



**Online Request for Proposal
For
Supply, Implementation and Maintenance of Video KYC Solution for
CKYC-ReKYC Journeys**

e- RFP Ref.No .:JKB/T&D/Video-KYC-CKYC/2025-1609

Dated: 23-12-2025

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



Schedule of RFP

e-RFP Reference No.	JKB/T&D/Video-KYC-CKYC/2025-1609 Dated: 23-12-2025
Date of Issue of RFP	26-12-2025
RFP Description	Selection of Service Provider for Supply, Implementation and Maintenance of Video KYC Solution for CKYC-ReKYC Journeys
Issuer of the RFP-Department	Technology & Development Department
Bank's Communication Details	J&K Bank Technology & Development, 5th Floor, Corporate Headquarters, MA Road, Srinagar Mr. Aditya Suri Phone No: +91-9796209929 Email ID: aditya.suri@jkbmail.com
RFP Application Fee (Non – Refundable)	Rs. 2500/- (Rupees Twenty Five Hundred Only) to be deposited through Transfer / NEFT to the below detailed A/c: Account Name: Tender Fee/ Cost Account 16-digit Account No: 9931530300000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters
Earnest Money Deposit (EMD) (Refundable)	Rs. 20,00,000/- (Rupees Twenty lacs Only) to be deposited through transfer / NEFT to the following A/c with Bank details given as: Account Name: Earnest Money Deposit (EMD) 16-digit Account No: 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 (EMD is exempted for all Start-ups as recognized by DPIIT/DIPP)
Performance Bank Guarantee	5% of the Total Contract Value
Bid Document Availability including changes/amendments, if any to be issued	Document can be downloaded Bank's e-Tendering Service Portal https://jkbank.abcprocure.com/w.e.f <div style="background-color: #f4a460; padding: 5px; text-align: center;">December 26, 2025 16.00 Hrs. to January 16, 2026 17.00 Hrs.</div>
Last date for pre-Bids queries & submission Mode	on-line through the prescribed e-Tendering portal https://jkbank.abcprocure.com <div style="background-color: #f4a460; padding: 2px 5px; text-align: center;">January 02, 2026 17.00 Hrs.</div>
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online on <div style="background-color: #f4a460; padding: 2px 5px; text-align: center;">January 09, 2026</div>

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Last date and time for Bid	January 16, 2026 17.00 Hrs.										
Submission of online Bids	As prescribed in Bank's online tender portal https://jkbank.abcprocure.com										
Date and time of opening of technical bid	To be notified separately										
Corrigendum	All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com only										
For e-Tender related Queries	<p>Service Provider:</p> <p>M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat</p> <p>Help Desk:</p> <table> <tr> <th>Sr. No</th><th>Name</th></tr> <tr> <td>1</td><td>Sandhya Vekariya - 6352631968</td></tr> <tr> <td>2</td><td>Suraj Gupta - 6352632310</td></tr> <tr> <td>3</td><td>Ijlalaeahmad Pathan - 6352631902</td></tr> <tr> <td>4</td><td>Imran Sodagar - 9328931942</td></tr> </table>	Sr. No	Name	1	Sandhya Vekariya - 6352631968	2	Suraj Gupta - 6352632310	3	Ijlalaeahmad Pathan - 6352631902	4	Imran Sodagar - 9328931942
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DISCLAIMER

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

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

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

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

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

List of Abbreviations

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

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

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SECTION A - INTRODUCTION

1. Brief about Bank

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

2. Purpose of RFP

The Jammu & Kashmir Bank Ltd., hereinafter called "J&K BANK" or "Bank" issues this "Request for Proposal" hereinafter called "RFP" from well-reputed vendors for Supply, Implementation and Maintenance of Video KYC Solution based on the requirements, specifications, terms and conditions laid down in this RFP. Bank is looking for a Cloud based model which shall support various CKYC /ReKYC journeys in various digital banking applications in a highly agile manner & support the growing number of transactions. The various benefits which bank intends to achieve from the new solution are:

- Ease of Integration & Process Improvisation
- Enhanced Agility and Faster Time-to-Market.
- Seamless Integration with Digital Channels.
- Increased Flexibility and Future-Proofing.

The selected bidder will provide essential support services for a period of 3 years. The bidder must comply with the terms and conditions outlined in this RFP.

3. Eligibility Criteria

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

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

4. Overview of the Existing Process at the Bank

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Bank uses a centralised V-KYC enabled CKYC solution which is part of the online account onboarding solution and is deployed for all new accounts opened either through DIY or assisted journeys which also ensures compliance with regulatory guidelines and also captures the next Re-KYC date of the account based on the risk profile of the customers.

