



**Online request for Proposal (e-RFP)
For
Mobile Device Management Solution.**

**e-RFP Ref. No.JKB/CHQ/ISD/MDM-Soln/2025-1541
Dated: 27-10-2025**

SCHEDULE OF RFP

1. Bid Schedule

e-RFP Reference No.	JKB/CHQ/ISD/MDM-Soln/2025-1541 Dated: 27-10-2025
Date of Issue of RFP	29.10.2025
RFP Description	Online REQUEST FOR PROPOSAL (RFP) FOR MOBILE DEVICE MANAGEMENT SOLUTION.
Issuer of the RFP-Department	Information Security Department
Bank's Communication Details	J&K Bank Information Security Department, 2 nd Floor , Annex Building, Srinagar
RFP Application Fee (Non - Refundable)	Rs.5000/- (Rupees Five Thousand Only) to be deposited through Transfer/ NEFT only to below A/c; Account Name: Tender Fee / Cost Account 16-digit Account No : 9931530300000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K – 190001
Earnest Money Deposit (EMD) (Refundable)	Rs.10,00,000/- (Rupees Ten Lacs Only) to be deposited through Transfer/ NEFT only to below A/c Account Name: Earnest Money Deposit (EMD) 16-digit Account No : 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K – 190001 (EMD is exempted for all Start-ups as recognized by DPIIT/DIPP)
Bid Document Availability including changes/ amendments, if any to be issued	NIT is available on and can be submitted on Bank's e-Tendering Services Provider's Portal https://jkbank.abcprocure.com/ from October 29, 2025 16.00 Hrs. November 19, 2025 17.00 Hrs.

Time & Date of Submission of RFP Bid	All Clarifications/Queries shall be raised online only through e-Tendering Portal https://jkbank.abcprocure.com/ by or before November 06, 2025										
Clarifications to pre-bid queries will be provided by the Bank	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on November 12, 2025										
Last Date of Submission of e-RFP	November 19, 2025 17.00 Hrs.										
Submission of online Bids	As prescribed in Bank's online tender portal https://jkbank.abcprocure.com										
Date and time of opening of 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	<p style="text-align: center;"><u>Service Provider:</u></p> <p style="text-align: center;">M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat</p> <p style="text-align: center;"><u>Help Desk:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #92d050;"> <th style="width: 15%;">Sr. No</th> <th style="width: 85%;">Name</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Sandhya Vekariya - 6352631968</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Suraj Gupta - 6352632310</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">Ijlalaehmad Pathan - 6352631902</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">Imran Sodagar - 9328931942</td> </tr> </tbody> </table>	Sr. No	Name	1	Sandhya Vekariya - 6352631968	2	Suraj Gupta - 6352632310	3	Ijlalaehmad Pathan - 6352631902	4	Imran Sodagar - 9328931942
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DISCLAIMER

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

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

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning

any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP

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A. INTRODUCTION

Brief About Bank:

The Jammu and Kashmir Bank Limited (J&K Bank / Bank) having its Corporate Headquarters at M.A Road Srinagar, J&K -19001 has its presence throughout the country with 1000+ Branches and more than 1400 Automated Delivery Points. The Bank uses Information Technology in all spheres of its functioning and functions as a universal Bank in UT of Jammu & Kashmir & Ladakh and as a specialized Bank in the rest of the country. The Bank has its Data Centre in Noida and DR site in Mumbai. It is also the only private sector Bank designated as RBI's agent for banking business, and carries out the banking business of the Central Government, besides collecting central taxes for CBDT. The Bank, incorporated in 1938, is listed on the NSE and the BSE. Further details of Bank including profile, products and services are available on Bank's website at <https://www.jkbank.com>

Purpose of RFP

Bank has a strategic plan for mobility and wishes to support BYOD culture in order to increase productivity. Bank wishes to guard against the data security and privacy breaches by securing the mobile devices to protect bank's confidential, critical and private information.

Bank envisages procurement, installation and maintenance of Enterprise Mobile Device Management (MDM) solution. Accordingly, Bank invites technical and commercial proposals from eligible bidders, having proven past experience and competence in procurement, implementation and maintenance of MDM solution.

Proposed implementation services include, but not limited to, customization and parameterization, current state assessment study, business requirement description study, User Acceptance Testing (UAT), testing, installation, production roll-out and go-live.

Eligibility Criteria

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

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

Scope of Work

Bidder is required to supply, implement and maintain an Enterprise Mobile Device Management solution. Bidder's project scope, includes, but not limited to:

- 1) Design, supply, install, customize/ develop/test and maintain an MDM solution including software (all relevant application(s)/ software license(s))
- 2) Factor and propose a software-based solution as per the bidder's architecture which includes associated monitoring and or management software(s) and deploy on physical/virtualized hardware/environment.
- 3) Provide requisite training to Bank-identified trainers and core users (using Train the Trainer model).
- 4) Provide hand-holding support during roll-out
- 5) Design, size and create a detailed Bill of Material for hardware required to operationalize the proposed solution. Bidder needs to ensure that the proposed sizing caters to the solution during the tenure of the contract, failing which, Bidder would need to provide additional hardware without any additional cost to the Bank.
- 6) Provide project management services till implementation and Facility Management support for the tenure of the contract

Bank envisages below outlined indicative functionalities for the proposed MDM solution:

- A. Support BYOD (employee devices) and corporate devices
- B. Containerization to separate private and business data
- C. Support for below outlined applications inside the container
 1. Secured e-mail
 2. Container application
 3. Selected Mobility applications
- D. Capable of:
 1. Blocking corporate e-mail attachments, business files sharing through third party un-authorized applications like Gmail, ShareIt, etc., Bluetooth, OTG, Wi-Fi, LAN or any other File-sharing mechanisms.
 2. Applying or modifying default device policy settings

3. Creating and distributing customized acceptable-use policies and EULAs (privacy app)
 4. Defining role-based administrative portal access rights for administrators
 5. Approving or quarantining new mobile devices on the network
 6. Monitoring devices
 7. Selectively wiping corporate data leaving personal data intact
 8. Managing patches and updates
 9. Managing identities (Role-based policies through Active Directory)
 10. De-commissioning of devices by removing corporate data and UEM/MDM control
 11. Reports on detailed hardware and software inventory
 12. Reports on configuration and vulnerabilities
 13. Managing real-time document exchange notification
 14. Managing user mail profile
 15. Enforcing encryption and password visibility settings
 16. Implementing real-time compliance rules with automated actions
 17. Configuring passcode policies using quality, length and duration
 18. Sending notification to devices
 19. Making provision of self-service portals
- E. Remote Management
1. Device Management which includes remote wipe, remote control, remote format etc.,
 2. Application Management
 3. Remotely locate, lock and wipe lost or stolen devices
- F. Authentication
1. Active Directory
 2. LDAP
 3. OTP
 4. SAML
- G. Platforms
1. iOS
 2. Android
 3. Windows
 4. MacOS
 5. Chrome OS
- H. Device Management
1. Out-of-the-Box Device Management
 2. Detect and restrict jailbroken and rooted devices

3. Selectively wipe corporate data leaving personal data intact
 4. Rogue Device Access Revocation
 5. Simple Device Enrollment
 6. Quick app deployment
 7. Initiate individual or bulk device enrollments.
- I. Enterprise Systems Integration - Instant discovery of devices accessing enterprise systems, connect with other operational systems through robust web APIs .
- J. Content collaboration.
- K. SDK kit for App Development.
- L. Bidders shall implement the identified solutions including configuration, customization of the products as per Bank's requirement
- M. Bidder shall be a single point of contact for all the services
- N. Bidder shall co-ordinate with Bank's existing System Integrator(s) to integrate proposed MDM solution with existing SIEM solution, server and storage environment, enterprise network.
- O. Proposed MDM solution should have a comprehensive dashboard customized as per Bank's requirement
- P. Bidder has to comply with all the bank's policies (including Information Security Policy and Cyber Security policy) pertaining to the solution(s) proposed in this RFP. These policies will be shared only with the successful bidder.
- Q. Bidder has to comply RBI guidelines including Cyber Security Framework

Preparation of System Requirement Specification Document Documentation should include the following but may not limited to it,

- Architecture & design document including Traffic flow document between the devices.
- build document
- User manual & Run Book
- Overview of the Process with System/Application FAQs
- Project Plan with milestones, resourcing and deliverables.

- Inventory list consisting hostnames, make, model, serial number
- Testing cases and test results documented before and after implementation.
- Standard Operating Procedures
- Successful bidder support details and escalation matrix
- OEM(s) support details and escalation matrix
- List of reports related directly/ indirectly to module(s)/ customization/ interface

Location of Work

The successful bidder shall be required to work in close co-ordination with Bank's teams during entire life cycle of the project. The successful bidder may be required to work at locations prescribed by Bank such as Banks CHQ, DC/DR and other offices as per Banks requirement. All expenses (travelling/lodging, etc.) shall be borne by the successful bidder.

1. J&K Bank Ltd.

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

2. Datacenter Noida

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

3. DR Mumbai

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

Invitation for Tender Offer

J&K Bank invites tenders for invite online bids from bidders fulfilling requisite eligibility criteria laid down in the RFP from suitable bidders. In this RFP, the term “bidder / prospective bidder” refers to the bidder delivering products / services mentioned in this RFP.

The prospective bidders are advised to note the following: The interested bidders are required to submit the Non-refundable Application Fees of ₹5,000 by way of NEFT, details of which are mentioned at clause 13.2.

1. Representatives of bidders who attend the pre-bid meeting are required to carry an authorization document from the company, an identity card for attending the meeting.
2. Bidders are required to submit Bank guarantee drawn in favor of “J&K BANK LTD” payable at Srinagar, towards Earnest money Deposit (EMD) for ₹ 10,00,000/- (Rupees Ten Lakhs only). The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank acceptable to the Bank. Offers made without EMD will be rejected.
3. Technical Specifications, Price Bid, Terms and Conditions and various formats for submitting the tender offer are described in the tender document and Annexures.

