in terms of the RFP. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the bidder has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the bidder after expiry of the relative guarantee period of the RFP and after the bidder had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a “ No Demand Certificate “ provided always that the guarantee shall in no event remain in force after the day of ....without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the SI/OEM till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the bidder or any other forbearance, act or omission on your part of or any indulgence by you to the bidder or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.................(Rupees..................................only) as aforesaid or extend the period of the guarantee beyond the said day of .... unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the bidder

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the bidder from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

13. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

14. The Bank Guarantee needs to be submitted in online form also via SFMS Application.

15. Notwithstanding anything contained herein above;
   i. our liability under this Guarantee shall not exceed Rs...(Rupees.....................................only) ;
   ii. this Bank Guarantee shall be valid up to and including the date .... _____and claim period shall be upto_____ ; and
   iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of the claim period.

16. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of BANK

Authorized Signatory

Seal

Address

Annexure H: Performance Bank Guarantee Format

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

WHEREAS.................................. (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ...., hereinafter referred to as the Bidder has for taken up for
Empanelment of Vendor for Supply, Printing & Personalization of Cards.
. in terms of the Purchase Order bearing No. .... Dated ...., hereinafter referred to as the Contract. And Whereas in terms of the Conditions stipulated in the said Contract, the bidder is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favor to secure due and satisfactory compliance of the obligations of the Bidder in accordance with the Contract; Therefore, We, ..., through our local office at .... Furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

1. We, ... do hereby undertake to pay the amounts of ₹ .... and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said Bidder of any of the terms and conditions contained in the Contract or by reason of the vendor's failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding............. (Rupees .... Only).

2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the Bidder in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

3. We further agree that, if demand, as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said Bidder and accordingly discharge this guarantee. Provided, however, serving of a written claim / demand in terms hereof on us for payment under this guarantee on or before the stipulated

period , time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.

4. We further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by us against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Vendor or for any forbearance, act or omission on our part or any indulgence by us to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Bidder

6. We further agree and undertake unconditionally without demur and protest to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder

7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent. Notwithstanding anything contained herein above;

(i) Our liability under this Guarantee shall not exceed..Rupees...only);

(ii) This Guarantee shall be valid up to ....; and claim period of this Bank Guarantee shall be .... year/s after expiry of the validity period i.e., up to...........................; and

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

Dated the................. Day of ....2026.
For...
BANK Authorized Signatory

Annexure I: Non-disclosure Agreement (NDA)

THIS NON DISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of (____/____/2025) by and between

____, a company incorporated under the laws of India, having its registered address at ______________________________ (the “Receiving party/Company”) and

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Purpose J&K Bank/Disclosing Party has engaged or wishes to engage the Company/Receiving party for undertaking the project 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 it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosures agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Each party shall immediately notify the other party in the event of any unauthorized use or disclosure of the Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____________ (Contact details of Company/Receiving party)

____________ (Contact details of Bank/Disclosing Party).

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

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

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

COMPANY NAME	**Bank**
By:______________________________	By:______________________________
Name: ___________________________	Name: ___________________________
Title: ___________________________	Title: ___________________________
Address:_________________________	Address:_________________________
__________________________________	__________________________________
Company Seal	Company Seal

Annexure J: Service Level Agreement

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

This Service Level agreement ("Agreement") is made at Srinagar (J&K) on this ………. day of ……….2025 ("effective date") between

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

and

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

The Bank and Company are hereinafter collectively referred to as 'Parties' and individually as a 'Party'.
Now therefore, this Agreement is witnessed as under:

1. Definitions of the terms

Term	Description
The Bank/J&K Bank	Reference to "the Bank," "Bank," and "Purchaser" shall be determined in context and may mean without limitation "Jammu & Kashmir Bank."
Bidder/Vendor/Selected Bidder/Company/Service Provider:	An eligible entity/firm submitting a Proposal/Bid in response to this RFP.
Proposal/Bid	The Bidder's written reply or submission in response to this RFP.
RFP	The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
The Contract	The agreement entered between the Bank and the Company, as recorded in this Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
The Contract Price	The price payable to the Company under the Contract for the full and proper performance of its contractual obligations.
The Product	All of the software or software, all hardware, database, middleware, operating systems, and/or other materials which the Company is required to supply to the Bank under the Contract.
System	A Computer System consisting of all Hardware, Software, etc., which should work together to provide the services as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.
PBG	Performance Bank Guarantee.
Purchase Order Reference No	Purchase Order details issued to the Successful Bidder
Material Breach	Company failure to perform a major part of this Agreement.
Charges	Commercials as per Purchase Order.
Confidential Information	It includes all types of Information that will be found on Bank systems that the Company may support or have access to, including, but not limited to, Information subject to special statutory protection, legal actions, etc.