For Legacy accounts which are due for Re-KYC, the centralized CKYC/Re-KYC solution is being used by branch staff to perform the KYC of the customer and seed the details with CKYC registry

The solution is not modular in nature and doesn't exist as an independent service and has limitations of not getting integrated or consumed with other digital channels as an off the shelf service.

5. Scope of Work

The scope of work to be managed by the selected bidder includes the following areas:

1. The proposed Video KYC Solution should have the following features, but will not be limited to:

A. Plug & Play model: The VKYC Solution should be able to be integrate with Bank's existing and upcoming applications to perform VKYC as & when required.

B. Cloud-Based Hosting (Hosted Deployment): The solution must be entirely cloud-based, hosted by the bidder as a service as per Bank's Cloud Service Policy (CSP). The vendor will procure and set up dedicated server infrastructure components, including those for interacting with CERSAI. The complete solution and all infrastructure will be managed by the vendor under SLA governance, with the bank retaining ownership of the dedicated hosted infrastructure component.

C. Single Login for agents: Application should support single login for agent/auditor in order to perform video conversation with customers irrespective of business journeys. A unique identifier / journey name will be used to identify the journey.

D. Identity Verification: The application should allow customers to verify their identity through video interaction. This may involve capturing images of government-issued identification documents such as Aadhaar card, PAN Card, etc., and comparing them during the customer's data on the video call. The KYC documents submitted at the time of journey (Live appearance) will be passed to VKYC solution, which in turn should be available to bank officials agents/Auditors both for its verification.

E. Random Questions: Agents will verify the identity of customers based on the common random questions majorly in all journeys with respect to KYC of customer. Application should also have the functionality to add random questions if required for a particular journey through admin portal /API and same will be verified by agents for that specific journey only.

F. Face Match: Application should have Artificial Intelligence & Machine Learning facility to compare the customer's facial features with the photos, which are passed to VKYC Solution or Captured during VKYC process on their identification document to ensure a Facial match percentage with low false positive and high accuracy in order to verify the customer's identity during the video call by the Bank Officials(agents). Application should also have the facility to parameterize the face match score in order to suggest agents to accept or reject. The Solution also have face match APIs in order to get face match score or the input photos.

G Geolocation Tagging & Spoofing: The application should provide geolocation services to verify the customer's physical location during the video call. Cross checking the device location as per the device's IP addresses with the geo-location details fetched during the V-CIP process to identify possible spoofing of geo-location. Also, system should analyse the location details captured during the V-CIP process to identify large number of opening of accounts in locations with very near proximity in a suspicious manner. Application should also be capable of preventing

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connection from IP Addresses outside India or spoofed IP address. The solution should have an AI-based face spoof detection component to detect any physical spoofing of face. The solution should have an AI-based deep fake detection component to detect use of deep fakes during live video calls. The solution must meet industry standard for Deepfake/Injection prevention attempts as part of the solution. The application should record and preserve the geo-location details (exact latitude and longitude details) captured during the V-CIP process with the customer profile records

H. OCR: Application should able to capture the data through OCR of the document which are captured during the video call and uploaded by the customer with customer and cross matched with the document submitted during the journey. To be precise, the application should be able to perform Real-time verification of documents using OCR technology, face matching, and liveness detection.

I. Encryption storage: Data should be stored in strong encrypted form especially PII Data of customer. Also end- to-end encryption should be supported both in transit & at rest.

J. Communication of traffic from applications/solutions of the Bank to VKYC application should be encrypted using latest TLS/SSL.

K. Integration with 3rd Party system and CBS: Integration with 3rd Party APIs (UIDAI, PAN, etc.) and CBS APIs, DMS etc. Further, it should also be able to integrate with Bank's other security solutions Application should have CKYCR Integration (**and also the up-coming CKYCR 2.0 compliance and functionalities**).

L. Scalable: The application should be scalable to handle large volumes of video KYC requests efficiently, and it should be able scale horizontally. The application should support minimum 200 concurrent agents' login and further able to scale as and when required. There should not be any restriction on number of users or number of records

M. Queue Management: Efficient management of customer queues to ensure timely assistance and reduce wait times. This may include features such as virtual queue management, estimated wait time display, and prioritization based on urgency or type of service.

N. Distribution Methods: Video calls can be distributed among available agents based on factors Viz. language, location, availability of agents, time and adhoc basis to particular agent. Automated routing algorithms can ensure fair distribution and optimal utilization of resources.