Project Delivery Milestones

The high-level deliverables expected from the bidder are as mentioned below however low-level deliverables will be finalized with successful bidder (refer to the scope mentioned in Scope of Work clause. (Service provider also need to provide milestone wise, role wise and application wise (if applicable) resource man-day projection along with their technical proposal):

Bidder needs to adhere to below mentioned project timeline for implementation of proposed EMM solution.

S. No	Description	Timelines
1	a) Project kick-off. b) Submission of System Requirement Specification (SRS) study.	Completion of the activities within 2 weeks of issuance of Purchase Order

	c) Submission of High-level design document, Low-level design document and pre-requisites.	
2	Supply and delivery of software licenses at primary and disaster recovery site.	Procure and Deliver at Bank’s respective locations within 3 weeks from the date the of issuance of Purchase Order.
3	Installation, configuration and commissioning of the entire solution as per Bank’s requirement	OEM is required to do end-to-end installation, configuration and commissioning within 8 weeks from the date of license delivery
4	Trainings	Within 1 week from the date of completion of installation, configuration and commissioning

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

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

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

EXTENSION OF DELIVERY SCHEDULE:

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

NON-DELIVERY:

Failure of the successful bidder to comply with the above delivery schedule, shall constitute sufficient grounds for the annulment of the award of contract and invocation of bank guarantee

(delivery) besides taking appropriate action against the successful bidder including blacklisting such bidder from participating in future tenders.

OPERATIONALIZATION OF SOLUTION:

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

REVIEW:

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

B-EVALUATION PROCESS

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

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

Stage A. Evaluation of Eligibility

Stage B. Technical Evaluation

Stage C. Commercial Evaluation

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

Stage 1-Evaluation of Eligibility

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

Stage 2-Evaluation of Technical Bid

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

Bidders scoring at-least overall score of 223 marks or more will be declared technically qualified.

Bank may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the bidder. Those Bidders who meet the threshold score of 100 or more will be considered as “Qualified under Stage B” and will be considered for evaluation under Stage C. Those who do not meet the above threshold will not be considered for further evaluation and their EMD monies will be returned.

The threshold score for technical qualification would be 223 marks out of 297 marks based on the evaluation method given in Annexure E: Technical Bid Form:

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

Bank at its own discretion may ask for POC / Demo of the solution for cross validation of technical evaluation points as per Annexure E.

Stage 3-Evaluation of Commercial Bid

Scoring Methodology

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

Only those Bidders scoring at least 223 marks out of 297 marks in the technical evaluation will be short- listed for commercial evaluation.

The selection of Bidder shall follow the following method;

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

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

- i. Under CQCCBS, the technical proposals will be allotted weightage of 60% while the financial proposals will be allotted weightages of 40%.
- ii. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices
- iii. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

Highest point's basis:

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

As an example, the following procedure can be followed. In a particular case of selection of bidder, it was decided to have minimum qualifying marks for technical qualifications as and the weightage of the technical bids and financial bids was kept as 60:40. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 171, 190 and 205 marks respectively. The minimum qualifying marks were 171. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	Rs.120.
B	Rs.100.
C	Rs.110.

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

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

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

Proposal A: $171 \times 0.60 + 83 \times 0.40 = 135.8$ points.

Proposal B: $190 \times 0.60 + 100 \times 0.40 = 154$ points

Proposal C: $205 \times 0.60 + 91 \times 0.40 = 159.4$ points.

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

Proposal A: 135.8 points : H3

Proposal B: 154 points : H2

Proposal C: 159.4 points : H1

Proposal C at the highest evaluated points of 159.4 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

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

Note: The bank at its own discretion may undertake reverse auction

C-RFP SUBMISSION

E-TENDERING Process

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

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

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

M/s. e-Procurement Technologies Limited

B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College,
Ahmedabad- 380006, Gujarat

Help Desk:

Call/write us for Registration / Approval / DSC Verification:

Phone Nos.: +91 - 79 - 350 221 80 / 67

Cell Number: +91 - 63532 17080, +91-9099090830

Phone Nos. E Mail: info@abcprocure.com , dsc@abcprocure.com

Call/ Write us for Tender Submission

Mobile Number: +91 9904406300 | +91 9510812960 | +91 9265562821 | +91 6354919566

Write to us by e-mail at: Support@abcProcure.com

Call/write us for e-Auction Related Queries

Cell Number: 9510813194 | 9510813415 | 9904407997

Write to us by e-mail at: Support@abcProcure.com

Office Hours:

Monday to Friday - 10:00AM to 07:00PM (IST)

1st, 3rd and 5th Saturday - 10:00AM to 06:00PM (IST)

2nd and 4th Saturday - Holiday

RFP Fees

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

Bank Details for RFP Fees	
Account Number	0993010100000003
Account Name	TANDISD PAYMENT A C
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR 5,000/=

UTR Number may be uploaded on E-tendering portal

Earnest Money Deposit

Prospective bidders are required to submit Bank Guarantee drawn in favor of “Jammu and Kashmir Bank Ltd” payable at Srinagar, towards earnest money deposit (EMD) of INR 10,00,000 (Rupees Ten Lakhs only). The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank acceptable to the Bank. The Bank will not pay any interest on the EMD. The bidder can also submit the EMD through NEFT as per the following details:

Bank Details for Earnest Money Deposit	
Account Number	0993010100000003
Account Name	TANDISD PAYMENT A C
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001

IFSC Code	JAKA0HRDCHQ
Amount	INR 10,00,000/=

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

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

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

The EMD made by the bidder will be forfeited if:

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

The EMD will be refunded to:

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

Performance Bank Guarantee (PBG)

The successful bidder will furnish an unconditional performance bank guarantee for 5% of the

total project cost. The format of the PBG is given as per Annexure H. The PBG shall be submitted within 15 days from the date of issuance of Purchase order by the Bank. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Successful Bidder. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Bank on the printed letterhead of the issuing Bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank may invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract.

Tender Process

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

- v. Bank will enter in to contract with the L1 bidder (in normal cases). Rates fixed at the time of contract will be non-negotiable for the whole contract/SLA period and no revision will be permitted. This includes changes in taxes or similar government decisions.
- vi. In normal course L1 vendor will get 100% of the work order. However the Bank reserves the right to distribute the work among the shortlisted firms if required, keeping in view their performance, relative strengths and operational convenience. Therefore, the lowest tendering firm shall not have sole claim over the entire order. The L1-rate Vendor will get at least xx% of the work contract and the remaining work orders will be may be given to L2 and/or L3 rate vendor, provided they accept the L1 Rates. Vendors of L4 rate and beyond will not be considered. Bank's decision in this regard will be final.
- vii. This contract will be awarded for a period of xx years from date of signing the AMC contract. It may be further renewed if both parties wish to continue on the same terms of service.
- viii. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided by the vendor is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the vendor. Bank's decision in this regard will be final.
- ix. If any of the shortlisted Vendors are unable to fulfil the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other participating vendors after giving xx-days" notice to the defaulting Vendor. Also during the period of the AMC contract due to unsatisfactory service to our branches/offices, Bank will have the right to cancel the contract and award the contract to other participating vendors.

Bidding Process

- i. The bids in response to this RFP must be submitted in three parts:
 - a. Confirmation of Eligibility Criteria
 - b. Technical Bid" (TB) including and
 - c. Commercial Bid" (CB).
- ii. The mode of submission of Confirmation of Eligibility Criteria, Technical Bid (TB) and Commercial Bid (CB) shall be online.
- iii. Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted.

- iv. The Bidders who qualify the Eligibility Criteria & 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.
- v. Receipt of the bids shall be closed as mentioned in the bid schedule. Bid received after the scheduled closing time will not be accepted by the Bank under any circumstances.
- vi. Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount / Bank Guarantee in lieu of the same should accompany the Technical Bid. Bidders, who have not paid Cost of RFP and Security Deposit (EMD amount) will not be permitted to participate in the bid and bid shall be summarily rejected.
- vii. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder'.
- viii. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.
- ix. No rows or columns of the tender should be left blank. Offers with insufficient information are liable to rejection.
- x. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
- xi. Bank reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.
- xii. Modification to the Bid Document, if any, will be made available as an addendum/corrigendum on the Bank's website and Online tendering portal.
- xiii. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders' queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall

regularly visit Bank's website or online tendering portal to get themselves updated on changes / development in relation to this RFP.

- xiv. Prices quoted should be exclusive of GST.
- xv. Applicable taxes would be deducted at source, if any, as per prevailing rates.
- xvi. The price ("Bid Price") quoted by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.
- xvii. During the period of evaluation, Bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation.
- xviii. The Bank's decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.
- xix. The Bidder shall bear all the costs associated with the preparation and submission of its bid and the bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Deadline for Submission of Bids:

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

Bid Validity Period

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.
- iii. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any

account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

Bid Integrity

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

Cost of Bid Document

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

Contents of Bid Document

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

Modification and Withdrawal of Bids

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

Payment Terms

Payment will be made as per the milestones defined below:

Project Milestone	Payment (Incl. Of applicable taxes)
On delivery/Installation and followed by activation of licenses for first year subject to receiving UAT sign off & confirmation from JK Bank.	60% of First year Cost
On Deploying policies and post Go Live sign off as per JK Bank's requirement	40% of First year Cost
License payments shall be made yearly post activation for year 2 & 3.	Yearly Basis

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

- a) Post Signing of Service Level Agreement (SLA) between Bank and Successful bidder.
- b) Post Signing of Non-Disclosure Agreement (NDA) between Bank and Successful bidder.
- c) Sign off from Bank at various stages.
- d) Submission of PBG
- e) All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.