Scope of Work.

Vendor shall be responsible for providing services to Bank the Services defined the RFP for **Empanelment of Vendor for Supply, Printing & Personalization of Cards.** in accordance with all the terms and conditions of the RFP clauses, and any incidental services, functions and responsibilities not specifically described in this RFP, but which are required for the performance and delivery of the Solution and in accordance with the terms of this agreement and as described in the Point 4 of Section A-Introduction of this RFP i.e **Scope of Work.**

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

Section A. Point 4 – Scope of Work
Section A. Point 5 – Location of Work
Section D. General Terms and Conditions
Annexure E- Technical Requirements
Annexure L-Know Your Employee

And other terms and conditions defined in the RFP document.

Penalty for Delay Delivery

For any delay beyond 6 weeks after the date of confirmed order from the Bank, a penalty will be charged on per day basis (from the 1st day of the 7th week from the date of order). The amount of penalty will be calculated @ 5% of the value of order for each day's cards multiplied by the number of days' delay subject to a maximum of Rs.50,000/- (Rupees Fifty thousand) for each day's delay whichever is less.

Penalties for Non-Adherence to TAT

a) The bidder shall comply with all applicable guidelines, circulars, and regulations issued by the Reserve Bank of India (RBI) and other relevant regulatory authorities, at no additional cost to the Bank, in relation to the scope of work defined in this RFP.

b Suitable penalty will be levied for:

- XI. Delay in transmission of input files post QC, per card per day.
- XII. Delay in personalization and handing over the same to Speed Post or Courier, per card per day.
- XIII. Non-adherence to QC, per card.
- XIV. Delay in uploading data for Contact Centre/non-updating in Web tracking tools, per day.
- XV. Uploading of incorrect data.
- XVI. Wrong dispatch of Cards and PIN/PPKs per instrument.
- XVII. Delays in RTO cards re-dispatch.
- XVIII. Delay in Re-PIN/ PPK dispatch.
- XIX. Delay in making changes as required by Bank in QC and other areas per day.
- XX. Wrong processing, re-processing of Data submitted by Bank Penalty structure shall be defined in SLAs with selected card vendors

The penalties shall be applicable as per below parameters

Sr No	NON-ADHERENCE TO TAT	Penalty
1	**Penalty for Non-availability of White Plastic/Chip**	48 hours @ Rs.1.00 per card per day after completion of TAT >48 hours @ Rs.2.00 per card per day after completion of TAT

2	**Delay in personalization after receipt of emboss file and handing over the same to speed Post/Courier**	PERSONALISED CARDS 48 hours @ Rs.1.00 per card per day after completion of TAT
		>48 hours @ Rs.2.00 per card per day after completion of TAT
3	**NON PERSONALISED CARDS**	48 hours @ Rs.1.00 per card per day after completion of TAT
		72 hours @ Rs.2.00 per card per day after completion of TAT
4	**RENEWAL /BULK UPLOAD CARDS**	7 days @ Rs.1.00 per card per day after completion of TAT
		8 days @ Rs.2.00 per card per day after completion of TAT
		2x Penalty will be levied in case of premium & Higher Variant cards viz Platinum etc.
5	**PINs/PPKs**	48 hours @ Rs.1.00 per card per day after completion of TAT 72 hours @ Rs.2.00 per card per day after completion of TAT

Delivery & Installation:

The solution need to be deployed as per the timelines mentioned in Point No 8 of Section A-Introduction of this RFP.

Contract Period

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

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.

Payment Terms

Payment Terms as per Point No 14 of Section C-RFP Submission.

Assignment

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

Entire Agreement, Amendments, Waivers.

i. This Master Agreement and each Service Attachment contains the sole and entire agreement of the parties with respect to the entire subject matter hereof, and supersede any and all prior oral or written agreements, discussions, negotiations, commitment, understanding , marketing brochures, and sales correspondence and relating thereto. In entering into this Master Agreement and each Service Attachment each party acknowledges and agrees that it has not relied on any express or implied representation, or other assurance (whether negligently or innocently made), out in this Master Agreement and each Service Attachment. Each party waives all rights and remedies which, but for this Section, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance.

ii. Neither this Master Agreement nor any Service Attachment may be modified or amended except in writing and signed by the parties.

iii. No waiver of any provisions of this Master Agreement or any Service Attachment and no consent to any default under this Master Agreement or any Service Attachment shall be effective unless the same shall be in writing and signed by or on behalf of the party against whom such waiver or consent is claimed. No course of dealing or failure of any party to strictly enforce any term, right or condition of this Master Agreement or any Service Attachment shall be construed as a waiver of such term, right or condition. Waiver by either party of any default other party shall not be deemed a waiver of any other default.