O. Dashboard: An executive dashboard for agents and admin users to monitor ongoing video calls, queue status, wait times, agent performance and overall system health. Solution have the capability for CXO dashboards.

P. MIS / Reporting: Detail reporting related to system monitoring and business monitoring at each hierarchal level. Search option should be available to know the status of a particular application or unique ID.

Q. Low Bandwidth Customers: Application should use optimize techniques to cater video calls with low bandwidth for the large number of customers who belongs to Rural/semi urban Areas.

R. Recording of Calls: All video recordings should be stored in encrypted form. The video calls should be recorded securely for audit and compressed while storing in order to save storage. The video recordings should contain live GPS co-ordinates and date-time stamp, file name of video Recording should be easily identifiable with application ID.

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S. Availability of Video recordings: Recordings should be available to auditors on immediate (near real time basis within minimum time) to review the conversation as per RBI guidelines / SOP of the Product.

T. Export of Video Recordings: Recordings should have ability to be easily extracted as and when required for compliance purposes in standard format MP4, AVI, WebM etc., allowing authorized personnel to search based on unique identifier and further able to download via portal as per approved video formats. Extraction of account related documents: A facility to extract the video of VKYC interaction, images captured during the process, AOF and KYC documents to be made available for admin or auditor users.

U. Audit Compliance: Regular compliance of audit points raised/observed during internal audits and external audits of the application within the prescribed timeline given as per the guidelines issued from time to time.

V. Compliance of Regulatory Bodies: Application should be complied with ISO 27001, GDPR equivalent standards and should also ensure the adherence to RBI/SEBI/IRDAI/CKYC/UIDAI guidelines/ advisories and other relevant regulatory standards governing KYC processes, data protection, and customer privacy as and when released by the regulators. Overall, the application should be fully compliant with RBI Master directions related to Video KYC and other KYC processes issued by the Regulator from time-to time, besides giving hassle-free experience to the customers and bank users.

W. Internal Dashboard to admin users for API status: Internal web portal is required for admin users which provide information for each application related to API audit logs for each API Viz. API request, Response, status of API failure /success.

X. Database optimization: Application vendor ensure the database optimization Viz creation of Indexes, optimizing DB queries etc. in order to maintain the smooth functioning of application. The system should be adaptive with regular developments as proposed by regulatory authorities. Any changes introduced in the existing process should get incorporated in the system as and when required by the Bank without any additional cost to the Bank.

Y. Session Management: In case of disruption of any sort including pausing of video, reconnecting calls etc., should not result in creation of multiple video files. If pause or disruption is not leading to the creation of multiple files, there is no need to initiate a fresh session. However, in case of drop/ disconnection, fresh session shall be initiated.

Z. Network Health Check: At the time of initiation of call the application should perform a quick network check at both the agent's and the customer's ends to minimize dropouts due to poor network. Network bandwidth of customer will be displayed to customer as well as Bank's official 'VKYC Portal' & bandwidth of agent is also displayed at agent's login during VKYC.

Z.1 User Management: Proper user management in command centre should be available at all the levels with proper role assignment. System should integrate with AD system for user authentication. 2 Factor authentication is also required for bank user login (OTP).

2. Service Provider (hereinafter also referred as "Successful Bidder/SB") shall be responsible for the following deliverables under this contract:

- Implementation of the solution & End to End Maintenance of the Solution for the duration of the contract.

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- Onsite L3 resource for the duration of the contract minimum for one year but can be extended for the period of contract.

- The solution shall be with High Availability and DR facility. All components of the solution shall have dual power supplies/processors/storage etc. to guard against single point of failure.

- All system components (Hardware/Software) should be sized in such a manner that the maximum utilization for the current level of Users is 70%. SB shall maintain the 70% level during the period of contract.

3. The Solution should be capable enough to cater to the needs of JKB from day one. The bidder should provide redundancy of hardware, software, licenses etc. at DC as well as DR for JKB.

4. The vendor is expected to provide the Solution, including facility management, training, third party utilities (if any) and installation, testing, migration, addressing of VAPT observations, providing requisite interfaces and provide technical support for a period of 3 years with Warranty of 1 year. The three-year period consists of AMC / ATS period, from the date of implementation.

5. Implementation of the proposed solution should be completed within 10 weeks of the acceptance of order.

6. By means of diagrammatic / pictorial representations, the Vendor should provide complete details of the hardware, software and network architecture of the video kyc offered along with the process of CKYC & Re-KYC, including the project plan for go live. Vendor to also provide security setup proposed in the solution and various layer of risk identification and mitigation measures as per prescribed RBI guidelines.