D-GENERAL TERMS & CONDITIONS

Standard of Performance

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

Indemnity

- a) The Company shall indemnify and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees), relating to or resulting directly or indirectly from:
 - I. Intellectual Property infringement or misappropriation of any third-party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project,
 - II. Claims made by the employees who are deployed by the Company,
 - III. Breach of confidentiality obligations by the Company,
 - IV. Negligence (including but not limited to any acts or omissions of the Company, its officers, principals or employees) or misconduct attributable to the Company or any of the employees deployed for the purpose of any or all of the its obligations,
 - V. Any loss or damage arising out of loss of data;
 - VI. Bonafide use of deliverables and or services provided by the company;
 - VII. Non-compliance by the Company with applicable Laws/Governmental/Regulatory Requirements.

Provided however,

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

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

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

Cancellation of Contract and Compensation

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

- a. The selected Bidder commits a breach of any of the terms and conditions of the RFP/contract.
- b. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- c. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- d. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

Liquidated Damages

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

Fixed Price

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

Right to Audit

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

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

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 contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within Three 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

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.

Assignment

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

without prior consent of Bidder.

Applicable law and jurisdictions of court

The Contract with the selected Bidder shall be governed in accordance with the Laws of UT Of J&K read with laws of India so far as they are applicable to the UT of J&K for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Srinagar (with the exclusion of all other Courts).

Resolution of Disputes and Arbitration clause

The Bank and the 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 and designated representative of the Successful bidder. If designated Officer of the Bank and representative of 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 Successful 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 Successful bidder are unable to resolve the dispute amicably OR any party fails to designate its officer/representative/ senior authorized personnel within 30 days from the date of request in writing for the same by the other party for amicable settlement of dispute, the same shall be referred to arbitration.

All disputes/differences which may arise between the parties shall be resolved mutual and amicable settlement between the parties within 30 days from the date of receipt of a written notice raising such dispute by either of the party. In case there is no amicable settlement between the parties, the dispute or difference arising in relation to meaning or interpretation of terms and conditions, the same shall be referred to a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and the venue of the arbitration shall be at Srinagar. The language of the arbitration proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.

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

The Successful Bidder shall have to execute service level agreement for deliverables and successful execution of the projects to meet Banks requirement to its satisfaction. The Bank would stipulate strict penalty clauses for nonperformance or any failure in the implementation/efficient performance of the project. The Bidder should execute the Agreement within 15 days from the date of acceptance of Work Order. The date of agreement shall be treated as date of engagement and the time-line for completion of the assignment shall

be worked out in reference to this date. The Bidder hereby acknowledges and undertakes that terms and conditions of this RFP may be varied by the Bank in its absolute and sole discretion. The SLA/NDA to be executed with the successful bidder shall accordingly be executed in accordance with such varied terms.

‘NO CLAIM’ Certificate

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

Cost and Currency

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

- a) Cost of the equipment/software/licenses/service specified
- b) Installation and commissioning charges, if any,
- c) Packing, Forwarding and Transportation charges up to the sites to be inclusive.
- d) All taxes and levies and for Destinations.

No Agency

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

Project Risk Management

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

Information Security:

- a. The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, flash / pen drives, storage tapes or any other media out of J&K Bank’s premises without written permission from J&K Bank.
- b. The Bidder’s personnel shall follow J&K Bank’s information security policy and instructions in this regard.
- c. The Bidder acknowledges that J&K Bank 's business data and other proprietary information or materials, whether developed by J&K Bank or being used by J&K Bank pursuant to a license agreement with a third party (the foregoing collectively referred

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

- d. Bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by J&K Bank, whichever is earliest, return any and all information provided to Bidder by J&K Bank, including any copies or reproductions, both hardcopy and electronic.
- e. That the Company and each of its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Company’s and its subsidiaries’ businesses. Without limiting the foregoing, the Company and its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Company’s and its subsidiaries’ businesses.
- f. The Bidder shall certify that to the knowledge of the Bidder, there has been no security breach or other compromise of or relating to any information technology and computer systems, networks, hardware, software, data, or equipment owned by the Bidder or its subsidiaries or of any data of the Bidder’s, the Operating Partnership’s or the Subsidiaries’ respective customers, employees, suppliers, vendors that they maintain or that, to their knowledge, any third party maintains on their behalf (collectively, “IT Systems and Data”) that had, or would reasonably be expected to have had, individually or in the aggregate, a Material Adverse Effect, and

- g. That the Bidder has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to its IT Systems and Data;
- h. That the Bidder is presently in compliance with all applicable laws, statutes, rules or regulations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification. Besides the Bidder confirms the compliance with Banks Supplier Security Policy.
- i. That the Bidder has implemented backup and disaster recovery technology consistent with generally accepted industry standards and practices.
- j. That the Bidder and its subsidiaries IT Assets and equipment, computers, Systems, Software's, Networks, hardware, websites, applications and Databases (Collectively called IT systems) are adequate for, and operate and perform in all material respects as required in connection with the operation of business of the Bidder and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants.
- k. That the Bidder shall be responsible for establishing and maintaining an information security program that is designed to:
 - l. Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and
- m. That the Bidder will notify Customer of breaches in Bidder's security that materially affect Customer or Customer's customers. Either party may change its security procedures from time to time as commercially reasonable to address operations risks and concerns in compliance with the requirements of this section.
- n. The Bidder shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of Personal Data and/or use, access, copying, exhibition, transmission or removal of Bank's Confidential Information from Companies facilities. Bidder shall promptly provide Bank with written descriptions of such procedures and policies upon request. Bank shall have the right, upon reasonable prior written notice to Bidder and during normal business hours, to conduct on-site security audits or otherwise inspect Companies facilities to confirm compliance with such security requirements.
- o. That Bidder shall establish and maintain environmental, safety and facility procedures,

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

- p. That the Bidder shall perform, at its own expense, a security audit no less frequently than annually. This audit shall test the compliance with the agreed-upon security standards and procedures. If the audit shows any matter that may adversely affect Bank, Bidder shall disclose such matter to Bank and provide a detailed plan to remedy such matter. If the audit does not show any matter that may adversely affect Bank, 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 Bidder's security by virtue of providing such summary.
- q. That Bank may use a third party or its own internal staff for an independent audit or to monitor the Bidder's audit. If Bank chooses to conduct its own security audit, such audit shall be at its own expense. Bidder shall promptly correct any deficiency found in a security audit.
- r. That after providing 30 days prior notice to Bidder, Bank shall have the right to conduct a security audit during normal business hours to ensure compliance with the foregoing security provisions no more frequently than once per year. Notwithstanding the foregoing, if Bank has a good faith belief that there may have been a material breach of the agreed security protections, Bank shall meet with Bidder to discuss the perceived breach and attempt to resolve the matter as soon as reasonably possible. If the matter cannot be resolved within a thirty (30) day period, the parties may initiate an audit to be conducted and completed within thirty (30) days thereafter. A report of the audit findings shall be issued within such thirty (30) day period, or as soon thereafter as is practicable. Such audit shall be conducted by Bidder's auditors, or the successors to their role in the event of a corporate reorganization, at Bidder's cost.

Survival

Any provision of the Contract/Agreement which, either expressly or by implication, survives the termination or expiration of the Contract/Agreement, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract/Agreement is valid and in force and effect. The provisions of the clauses of the Contract/Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership shall survive the expiry or termination of the Contract/Agreement and in relation to confidentiality,

the obligations continue to apply unless J&K Bank notifies the Bidder of its release from those obligations.

No Set-Off, Counter-Claim and Cross Claims

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

Statutory Requirements

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

Bidder Utilization of Know-how

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

Corrupt and Fraudulent practice.

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

Solicitation of Employees

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

Proposal Process Management

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

Confidentiality Provision

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

Sub-Contracting

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

Reverse Auction

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

Award Notification

The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily.

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

Suspension of Work

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

1. Taxes and Duties:

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

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

Annexure A: Confirmation of Terms and Conditions

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

Dear Sir,

Sub: RFP No For RFP FOR MOBILE DEVICE MANAGEMENT SOLUTION
date

Further to our proposal dated, in response to the Request for Proposal for selection of vendor for providing services for RFP FOR MOBILE DEVICE MANAGEMENT SOLUTION (hereinafter referred to as “RFP”) issued by The Jammu & Kashmir Bank (J&K BANK) we hereby covenant, warrant and confirm as follows:

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

Place:

Date: Seal and signature of the bidder

Annexure B: Tender Offer Cover Letter

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

Dear Sir,

Sub: RFP no: _____ for RFP FOR MOBILE DEVICE MANAGEMENT SOLUTION dated

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer services for RFP FOR MOBILE DEVICE MANAGEMENT SOLUTION to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

Place:

Date:

Seal and signature of the bidder

Annexure C: Details of SI/OEM

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

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

Date:

Seal and signature of the bidder

Annexure D: Compliance to Eligibility Criteria

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

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

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

S.No	Financial and other requirement to be met by the bidder	Supporting document to be submitted
1	The Bidder must be registered with Registrar of Companies / a Govt Organization/ PSU / PSE/ LLP or Private/ Public Limited Company in India.	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India
2	The Bidder should have been in existence in India for the last three years as on 31.03.2025.	Copy of Certificate of Incorporation / Certificate of commencement of business.
3	The Bidder should have a minimum annual turnover of Rs. 100 Crores (Rupees One hundred Crores Only) in each of the last three financial years viz . , 2022-23, 2023-24 and 2024-25	Audited Financial statements for the financial years 2022-23, 2023-24 and 2024-25 with CA Certificate for the said period
4	The Bidder should have positive net worth in each of the last 3 financial Year’s viz. 2022-23, 2023-24 and 2024-25 Net Worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) - (Accumulated balance of loss + Balance of deferred revenue expenditure + other intangible assets)	Audited Financial statements for the financial years 2022-23, 2023-24 and 2024-25. CA Certificate for the said period. The CA certificate should be without any conditions.