Severability

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

Remedies Cumulative

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

Partnership / Collaboration / Subcontracting

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

Confidentiality

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

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

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

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

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

The restrictions mentioned hereinabove shall not apply to:-

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

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

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

Information Security:

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

b. The Successful Bidder's personnel shall follow J&K Bank's information security policy and instructions in this regard.

c. The Successful Bidder acknowledges that J&K Bank 's business data and other proprietary information or materials, whether developed by J&K Bank or being used by J&K Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to J&K Bank; and the Successful Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Successful Bidder to protect its own proprietary information. Successful Bidder recognizes that the goodwill of J&K Bank depends, among other things, upon the Successful Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Successful Bidder could damage J&K Bank. By reason of Successful Bidder's duties and obligations hereunder, Successful Bidder may come into possession of such proprietary information, even though the Successful Bidder does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract/Agreement. Successful Bidder shall use such information only for the purpose of performing the Service(s) under the Contract/Agreement.

d. Successful Bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by J&K Bank, whichever is earliest, return any and all information provided to Successful Bidder by J&K Bank, including any copies or reproductions, both hardcopy and electronic.

e. That the Successful Bidder and each of its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses. Without limiting the foregoing, the Successful Bidder and its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses.

f. The Successful Bidder shall certify that to the knowledge of the Successful Bidder, there has been no security breach or other compromise of or relating to any information technology and computer systems, networks, hardware, software, data, or equipment owned by the Successful Bidder or its subsidiaries or of any data of the Successful Bidder's, the Operating Partnership's or the Subsidiaries' respective customers, employees, suppliers, vendors that they maintain or that, to their knowledge, any third party maintains on their behalf (collectively, "IT Systems and Data") that had, or would reasonably be expected to have had, individually or in the aggregate, a Material Adverse Effect, and

g. That the Successful Bidder has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to its IT Systems and Data;

h. That the Successful Bidder is presently in compliance with all applicable laws, statutes, rules or regulations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification. Besides the Successful Bidder confirms the compliance with Banks Supplier Security Policy.

i. That the Successful Bidder has implemented backup and disaster recovery technology consistent with generally accepted industry standards and practices.

j. That the Successful Bidder and its subsidiaries IT Assets and equipment, computers, Systems, Software's, Networks, hardware, websites, applications and Databases (Collectively called IT systems) are adequate for, and operate and perform in all material respects as required in connection with the operation of business of the Successful Bidder and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants.

k. That the Successful Bidder shall be responsible for establishing and maintaining an information security program that is designed to:

- Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and

- That the Successful Bidder will notify Customer of breaches in Successful Bidder's security that materially affect Customer or Customer's customers. Either party may change its security procedures from time to time as commercially reasonable to address operations risks and concerns in compliance with the requirements of this section.

l. The Successful Bidder shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of Personal Data and/or use, access, copying, exhibition, transmission or removal of Bank's Confidential Information from Companies facilities. Successful Bidder shall promptly provide Bank with written descriptions of such procedures and policies upon request. Bank shall have the right, upon reasonable prior written notice to Successful Bidder and during normal business hours, to conduct on-site security audits or otherwise inspect Companies facilities to confirm compliance with such security requirements.

m. That Successful Bidder shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the Client Data, and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are no less rigorous than those maintained by Successful Bidder for its own information or the information of its customers of a similar nature.

n. That the Successful Bidder shall perform, at its own expense, a security audit no less frequently than annually. This audit shall test the compliance with the agreed-upon security standards and procedures. If the audit shows any matter that may adversely affect Bank, Successful Bidder shall disclose such matter to Bank and provide a detailed plan to remedy such matter. If the audit does not show any matter that may adversely affect Bank, Successful Bidder shall provide the audit or a reasonable summary thereof to Bank. Any such summary may be limited to the extent necessary to avoid a breach of Successful Bidder's security by virtue of providing such summary.