5	The Bidder should not have filed for Bankruptcy in any country.	Self-declaration confirming the Criteria.
6	The Bidder should not have been blacklisted / barred by any Public Sector Bank, Government of India or any regulatory body in India at the time of bid submission.	Self-declaration confirming the criteria.
7	Bidders shall be the Original Equipment Manufacturers (OEM) of Solution (OR) an authorized Security Service Provider.	If the applicant is an OEM, an Undertaking Letter has to be submitted in this effect. If the bidder is an Authorized Dealer/Distributor, an Authorization letter from their OEM to deal/market their product in India and it should be valid at the time of submission of the Bid
8	The Bidder should have its own Service Centre/Office/ in India	Relevant Credential letters.
9	The proposed solution must be deployed in at least 3 PSU Banks and/or Private Banks in India, during last 3 years, and should be currently running successfully.	The bidder shall provide the details of contract which are still valid. Work Orders & Reference Letters of satisfactory Performance from the Clients as per format provided has to be submitted along with documentary proof. Purchase Order along with Email from the client containing all the required information. Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Mobile no.
10	The proposed solution should have been in existence for at least 5 years or more.	Bidder should provide the purchase order copy or reference letter from their customer for the same.
11	The OEM or Bidder/ should be in business of development / Manufacturing / Selling Information Security products for the immediate preceding three years in India as on 31.03.2025.	Bidder should provide the purchase order copy or reference letter from their customer for the same.

12	The Bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder's capability to provide / continue the services to Bank.	Self-declaration Confirming the criteria.
13	The bidder or OEM should have a fully functional Customer Service Centre with 24/7 accessibility. The centralized trouble-ticketing tool for call logging, monitoring and troubleshooting purpose should have 24/7 access via a published number and email ID	Certificate containing the details
14	Bidder and OEM must be an ISO 27001: 2022 or higher certified company.	ISO 27001 certificate

Annexure E: Technical Bid Form

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

Chief Information Security Officer

Information Security Department.

Corporate Headquarters

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

SUB: REQUEST FOR PROPOSAL (RFP) FOR MOBILE DEVICE MANAGEMENT SOLUTION.

Part A

S.No	Technical Specification	Compliance (Y/N)	Marks
A	General		
1	Proposed solution should Failover to standby site without compromising defined security policies or requiring changes at end-user devices.		1
2	The proposed solution should have 100% redundancy and Provided with high availability at both primary and disaster recovery sites.		1
B	Platform Architecture		
1	Proposed solution should support platforms: Android, iOS, Windows Phone, Windows 10, Windows 11, OSX, Chrome		1
2	Proposed solution should support open enterprise platform technology (like .NET, Microsoft SQL, Windows Server, etc)		1
3	Proposed solution should support RESTful APIs for extensibility / workflows		1
4	Proposed solution should have multi-tenant architecture to support multiple active LDAP, Exchange, PKI, etc. integration services		1
5	Proposed solution should have grouping of devices and users based on business units, organization groups, geographic locations, device ownership, etc.		1
6	Proposed solution should have customized branding by group (device enrollment, self-service portal, app catalog, admin console, native applications)		1
7	Proposed solution should support federated authentication (SAML 2.0)		1

8	Proposed solution should limit device registration based on LDAP OU, groups and attributes.		1
9	Proposed solution should automatically e-mail user to enroll based on being added to an LDAP group		1
10	Proposed solution should restrict device registration to IT approved device platforms, model, OS, and ownerships		1
11	Proposed solution should generate reports and analysis		1
C	Device Management		
1	Proposed solution should have compromised device detection (jailbreak, root)		1
2	Proposed solution should have Offline wipe triggered upon compromised detection, including application-specific threats		1
3	Proposed solution should have kiosk-mode to restrict device to run approved applications (Android & iOS (Single App))		1
4	Proposed solution should support shared device deployments (one device that multiple users can login and receive their appropriate content)		1
5	Proposed solution should integrate with Android, IOS or Windows		1
6	Proposed solution should integrate with specific OEM APIs (KNOX, LG, Moto, Sony, Panasonic, etc.)		1
7	Proposed solution should support Windows 10, Windows 11 including streamlined deployment (OOBE, bulk enrollment, add work account), health attestation, conditional access, encryption policies, Windows Hello and Passport integration, update management		1
8	Proposed solution should support Apple's Device Enrollment Program and VPP for iOS and Mac OS X		1
9	Proposed solution should manage Wi-Fi-only (non-cellular-capable) devices		1
10	Proposed solution should recognize multiple devices per user		1
11	Proposed solution should enforce user-authentication before device use		1
12	Proposed solution should apply policies by device type or OS		1
13	Proposed solution should push out and manage a WLAN profile		1
14	Proposed solution should disable/enable the camera		1
15	Proposed solution should determine device compliance based on the OS version		1
16	Proposed solution should configure the device to lock if the maximum number of failed login attempts are exceeded		1

17	Proposed solution should configure device lock or wipe if the SIM card is changed or removed		1
18	Proposed solution should configure device lock or wipe if the device cannot communicate with the EMM suite		1
19	Proposed solution should detect hardware-based jailbreak or rooting before allowing enterprise resource access		1
20	Proposed solution should detect software-based jailbreak or rooting before allowing enterprise resource access		1
21	Proposed solution should check device policy compliance before allowing enterprise resource access		1
22	Proposed solution should have an automatic policy control that deletes all enterprise policies, profiles, apps and data if the management agent is removed		1
23	Proposed solution should configure and manage the internal VPN		1
24	Proposed solution should manage multiple WLAN profiles		1
25	Proposed solution should support management of BYOD (employee-owned) and GFE devices with equal facility		1
26	Proposed solution should support multi-factor authentication		1
27	Proposed solution should support remote trouble-shooting and administration		1
28	Proposed solution should support centralized configuration & policy management (group-based configuration)		1
29	Proposed solution should support SIM mapping with device, so that SIM change will disable the functioning of device		1
30	Proposed solution should have device wipe/part wipe, in case number of pre-defined attempts cross a predefined attempts or device not connected to EMM for defined number of days		1
31	Proposed solution should have mobile asset and GPS tracking		1
D	Compliance		
1	Proposed solution should have web user interface to define and assign compliance policies (no scripting required)		1
2	Proposed solution should have customizable compliance levels (define 1-n compliance tiers)		1
3	Proposed solution should have defined automatic actions for compliance and tiers of actions and notifications (immediate, X minutes, X hours, X days)		1

4	Proposed solution should have fully configurable notification system (notify select admins or end-users based on select events defined)		1
5	Prevent data leakage by applying micro level policies like blocking microphone and camera if container application is open		1
6	In offline mode, certificate and keys should be encrypted		1
7	Proposed solution should have encryption for data in motion and for data at rest		1
E	Reports and Logging		
1	Proposed solution should have pre-configured policy reports, including, but not limited to, compliance, asset management, applications, e-mail, content, certificates, etc.		1
2	Proposed solution should have real time device data reporting and dashboard views		1
3	Proposed solution should have centralized event log to capture all device and administrative events (logins, policy changes, application updates, configuration updates, etc.)		1
F	E-mail Management		
1	Proposed solution should have support for containerized e-mail, calendar, contacts		1
2	Proposed solution should prevent unmanaged / compromised / non-compliant devices from e-mail access		1
3	Proposed solution should have 2-factor e-mail authentication (certificate and un/pw)		1
4	Proposed solution should support S/MIME e-mail (iOS and Android)		1
5	Proposed solution should whitelist applications for opening attachment		1
6	Proposed solution should encrypt e-mail attachments (AES 256 encryption)		1
7	Proposed solution should disable access to all e-mail attachments upon jailbreak/root detection (without internet connectivity)		1
8	Provide email conversation threading and viewing capabilities.		1
G	Application Distribution & Security		
1	Proposed solution should blacklist / whitelist / required application lists		1
2	Proposed solution should support different deployment policies (on-demand, auto-install, VPN configs, etc.) for different groups of users		1
3	Proposed solution should unify application catalog to enable users to access any application - native, web or remote - on any device		1

4	Proposed solution should support application distribution from backend file share or 3rd party CDN server		1
5	Proposed solution should support multiple VPP tokens and assignment of applications to users		1
6	Proposed solution should support multiple application versions (different devices use different versions)		1
7	Proposed solution should auto-configure applications (URL/post settings, group codes, e-mail addresses, license keys) for simplified onboarding		1
8	Proposed solution should secure applications by wrapping post code complies without modifying source code		1
9	Proposed solution should secure applications by integration with SDK		1
10	Proposed solution should update AppWrapping security settings OTA at any time		1
11	Proposed solution should enforce user-authentication before application use (e.g. login with corporate credentials)		1
12	Proposed solution should auto-detect compromised status upon application launch and restrict application use when detected		1
13	Proposed solution should have AppTunnel - Certificate based secure app-specific VPN tunnel to internal network		1
14	Proposed solution should have user-level micro-segmentation that extends security from the device to the data center		1
15	Proposed solution should have built in one-touch mobile single sign-on (SSO) with conditional access		1
16	Proposed solution should block access to consumer app stores		1
17	Proposed solution should have the ability to scroll through large attachments		1
18	Proposed solution should have ability to view free/busy status in calendars		1
19	Proposed solution should have ability to join meetings directly from the calendar invite.		1
H	Content Management		
1	Proposed solution should integrate with existing on-prem solutions (Network Shares, WebDAV, SharePoint, CMIS,SIEM)		1
2	Proposed solution should support cloud repositories (O365, One Drive, Google Drive, Box)		1
3	Proposed solution should have global search across corporate repositories		1

4	Proposed solution should seamlessly integrate with existing content repositories - no need to copy or duplicate existing content		1
5	Proposed solution should encrypt in-use and at rest content (FIPS 140-2 AES 256)		1
6	Proposed solution should prevent copy / paste / screenshot / printing		1
7	Proposed solution should have content accessibility effective and expiration dates		1
8	Proposed solution should restrict content downloads while roaming, and should have it for Wi-Fi only connections		1
9	Proposed solution should have Whitelist or Blacklist file types to determine what can be uploaded or synced		1
10	Proposed solution should have desktop synchronization - a two-way sync of content from desktop to device (PC & Mac)		1
11	Proposed solution should have Outlook Add-In for creating links to documentation in e-mail.		1
12	Proposed solution should share content with peers and external users through secure URL		1
13	Proposed solution should have password protected shared content links		1
14	Proposed solution should limit number of downloads for shared content links		1
15	Proposed solution should assign different content sharing access and editing privileges to users or groups		1
16	Proposed solution should have the functionality to comment on documents and @tag a user in the comment		1
I	Identity Management		
1	Proposed solution should integrate with enterprise LDAP/S directory for users and groups		1
2	Proposed solution should integrate with the enterprise LDAP/S directory for the administrator console		1
3	Proposed solution should provide Microsoft AD credential integration.		1
4	Proposed solution should natively integrate with Microsoft AD Certificate Services.		1
5	Proposed solution should function as enterprise certificate manager		1
6	Proposed solution should use SCEP for certificate distribution		1
7	Proposed solution should provide basic certificate-based authentication for device access		1

8	Proposed solution should support certificate-based user authentication for access to container applications		1
9	Proposed solution should provide basic certificate-based authentication of a single user across multiple devices		1
10	Proposed solution should provide certificate-based authentication for Microsoft Exchange		1
11	Proposed solution should provide certificate-based authentication for communication links		1
12	Proposed solution should support password policies for the device		1
13	Proposed solution should support password policies for the container		1
14	Proposed solution should support administrator console password policies		1
15	Proposed solution should be able to monitor device usage in order to provide contextual authentication		1
16	Proposed solution should provide 2-factor authentication for container access		1
17	Proposed solution should support OpenID Connect		1
18	Proposed solution should authenticate access to off-device resources by providing SSO to the container		1
J	Self Service Portal		
1	Proposed solution should provide users with self-service portal to manage their own devices and corporate access (GPS, Policy and Security Management, Compliance visibility)		1
2	Proposed solution should apply privacy settings ensuring sensitive device data is not collected		1
3	Proposed solution should have visual privacy app for users to see what admins can access on their device		1
4	Proposed solution should provide customized support information		1
K	Secure Browsing		
1	Proposed solution should provide separate corporate browser for secure browsing		1
2	Proposed solution should have kiosk mode to restrict browser to a single web application or whitelists / blacklists sites		1
3	Proposed solution should have Intranet browsing through secure AppTunnel (no device VPN required)		1
4	Proposed solution should enforce security policies (Prevent copy/paste, Data at rest protection (cache, cookies, history)		1

5	Proposed solution should ensure that there is no direct flow of data from internet desktop to user desktop at any stage.		1
6	Proposed solution should prevent transfer of un-authorized content out of the organization		1
7	Proposed solution should prevent transfer of malicious code and files into the organization		1
8	Proposed solution should prevent all un-authorized traffic flows		1
9	Proposed solution should prevent exploitations of infrastructure vulnerabilities		1
10	Proposed solution should provide published browser or stateless virtual desktops for internet access / browsing		1
11	Proposed solution should integrate with virtualization-aware agentless anti-virus		1
12	Proposed solution should provide a state full in-kernel distributed firewall such that the firewalling can be provided closest to the application so that the sensitive application traffic and internet traffic can be classified and separated at the source		1
13	Proposed solution should provide granular firewall rules that can be configured at a VM-level to allow traffic only to the internet. Lateral movement of traffic in the same network segment should be blocked.		1
14	Proposed solution should support access to the desktop and applications on HTML5 based browser from intranet without compromise of security		1
15	Proposed solution should be able to support on-demand horizontal scaling of the infrastructure for Virtual Desktops, Application Hosting and networking policies with no disruption		1
16	Proposed solution should support smart policies in cases where required - allow one way data transfer from intranet to internet facing zone, re-direction of user data disks as read-only drives, one-way clipboard		1
L	Unified agent		
1	Unified, single agent for device management, remote control, vulnerability management, patching and DLP to reduce resource utilization on devices		1
M	Onboarding and device hardening		
1	Automated and zero-touch onboarding methods for Windows, Android and iOS		1
2	User-initiated onboarding		1
3	SMS-based onboarding		1

4	100+ policies and templates across management, attack surface reduction, vulnerability management, and patching in a unified console		1
5	Automated device grouping based on enrollment		1
6	User-based grouping and policy deployment		1
7	Device-based policy deployment		1
8	Automated device-user mapping		1
N	Vulnerability management and patching		
1	Automated Patch detection, correlation with CVEs, testing and deployment of Windows OS, Drivers, BIOS (few OEMs), third-party software, AV definitions		1
2	Automated detection, testing and deployment of mobile OS, store and enterprise apps.		1
3	Enforce updates after bank working hours		1
4	Roll back of patches		1
5	System misconfigurations, server port audits , high-risk software, zero-day vulnerability detection and remediation		1
6	Audit and Control of USB and peripheral devices, with just-in-time access		1
7	Audit and control (whitelist and blacklist) of software (Windows, macOS, Android and iOS)		1
8	Privilege control for software with just-in-time elevations (Windows)		1
9	Endpoint DLP		1
10	Automated classification of sensitive data based on file type, content matching, regex matching, extensions, or PII such as financial information within files on Windows devices		1
11	Prevention of screenshots, uploads and copy-paste of sensitive information on Windows devices		1
12	The tool should support Application/software Whitelisting or blacklisting of softwares based on different criteria (Software title, Hash value, registry entries, etc.)		1
13	Browser URL whitelist and blacklist		1
14	Browser add-on control (Windows)		1
15	Browser customization		1
16	Browser hardening based on STIG compliance		1
17	Windows device hardening based on CIS benchmarks (audits)		1

18	Local admin management on devices to enable disable accounts, change passwords centrally		1
19	Host (servers and desktops) Firewall Configuration: 1. Configure host firewalls on systems to restrict lateral movement within the network. 2. Implement appropriate firewall rules to prevent unauthorized access.		1
O	Inventory management		
1	Automated collection of telemetry, in near-real time for 1000+ factors		1
2	Organization summary based on tabular and dashboard views		1
3	Hardware information (RAM, storage, display, battery, input devices and more)		1
4	Software assets (user, OS, and admin install sw, license keys, usage metrics)		1
5	OS details (license keys, version, and more)		1
6	Certificates installed		1
7	Vulnerabilities (available OS and third-party updates, CVEs)		1
8	Logged on users (current with logon history)		1
9	System (services, users, groups, drivers, shares)		1
10	200+ pre-built reports on devices, inventory, users, directory, security and more		1
11	Customizable scheduled reports		1
12	Integrations with BI tools for custom reporting dashboards		1
13	Query-based reports		1
P	Application Packaging & Deployment		
1	Support for: 1.Windows: EXE/APPX/MSIEXEC/MSU/MSIX/MSIXBUNDLE/MSI/MSP/XAP/APPXBUNDLE 2. macOS: PKG/APP/DMG 3. Android: APK/AAB 4. iOS: IPA		1
2	Support for Apple App Store, VPP, Google Play Store and Chrome Store		1
3	2000+ readily deployable package templates for Windows		1
4	Windows software pre-deployment checks/actions related to: registry, software, version, disk space, RAM, environment variables, script deployment, services, processes and more		1

5	Windows software post-deployment checks/actions related to: registry, environment variables, script deployment, services, processes, shortcuts and more		1
6	Support for multiple versions of uploaded apps for testing		1
Q	Remote troubleshooting and monitoring tools		
1	Remote access: task manager (Windows)		1
2	Remote access: services (Windows)		1
3	Remote access: registry (Windows)		1
4	Remote access: processes (Windows)		1
5	Remote access: file manager (Windows)		1
6	Remote access: event viewer (Windows)		1
7	Remote access: task scheduler (Windows)		1
8	Remote access: shares (Windows)		1
9	Remote access: printers (Windows)		1
10	Remote access: PowerShell and Command Prompt (Windows)		1
11	Remote control of Windows, Android and remote view of iOS devices		1
12	Unattended remote control for Windows and Android		1
13	Chat with users during remote control session		1
14	Transfer files during remote control session		1
15	Remote control of devices with zero additional setup or integrations		1

Part B

Sr. No.	Evaluation category	Evaluation criteria	Scoring Logic	Criteria Weightage
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01	Solution Implementation and Service Experience in the BFSI or Technology Organisation	A. Number of years' Experience in providing and successful implementation of the similar platform / solution to the clientele. B. Experience in terms of completed number of projects	a) 3-4 Years – 5 Marks 5-8 years-10 Marks > 8 years - 15 Marks b) 3 - 4 projects- 10 marks > 4 projects –20 Marks	35 Marks
02	Approach and Methodology	Understanding of the Scope of Work, Approach, Project implementation planning and timely execution completion	Subjective Evaluation based on document provided by Bidder	20 Marks
03	Resource Profile	No. of OEM Certified Engineers / Resources having 05 years or above of experience in implementing and transition support	2-3 Personnel – 15 Marks 3-5 Personnel – 20 Marks >5 Personnel – 25 Marks	25 Marks
04	Active Clients/References in BFSI or Technology Sector	No. of Active Clients with the same proposed platform based solution (Copy of PO & Agreement to be submitted precisely mentioned with scope and deliverables)	01-03 = 05 marks 04-06 = 10 marks 07-10 = 15 marks >10 = 20 marks	20 Marks

Total Marks including Part A and Part B	297 Marks
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We confirm that our proposed Solution meet all the specifications mentioned as above.
 Signature and Seal of Company

Annexure F: Commercial Bid Format

S. No.	Item Details	Qty	Unit cost for one year (Rs)	Total cost for one year (Rs)	Total Cost for three years (Rs)	Method of Consumption
1	MDM Tool Licenses for approx. users	7000				To be billed post activation
2	Database License Cost (non-oracle) + Database AMC					To be billed post activation
3	One-time Implementation Cost		NA			To be billed post activation
4	Annual Maintenance and Support for Three Years		NA			To be billed post activation

Note: In case of oracle Database, bank will procure license itself.