o. That Bank may use a third party or its own internal staff for an independent audit or to monitor the Successful Bidder's audit. If Bank chooses to conduct its own security audit, such audit shall be at its own expense. Successful Bidder shall promptly correct any deficiency found in a security audit.

p. That after providing 30 days prior notice to Successful Bidder, Bank shall have the right to conduct a security audit during normal business hours to ensure compliance with the foregoing security provisions no more frequently than once per year. Notwithstanding the foregoing, if Bank has a good faith belief that there may have been a material breach of the agreed security protections, Bank shall meet with Successful Bidder to discuss the perceived breach and attempt to resolve the matter as soon as reasonably possible. If the matter cannot be resolved within a thirty (30) day period, the parties may initiate an audit to be conducted and completed within thirty (30) days thereafter. A report of the audit findings shall be issued within such thirty (30) day period, or as soon thereafter as is practicable. Such audit shall be conducted by Successful Bidder's auditors, or the successors to their role in the event of a corporate reorganization, at Successful Bidder's cost.

q. Successful Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful Bidder. Successful Bidders should ensure Data Security and protection of facilities/application managed by them.

r. The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected Successful Bidder would be required to compensate the bank to the fullest extent of loss incurred by the bank.

s. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and Successful Bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/Successful Bidders & partners.

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

Termination of Contract

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

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

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

Right to Audit

Bank reserves the right of regular and continuous monitoring of the Services provided by the Service Provider(including sub-contractors) and shall conduct an audit/ ongoing audit of the services.

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

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

Bank shall ensure audits are done annually or at any frequency mandated by regulator or internal board approved policies of the bank with atleast a prior notice of 30 days , bank shall not engage any competitor to conduct audit of Service Provider and all reasonable measures related to confidentiality , non-disruption of Service Provider's business operations shall be exercised 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.

Exit Management Plan and Assistance

6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, Service Provider shall assist the Bank to develop a viable exit management plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement Service Provider or the Bank, as the case may be

The exit transition plan shall be in a format to be agreed with the Bank and shall include, but not be limited to:

- a timetable of events;
- resources;
- assumptions;
- activities;

- responsibilities; and
- risks.

Transfer of Data

In the event of expiry or termination of this Agreement Service Provider shall cease to use the Bank's Data and, at the request of the Bank, shall destroy all such copies of the Bank's Data then in its possession to the extent specified by the Bank.

Except where, pursuant to paragraph above, the Bank has instructed Service Provider to destroy such Bank's Data as is held and controlled by Service Provider, 1 (one) months prior to expiry or within 1 (one) month of termination of this Agreement, Service Provider shall deliver to the Bank: An inventory of the Bank's Data held and controlled by Service Provider, plus any other data required to support the Services; and/or a draft plan for the transfer of the Bank's Data held and controlled by Service Provider and any other available data to be transferred.

Force Majeure

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

Intellectual Property Rights

1.1 For any technology / software / product used by Company for performing Services for the Bank as part of this Agreement, Company shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Company.

1.2 Without the Bank's prior written approval, Company will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

1.3 Company shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

1.4 The Bank will give (a) notice to Company of any such claim without delay/provide reasonable assistance to Company in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Company shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Company shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Company shall consult with the Bank with respect to the defence and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses Of successful bidder

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

Corrupt and Fraudulent practice.

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

Governing Laws and Dispute Resolution

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

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

Notices

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

Following shall be address of BANK for notice purpose:

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

Following shall be address of Company for notice purpose:

____
____
____
____

Other Terms and Conditions

i. If any provision of this agreement or any document, if any, delivered in connection with this agreement is partially or completely invalid or unenforceable in any jurisdiction, then that provision shall be ineffective in that jurisdiction to the extent of its invalidity or unenforceability. However, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this agreement, all of which shall be construed and enforced as if such invalid or unenforceable provision was/were omitted, nor shall the invalidity or unenforceability of that provision in one jurisdiction affect its validity or enforceability in any other jurisdiction. The invalid or unenforceable provision will be replaced in writing by a mutually acceptable provision, which being valid and enforceable comes closest to the intention of the Parties underlying the invalid or unenforceable provision.

ii. Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Company. The Company agrees and undertakes to allow the Bank or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by the Company within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. The Company shall allow the Bank to conduct audits or inspection of its Books and account with regard to Bank's documents by one or more officials or employees or other persons duly authorized by the Bank.