In case of any additional license requirement during the contract period, the Bidder shall provide the additional licenses at the same rate as finalized in purchase order. The price of additional licenses shall remain applicable from the date of activation of such licenses till the end of the contract period.

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

***** The prices are Exclusive of all Taxes**

Note:

- a. For each of the above items provided the bidder is required to provide the cost for every line item where the bidder has considered the cost in BOM.

- b. The bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
- c. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- d. All Deliverables to be supplied as per RFP requirements provided in the tender
- e. The Service Charges need to include all services and other requirement as mentioned in the RFP
- f. The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- g. All prices to be in Indian Rupee (INR) only.
- h. Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response).
- i. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- j. **Details to be provided for any commercial provided against “Any Other Charges”. Bank have discretion to mark these line items as optional if Bank feels these items are not mandatory for the project. Cost of any other charges will be consider for TCO calculation purpose however Bank will place order for these items at Bank’s discretion as per requirement.
- k. If any of the milestone is part of the scope and not coved under commercial bid format then bidder have to provide the same in commercial bid format against any other charges as milestone wise separate line items.
- l. All Quoted Commercial Values should comprise of values only up to 2 decimal places. Bank for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- m. Bidder is required to factor/provide Hardware / Software Infrastructure under this project.

Signature with Seal

Date:

Name:

Designation:

Annexure G: Bank Guarantee Format

Bank _____ Guarantee _____ No: _____
Dated: _____
Bank: _____

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

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

WHEREAS, in terms of the conditions as stipulated in the RFP, the bidder is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a scheduled commercial bank in India in your favour to secure the order under Schedule 1 of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as “BANK GUARANTEE”) AND WHEREAS the SI/OEM has approached us, for providing the BANK GUARANTEE.

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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the bidder of any of the terms and conditions contained in the RFP and in the event of the bidder commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the bidder of their obligations in terms of the RFP. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the bidder has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the bidder after expiry of the relative guarantee period of the RFP and after the bidder had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a “No Demand Certificate” provided always that the guarantee shall in no event remain in force after the day ofwithout prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the bidder till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your

liberty with reference to matters aforesaid or by reason of any time being given to the bidder or any other forbearance, act or omission on your part or any indulgence by you to the bidder or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the bidder.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the bidder from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
14. The Bank Guarantee needs to be submitted in online form also via SFMS Application.
15. Notwithstanding anything contained herein above;
 - i. our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;
 - ii. this Bank Guarantee shall be valid up to and including the date ; and
 - iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
16. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of BANK

Authorized Signatory

Seal

Address

Annexure H: Performance Bank Guarantee Format

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

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

1. We, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said vendor of any of the terms and conditions contained in the Contract or by reason of the vendor's failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding..... (Rupees Only).
2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the vendor in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment

so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the vendor shall have no claim against us for making such payment.

3. We further agree that, if demand, as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said vendor and accordingly discharge this guarantee. Provided, however, serving of a written claim / demand in terms hereof on us for payment under this guarantee on or before the stipulated period , time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.
4. We further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by us against the said VENDOR and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Vendor or for any forbearance, act or omission on our part or any indulgence by us to the said vendor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Vendor.
6. We further agree and undertake unconditionally without demur and protest to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent. NOTWITHSTANDING anything contained herein above;

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



- (ii) This Guarantee shall be valid up to; and claim period of this Bank Guarantee shall be year/s after expiry of the validity period i.e., up to.....; and
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

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

For.....

BANK Authorized Signatory



Annexure I: Non-disclosure Agreement (NDA)

Mutual Non-disclosure Agreement

THIS MUTUAL NONDISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of (DD/MM/YYYY) by and between _____, a company incorporated under the laws of India , having its registered address at _____ (the “Company”) and “The Jammu and Kashmir Bank Ltd, a Banking Company under Companies Act,2013 having corporate and registered office at M.A.Road,Srinagar,J&K,India-190001 represented herein by Authorized Signatory (hereinafter referred as Licensee which unless the context requires include its successors in interests and permitted assigns). (the “Recipient”).

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

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

- i. was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party;
- ii. becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party;
- iii. is already in the possession of the receiving party at the time of disclosure by the disclosing part as shown by the receiving party’s files and records immediately prior to the time of disclosure;

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

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

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

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

6. No Warranty. All Confidential Information is provided “AS IS.” Each party makes no warranties, expressed, implied or otherwise, regarding its accuracy, completeness or performance.

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

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

9. Term. The Obligations of each receiving party hereunder shall survive for a period of from the date hereof.

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

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

12. Arbitration, Governing Law & Jurisdiction.

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



All disputes/differences which may arise between the parties shall be resolved mutual and amicable settlement between the parties within 30 days from the date of receipt of a written notice raising such dispute by either of the party. In case there is no amicable settlement between the parties, the dispute or difference arising in relation to meaning or interpretation of terms and conditions, the same shall be referred to a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and the venue of the arbitration shall be at Srinagar. The language of the arbitration proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.

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

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

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

Annexure J: Service Level Agreement.

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

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

and

- ii. M/S, registered under the Act, having its Registered Office at (Hereinafter referred to as the "Company" which expression shall unless it be repugnant

COMPANY NAME

RECIPIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Company Seal

Company Seal

to the context or meaning thereof, include its successors and assigns) of the OTHER PART,



through its authorized signatory Mr.....

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

Now therefore, this Agreement is witnessed as under:

Definitions of the terms

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

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

Scope

Bidder is required to supply, implement and maintain an Enterprise Mobile Device Management solution. Bidder's project scope, includes, but not limited to:

- 1) Design, supply, install, customize/ develop/test and maintain an MDM solution including software (all relevant application(s)/ software license(s))
- 2) Factor and propose a software-based solution as per the bidder's architecture which includes associated monitoring and or management software(s) and deploy on physical/virtualized hardware/environment.
- 3) Provide requisite training to Bank-identified trainers and core users (using Train the Trainer model).
- 4) Provide hand-holding support during roll-out

- 5) Design, size and create a detailed Bill of Material for hardware required to operationalize the proposed solution. Bidder needs to ensure that the proposed sizing caters to the solution during the tenure of the contract, failing which, Bidder would need to provide additional hardware without any additional cost to the Bank.
- 6) Provide project management services till implementation and Facility Management support for the tenure of the contract

Bank envisages below outlined indicative functionalities for the proposed MDM solution:

- A. Support BYOD (employee devices) and corporate devices
- B. Containerization to separate private and business data
- C. Support for below outlined applications inside the container
 1. Secured e-mail
 2. Container application
 3. Selected Mobility applications
- D. Capable of:
 1. Blocking corporate e-mail attachments, business files sharing through third party un-authorized applications like Gmail, SHAREIt, etc., Bluetooth, OTG, Wi-Fi, LAN or any other File-sharing mechanisms.
 2. Applying or modifying default device policy settings
 3. Creating and distributing customized acceptable-use policies and EULAs (privacy app)
 4. Defining role-based administrative portal access rights for administrators
 5. Approving or quarantining new mobile devices on the network
 6. Monitoring devices
 7. Selectively wiping corporate data leaving personal data intact
 8. Managing patches and updates
 9. Managing identities (Role-based policies through Active Directory)
 10. De-commissioning of devices by removing corporate data and UEM/MDM control
 11. Reports on detailed hardware and software inventory
 12. Reports on configuration and vulnerabilities
 13. Managing real-time document exchange notification
 14. Managing user mail profile
 15. Enforcing encryption and password visibility settings
 16. Implementing real-time compliance rules with automated actions
 17. Configuring passcode policies using quality, length and duration
 18. Sending notification to devices
 19. Making provision of self-service portals

E. Remote Management

1. Device Management which includes remote wipe, remote control, remote format etc.,
2. Application Management
3. Remotely locate, lock and wipe lost or stolen devices

F. Authentication

1. Active Directory
2. LDAP
3. OTP
4. SAML

G. Platforms

1. iOS
2. Android
3. Windows
4. MacOS
5. Chrome OS

H. Device Management

1. Out-of-the-Box Device Management
2. Detect and restrict jailbroken and rooted devices
3. Selectively wipe corporate data leaving personal data intact
4. Rogue Device Access Revocation
5. Simple Device Enrollment
6. Quick app deployment
7. Initiate individual or bulk device enrollments.

I. Enterprise Systems Integration - Instant discovery of devices accessing enterprise systems, connect with other operational systems through robust web APIs .

J. Content collaboration.

K. SDK kit for App Development.

L. Bidders shall implement the identified solutions including configuration, customization of the products as per Bank's requirement

M. Bidder shall be a single point of contact for all the services

N. Bidder shall co-ordinate with Bank's existing System Integrator(s) to integrate proposed MDM solution with existing SIEM solution, server and storage environment, enterprise network.

- O. Proposed MDM solution should have a comprehensive dashboard customized as per Bank's requirement
- P. Bidder has to comply with all the bank's policies (including Information Security Policy and Cyber Security policy) pertaining to the solution(s) proposed in this RFP. These policies will be shared only with the successful bidder.
- Q. Bidder has to comply RBI guidelines including Cyber Security Framework

Contract Uptime

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

The Company shall guarantee 24x7x365 an uptime of 99.90% during warranty which shall be calculated on quarterly basis. The "**Uptime**", for calculation purposes, equals to the Total number of hours of the day in a quarter, less Downtime in number of hours. Any part of hour is treated as full hour.

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

The percentage uptime is calculated on quarterly basis as follows:

(Total hours in a quarter - downtime hours within the quarter)

----- * 100

Total hours in a quarter

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

Service Management

Uptime:

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

Uptime of the solution	99.90%
------------------------	--------

- a) **“Uptime”** of the solution/each component shall be calculated using a standard formula as:
Uptime %age of the Solution = $(X-Y)/X$ where X is the number of Hours within the quarter, Y is the downtime Hours.
- b) **“Percentage down time”** shall mean the aggregate of downtime of the particular system during the quarter expressed as a percentage of total available time in a quarter i.e. $90 * 24$ hours. Thus, if the aggregate downtime of System works out to 2 hours during a quarter then the percentage downtime shall be calculated as follows:
 $(2 \times 100) / (90 \times 24) = 0.09\%$
- c) **“Response Time”** shall mean the interval from receipt of first information from Bank to the company, or to the local contact person of the Company by way of any means of communication informing them of the malfunction in System/Solution to the time Company Engineer attends the problem.
- d) **“Restoration Time”** shall mean the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and does not necessarily include root cause removal.
- e) **“Resolution Time”** shall mean the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.
- f) **“Down Time”** shall mean the period when the Application is not available due to the

problem in it and shall be the interval between the times of reporting of failure to the time of completion of repair. Down Time is the sum of response time and restoration time with the following exclusions:

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

Penalties shall be imposed in case of total uptime of Setup/Solution during the Contract period is less than the committed uptime. For every drop of 0.05 % than committed Uptime, warranty for the entire project shall be extended for 1 month. However if the downtime percentage exceeds 2 % or if the number of downtime occurrences is more than 8 per year, the Bank shall be within its rights to invoke the Performance Bank Guarantee submitted by the Company in regards to the supply and maintenance etc. of the solution without any notice.

Service Levels:

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

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

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

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

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

Severity Level	Response	Restoration	Resolution
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Severity-1	02 hrs.	04 hrs.	02 day
Severity-2	4 hrs.	06 hrs.	03 days
Severity-3	8 hrs.	24 hrs.	07 days

Penalties for Non-Compliance to Restoration and Resolution Time:

Severity Level	Restoration Breach	Resolution Breach
Severity-1	15 days of Warranty period Cost for every 4 hrs. of delay in restoration	15 days of Warranty period Cost for every 1 day of delay in resolution
Severity-2	10 days of Warranty period Cost for every 12hrs of delay in restoration	10 days of Warranty period Cost for every 2 days of delay in resolution
Severity-3	5 days of Warranty period Cost for every 24 days delay in restoration	5 days of Warranty period Cost for every 3 days of delay in resolution

Delivery:

Without prejudice to the rights of Bank to terminate this agreement/ the related purchase order, in case of the failure to deliver and /or install the solution within the stipulated timelines, penalty shall be levied for every 01 week delay at the rate of 2% of the order value (in which delay has occurred) up to a maximum of 05 weeks from the original date committed by the Company. The bank may in its sole discretion and without being bound to do so extend the date of delivery. In the event of the Bank agrees to extend the date of delivery at the request of the Company, it is a condition precedent that the validity of the Performance Bank Guarantee submitted by the Company in regard to the supply and maintenance etc. of the solution shall be extended by further period as required by the Bank before the expiry of the original Bank Guarantee. Failure to do so will be treated as breach of contract.

Term and Termination.

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

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



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

Payment Terms

The Bidder must accept the payment terms proposed by the Bank as proposed in this section. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the bidder in the price bid against such activity / item.

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

Payment will be made as per the milestones defined below:

Project Milestone	Payment (Incl. Of applicable taxes)
On delivery/Installation and followed by activation of licenses for first year subject to receiving UAT sign off & confirmation from JK Bank.	60% of First year Cost
On Deploying policies and post Go Live sign off as per JK Bank's requirement	40% of First year cost
License payments shall be made yearly post activation for year 2 & 3	Yearly Basis

Note: Bidder has to provide 5% PBG of the total project cost for payment release once which must be valid after 6 months after completion of the project.

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

- a) Post Signing of Service Level Agreement (SLA) between Bank and Successful bidder.
- b) Post Signing of Non-Disclosure Agreement (NDA) between Bank and Successful bidder.
- c) Sign off from Bank at various stages.
- d) Submission of PBG

Assignment

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

Dispute Resolution

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

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

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

Entire Agreement, Amendments, Waivers.

- i. This Master Agreement and each Service Attachment contains the sole and entire agreement of the parties with respect to the entire subject matter hereof, and supersede any and all prior oral or written agreements, discussions, negotiations, commitment,

understanding, marketing brochures, and sales correspondence and relating thereto. In entering into this Master Agreement and each Service Attachment each party acknowledges and agrees that it has not relied on any express or implied representation, or other assurance (whether negligently or innocently made), out in this Master Agreement and each Service Attachment. Each party waives all rights and remedies which, but for this Section, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance.

- ii. Neither this Master Agreement nor any Service Attachment may be modified or amended except in writing and signed by the parties.
- iii. No waiver of any provisions of this Master Agreement or any Service Attachment and no consent to any default under this Master Agreement or any Service Attachment shall be effective unless the same shall be in writing and signed by or on behalf of the party against whom such waiver or consent is claimed. No course of dealing or failure of any party to strictly enforce any term, right or condition of this Master Agreement or any Service Attachment shall be construed as a waiver of such term, right or condition. Waiver by either party of any default other party shall not be deemed a waiver of any other default.

Severability

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

Remedies Cumulative

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

Partnership / Collaboration / Subcontracting

The services offered to be undertaken in response to this RFP shall be undertaken to be provided

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

Confidentiality

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

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

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

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

The Receiving Party, who receives the confidential information and the materials, agrees that on receipt of a written demand from the Disclosing Party, they will immediately return all

written confidential information and materials and all copies thereof provided to and which is in Receiving Party's possession or under its custody and control.

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

The restrictions mentioned hereinabove shall not apply to:-

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

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

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

Termination of Contract

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 three months prior notice.

For Insolvency:

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

For Non-performance:

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

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

Indemnity

- a. The Company shall indemnify and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees), relating to or resulting directly or indirectly from:
 - i. Intellectual Property infringement or misappropriation of any third-party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project,
 - ii. Claims made by the employees who are deployed by the Company,
 - iii. Breach of confidentiality obligations by the Company,
 - iv. negligence (including but not limited to any acts or omissions of the Company, its officers, principals or employees) or misconduct attributable to the Company or any of the employees deployed for the purpose of any or all of the its obligations,

- v. Any loss or damage arising out of loss of data;
- vi. Bonafide use of deliverables and or services provided by the company;
- vii. Non-compliance by the Company with applicable Laws / Governmental /Regulatory Requirements. Provided however,
 - a) BANK notifies the Company in writing immediately on being aware of such claim,
 - b) The Company has sole control of its defense and all related settlement negotiations.

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

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

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

Right to Audit

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

The Selected Bidder (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, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Bidder is required to submit such certification by such Auditors to the Bank.

Bidder should allow the J&K Bank or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by Bidder within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. Bidder should allow the J&K Bank to

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

Limitation of Liability

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

Relocation and Shifting

The relocation / Shifting, if any required, of all the quoted components shall be done by the Bank at its own cost and responsibility. However, the Company shall supervise the de-installation and packing at the original site and re-installation at the new sites free of cost. The quoted components shall continue to remain within the scope of warranty for the transit period.

Force Majeure

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

Intellectual Property Rights

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

All disputes/differences which may arise between the parties shall be resolved mutual and amicable settlement between the parties within 30 days from the date of receipt of a written notice raising such dispute by either of the party. In case there is no amicable settlement between the parties, the dispute or difference arising in relation to meaning or interpretation of terms and conditions, the same shall be referred to a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and

the venue of the arbitration shall be at Srinagar. The language of the arbitration proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.

Notices

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

Following shall be address of BANK for notice purpose:

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

Following shall be address of Company for notice purpose:

Other Terms and Conditions

- i. If any provision of this agreement or any document, if any, delivered in connection with this agreement is partially or completely invalid or unenforceable in any jurisdiction, then that provision shall be ineffective in that jurisdiction to the extent of its invalidity or unenforceability. However, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this agreement, all of which shall be construed and enforced as if such invalid or unenforceable provision was/were omitted, nor shall the invalidity or unenforceability of that provision in one jurisdiction affect its validity or enforceability in any other jurisdiction. The invalid or unenforceable provision

will be replaced in writing by a mutually acceptable provision, which being valid and enforceable comes closest to the intention of the Parties underlying the invalid or unenforceable provision.

- ii. Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Company. The Company agrees and undertakes to allow the Bank or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by the Company within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. The Company shall allow the Bank to conduct audits or inspection of its Books and account with regard to Bank's documents by one or more officials or employees or other persons duly authorized by the Bank.
- iii. The company, either by itself or through its group companies or Associates, shall not use the name and/or trademark/logo of Bank, in any sales or marketing publication or advertisement, or in any other manner.
- iv. Any addition, alteration, amendment, of this Agreement shall be in writing, signed by both the parties.
- v. The invalidity or unenforceability for any reason of any covenant of this Agreement shall not prejudice or affect the validity or enforceability of its other covenants. The invalid or unenforceable provision will be replaced by a mutually acceptable provision, which being valid and enforceable comes closest to the intention and economic positions of the Parties underlying the invalid or unenforceable provision.
- vi. Each party warrants that it has full power and authority to enter into and perform this Agreement, the respective executants are duly empowered and/or authorized to execute this Agreement, and performance of this Agreement will not result in breach of any provision of the Memorandum and Articles of Association or equivalent constitutional documents of the either party or any breach of any order, judgment or agreement by which the party is bound.