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

iv. Any addition, alteration, amendment, of this Agreement shall be in writing, signed by both the parties.

v. The invalidity or unenforceability for any reason of any covenant of this Agreement shall not prejudice or affect the validity or enforceability of its other covenants. The invalid or unenforceable provision will be replaced by a mutually acceptable provision, which being valid and enforceable comes closest to the intention and economic positions of the Parties underlying the invalid or unenforceable provision.

vi. Each party warrants that it has full power and authority to enter into and perform this Agreement, the respective executants are duly empowered and/or authorized to execute this Agreement, and performance of this Agreement will not result in breach of any provision of the Memorandum and Articles of Association or equivalent constitutional documents of the either party or any breach of any order, judgment or agreement by which the party is bound.

vii. The terms and conditions laid down in the RFP shall be read and construed forming part of this service level agreement. In an event of contradiction on any term or condition between RFP and service level agreement, the terms and conditions of service level agreement shall prevail.

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

Agreed and signed on behalf of	Agreed and signed on behalf of
Company's Authorized Signatory	J&K Bank Limited
Name…………………………… Designation…………………	Name…………………………… Designation…………………
Witness (1):	Witness (1):
Name…………………………… Designation…………………	Name…………………………… Designation…………………
Witness (2):	Witness (2):
Name…………………………… Designation…………………	Name…………………………… Designation…………………

Annexure K: Undertaking

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

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

Dear Sir,
Sub: RFP no: ___________ for Empanelment of Vendor for Supply, Printing & Personalization of Cards

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Empanelment of Vendor for Supply, Printing & Personalization of Cards** to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

We agree to the splitting of order in the proportion as stated in the RFP at the discretion of Bank.

We hereby undertake that all the components/parts/assembly/software used in the Networking

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

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

We enclose cost of RFP Rs.5000/- (Two Thousand Five Hundred Only) and EMD of Rs.1,20,00,000/- (Rupees One Crore Twenty Lacs Lacs Only) in Bank Transfer/Demand Draft/Bank Guarantee favoring J&K Bank Ltd, towards cost of RFP/bid security, details of the same is as under

No. :

Date:

Name of Issuing Bank:

Dated at ____________this ____________day of __________2026

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

We agree to all terms & conditions of the RFP.

Place:

Seal and signature of The Bidder

Annexure L: Know Your Employee (KYE) Clause

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

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

Sign and seal of Competent Authority
Name of Competent Authority
Dated

Annexure M: Compliance Requirements

1. The solution should be in accordance with the security norms of RBI/NPCI/TRAI 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,TRAI, 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, 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.

42. The company shall comply to the Master Directions of RBI on IT outsourcing and bank's policy on IT Outsourcing with specifically on following points:

i. *The service provide shall ensure that the Bank has an effective access to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity of the Bank, available with the service provider;*

ii. *The service provider shall facilitate regular monitoring and assessment of the service provider by the Bank for continuous management of the risks holistically, so that any necessary corrective measure can be taken immediately;*

iii. *The service provider shall inform the Bank about the material adverse events (e.g., data breaches, denial of service, service unavailability, etc.) and the incidents required to be reported to Bank to enable Bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines;*

iv. *The service provider shall ensure that the services being offered are in compliance with the provisions of Information Technology Act, 2000, other applicable legal requirements and standards to protect the customer data;*

v. *The service provider shall ensure that storage of data (as applicable) is only in India as per extant regulatory requirements;*

vi. *The service provider shall provide bank with details of data (related to Bank and its customers) captured, processed and stored;*

vii. *The service provider shall not share any types of data/ information that the service provider (vendor) is not permitted to share with Bank's customer and / or any other party;*

viii. *The Service provider shall have in place effective contingency plan(s) to ensure business continuity and testing requirements, in line with the Banks BCP;*

ix. *Bank shall have right to seek information from the service provider about the third parties (in the supply chain) engaged by the former;*

x. *The service provider shall be contractually liable for the performance and risk management practices of its sub-contractors;*

xi. *It shall be obligation of the service provider to comply with directions issued by the RBI in relation to the activities outsourced to the service provider, through specific contractual terms and conditions specified by the Bank;*

xii. *It shall be obligation of the service provider to co-operate with the relevant authorities in case of insolvency/ resolution of the Bank;*

xiii. *There shall be a provision to consider skilled resources of service provider who provide core services as "essential personnel" so that a limited number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations);*

xiv. *The service provider should have a suitable back-to-back arrangements with the concerned OEM, if applicable*