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

Agreed and signed on behalf of
Company's Authorized Signatory

Agreed and signed on behalf of
J&K Bank Limited

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

Witness (1):

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

Witness (2):

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

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

Witness (1):

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

Witness (2):

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



Annexure K: Undertaking

To

Chief Information Security Officer

Information Security Department.

Corporate Headquarters

The Jammu & Kashmir Bank M.A. Road, Srinagar,

190 001 J&K.

Dear Sir,

Sub: RFP no: _____ for RFP FOR MOBILE DEVICE MANAGEMENT SOLUTION

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide SELECTION OF VENDOR FOR RFP FOR MOBILE DEVICE MANAGEMENT SOLUTION to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

knowledge and the Bank reserves the right to reject the offer if anything is found incorrect.

Place:

Seal and signature of the bidder



Annexure L: Know Your Employee (KYE) Clause

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

Dear Sir,

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

Sign and seal of Competent Authority

Name of Competent Authority

Dated

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

Annexure M: Compliance Requirements

1. The solution should be in accordance with the security norms of RBI/NPCI/IRDAI/Card Associations (VISA, MasterCard, Rupay) from time to time. The Regulatory mandates by any regulator pertaining to the application or solution provided by the bidder has to be complied during the validity of contract period without any extra cost to the Bank.
2. The solution proposed has to be in strict compliance with extant Laws and Regulations like but not limited to IT Act 2000 read with IT Amendment Act 2008, Draft Master Directions of RBI Directions on Outsourcing, RBI Digital Payment Security Directions 2021, RBI Cyber Security Framework Circular Dated 2nd June 2016, NPCI Circulars and Directions.
3. As the Bank is opting for Managed Services Model, the bidder must ensure strict compliance with the Technology & Security Standards Viz. PCI-DSS, ISO 27001 ISMS or Equivalent Standard, ITIL Framework, DevSecOps, ISO 27018 Code of Practice for Personally Identifiable Information and other Software Development Standards.
4. The bidder shall ensure that a strong Project Governance Framework is put in place for adequately addressing associated risks and measuring the success of the project at any given point of time. The same needs to be communicated as part of the RFP response along with the escalation matrix.
5. In case the bidder opts for providing the services via a Multi-tenancy environment, it must be protected against data integrity and confidentiality risks and against co-mingling of data. The architecture should enable smooth recovery and any failure of any one or combination of components across the managed services architecture should not result in data/ information security compromise.
6. The Bidder shall share the appropriate update and release cycles affecting the service features (Such as: Security, Continuity, legal and governance...etc.). The bidder must be flexible to align the same with the Banks Patch, Vulnerability and Change Management Processes.
7. The Bidder, as part of bid submission shall share the detailed information on how the Service Provider ensures and applies agile and rapid yet comprehensive risk management. This must include the Risk Control checking Methodology.
8. In case the Service Provider is proposing the solution on Virtualized mode, the Service Provider has to ensure that the controls are in place to guarantee that only authorized snapshots are taken, and that these snapshots level of classification and storage location and encryption is compatible in strength with the production virtualization environment. Besides, the Service Provider has to ensure that the complete logs of Virtualized environment that are provided to Bank are accessible to Bank.

9. The bidder shall provide the Bank with its Service Providers user list that will have access to the Bank's data; at any point throughout the duration of the agreement. Service Providers should also update the Bank with any change in the employee list.
10. The bidder shall ensure to submit the high-level/low level design document as part of the solution offering mentioning integration of the application with Banks Privileged Identity and Access Management Solution. The Bank shall be open to provide Identity Federated integration using SAML / OpenID / Open Auth, RADIUS etc.
11. The Admin & User Management Framework provided by the Service Provider must be in alignment with RBI's Authentication Framework for Customers, Privileged Accesses and other Internal Users.
12. The Service Provider must provide the Bank secure control for managing its identities (Including Identity Creation and Deletion / Modification & Termination).
13. The Service Provider shall ensure Authentication, Authorization, Accounting, Access control and logging (Format, retention and Access) meet the Bank's regulatory and legal requirements.
14. The Service Provider shall ensure that the logging is enabled for all activities including OS and, Application level for a period not less than 180 days online and then Backed up for the period of project. The Live logs as stipulated above shall as well be integrated with Bank's SIEM Solution.
15. The Service Provider shall have the information readily available on Location and time of access of the Service Provider Team.
16. The Service Provider shall ensure Micro-segmentation of Banks services. The Service Provider shall further shall ensure to put in place, in addition to the Infrastructure Security, the Application Layer Firewalls, conduct source code reviews prior to provisioning any application release, Adopt Secure web development best practices like OWASP secure development guidelines, Adopt OS and Applications security hardening best practices. Service Provider shall submit the source code audits reports mentioning closure of all identified vulnerabilities at yearly frequency to the Bank.
17. Service Provider shall ensure to conduct Periodic Vulnerability Assessment & Penetration testing of its Infrastructure and applications. The MPS shall ensure that these activities are done as part of Vulnerability Management and remediation program is defined, and it includes fixing the vulnerabilities based on priority. All vulnerabilities should be prioritized and must be fixed and patched within SLAs agreed upon by the Bank and the CSP in line with Banks Patch & Vulnerability Management procedure.
18. Service Provider shall ensure to follow a proper software development life cycle (SDLC) and that security is an integrated part in at least the following phases:

- a. Planning and requirements gathering
 - b. Architecture and functional Design Phase Coding
 - c. Testing
 - d. Maintenance
19. The bidder shall ensure to adopt and is in compliance with Change Management and Incident Response Procedures as specified in (ITIL).
 20. The Service Provider shall share its DR plan with Bank so as to ensure it matches the Bank's BCP requirements.
 21. The Service Provider has the ability to retrieve and restore data following data loss incidents.
 22. Service Provider to provide the Bank at least bi-annually with the DR testing reports. The reports should be comprehensive, covering from the exercise scope till the final outcome and recommendations.
 23. Service Provider to ensure the DR solution is capable of maintaining the same levels of security measures and controls utilized in the normal operation mode.
 24. Ensure that the DR solution is also owned and managed entirely by the Contracted Service Provider. Conducting DR Drills & DR compliances shall be the responsibility of Contracted Service Provider.
 25. The Bidder shall ensure to meet the Maximum Time to Recover (MTTR) also known as RTO (Recovery Time Objective) of 3 Hours and Recovery Point Objective of Zero (0).
 26. The Service Provider shall submit the data-segmentation and separation controls at each of the four main layers at the Service Provider: (1) Network, (2) physical, (3) system and (4) Application. The same must be kept updated and produced to the Bank as and when there are any changes or as sought by the Bank.
 27. The bidder must be open for evaluation of each of the Data segmentation controls at each layer, as well as the number and type of controls at each layer every 6 months and after major system changes and upgrades.
 28. The Service Provider shall ensure that data is encrypted at storage and in transit and in full compliance (at any given point in time) with Bank's Cryptographic Procedure, ISO 27001 and PCI-DSS Standard. The Databases must support the function of Encryption, Redaction/Masking and Comprehensive Audit Logging.
 29. The Service Provider shall ensure that it is using a unique set of encryption key(s) for Bank. The unique encryption keys shall help protect data from being accessible in the event that it is inadvertently leaked from one Service Provider customer to another.

30. The Service Provider shall ensure to provide the “Exclusive” right to data ownership to the Bank throughout the duration of the agreement. The ownership includes all copies of data available with the Service Provider including backup media copies if any. The Service Provider is not permitted to use Bank’s data for advertising or any other non-authorized secondary purpose.
31. The Service Provider shall contractually ensure that they inform the Bank “immediately” on any confirmed breach without any undue delay. The Service Provider shall ensure that Bank is notified within 4 hours of any “Suspected” breach from the time of breach discovery.
32. An “Exit Management Plan” must be put in place to define the rules of disengagement. Service Provider should provide the detailed description of the exit clause including agreed process, TAT for exit, data completeness and portability, secure purge of Bank’s information, smooth transition of services, complete plan of how data shall be moved out from the hosted infrastructure with minimal impact on continuity of the Bank’s operations.
33. It shall be responsibility of the service provider to ensure smooth transition of all the data of the Banks data including audit trails, logs, to Bank specified location/storage on the conclusion of services. It would be obligatory for the Service Provider not to delete any data without the written permission from the Bank.
34. Service Provider shall ensure to comply with the data and media destruction and sanitization controls as stipulated in Media Disposal and Sanitization Policies of Bank. The Service Provider shall further preserve documents as required by law and take suitable steps to ensure that Banks interests are protected, even post termination of the services. This would include ensuring full integrity data transition from service provider to alternate service provider or on premise setups.
35. The bidder shall ensure that the services are duly audited and certified by Cert-In Empaneled Audit Companies. The bidders are required to comply with requisite audit requirements as is specified under the security standards followed under the Information Technology Act and as stipulated by the Regulators from time to time.
36. Bank shall ensure that the Service Provider shall neither impede/ interfere with the ability of the Bank to effectively oversee and manage its activities nor impede the supervising authority in carrying out the supervisory functions and objectives.
37. The Service Provider shall ensure that the arrangement shall comply with all the policies of the Bank including, but not limit to, Information Security Policy, BCP, IT Outsourcing Policy, Incident Management Policy, etc. The service provider has to comply with all the laws/ regulations issued by RBI from time to time.
38. The Service Provider shall grant unrestricted and effective access to data related to the outsourced activities.

39. The relevant business premises of the Service Provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorized under law.
40. In case the technology/software platform/ hardware / infrastructure offered under the solution on hosted model reaches end of life / support during the contract period, the bidder has to ensure that the systems are either replaced or upgraded at their/bidders own cost without any disruption in the ongoing business transactions of the Bank.
41. Bidder shall not propose any solution/components which is near to end of life or end of support during the tenure of the contract.