7. The selected vendor should also support the requisite certifications, integration, and maintenance, Compliance etc. and day to day operations on 24*7*365 basis.

8. The selected vendor should host the solution on cloud in High Availability mode, along with DR and a minimum uptime time of 99.50%. . It shall be ensured that the ownership of data in cloud hosting model rests with the Bank only and all the data including video recording is transferred to the Bank's exclusively owned / leased server(s) including cloud server, if any, immediately after the V-CIP process is completed and no data shall be retained by the cloud service provider or third-party technology provider assisting the V-CIP of the Bank. Bank in its own discretion may also allow the bidder to store data at their end by a period not exceeding 30 days. This shall be decided by the bank (whether to allow storing data at vendor's side or not) once the vendor is finalised.

9. The vendor shall do proactive monitoring and do capacity planning at regular intervals and advise the Bank on Hardware / Software upgrades. However, there should not be any additional cost to the Bank for any software upgrade or Hardware upgrade/ addressing of VAPT observations during the contract period as the Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the vendor. The vendor is supposed to provide as part of the technical solution the complete IT infrastructure details like Server, Load Balancer, Operating System, Database, Storage Capacity and other related requirements. The Bank will not be responsible for any assumption made by the Bidder with respect to the sizing. In the event the sizing proposed by the Vendor does not meet the performance / service levels of the Bank, the Vendor will at their own cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the vendor the required additional expenses which Bank may incur on account of such upgrades / replacements. The sizing proposed by the vendor should be realistic and based on a proper and comprehensive assessment.

10. The selected vendor should provide a separate Test/ Development /UAT/Sandbox environment and assist the Bank during testing and address any issues faced during testing of the product in a prompt manner.

11. The selected vendor should conduct the periodic DR drill activity as per the bank's policy without any cost to the bank.
12. The solution should have ability to generate various MIS reports as per regulators / statutory requirements and Bank's Requirement. Vendor to arrange for necessary customizations wherever required during the contract period.
13. Vendor should provide the complete documentation including technical, operations, user manual, etc.
14. Documents should be delivered by the Vendor to the Bank for every software including third party software before the software/ service becomes operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures etc.
- 15.** The vendor should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/ external modules and list of all documents relating to traceability of the Product as and when applicable. The Vendor should also provide the MIS reports as per requirement of the Bank.
16. Any level/ version changes and/ or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank free of cost in timely manner.
17. Mandatorily comprehensive training (technical and functional separately) to Bank Staff, at least once in a year during the contract period of 3 years. The training shall be provided as and when required by the Bank. Vendor shall train designated JKB officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware/ Database/ OS/ Middleware, application architecture and components, installation, troubleshooting processes of the proposed solution.
- 18.** Training will need to be carried out onsite at Srinagar for the VKYC team and through WebEx / Video Conference for users at various locations. The training program may be split into 2 groups – Technical and Train The Trainer training. The bidders are requested to indicate the optimum number of days/ hours required for both Technical and User level training programs. The users in the other branch offices can attend training through WebEx and /or Video Conferencing. The Bidder will be responsible for training the Bank's employees in the areas of implementation, Integration, migration, operations, management, error handling, system administration, etc. Training will be conducted at identified location. The training should at least cover the following areas:
 - a. Functionality available in the solution
 - b. New functionality customized (if any)
 - c. Designing Workflow
 - d. Integration
 - e. Data Migration (data mapping, field validation, default values, gaps in data migration, manual data entry programs etc.)
 - f. Impact Analysis
 - g. Generating various MIS/EIS reports from the solution provided
 - h. System, User and Application administration
 - i. Management of servers, storage, database and security
 - j. Log analysis and monitoring
 - k. Backup and Recovery Operation
 - l. Troubleshooting

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Bidder has to arrange such training twice in each year during the contract period of 03 years without any additional cost to the Bank and the number of trainees will be decided by the Bank. All the trainings would be held at the appropriate sites (Bidder and Bank premises as identified from time to time) and the Bidder has to organize the trainer/s.

The Bidder will be expected to deliver to the Bank one (1) physical copy and one (1) electronic copy of documentation for each of the deliverables and online context sensitive help module included in the software to enable the Bank's personnel to use and understand the operations of the deliverables. The Bank may make additional copies of the Bank specific documentation for their internal use.

19. End-user level training need to be provided primarily on the model of 'Train the Trainers' not limited to the following topics: -

- a) Alert / reminder configuration
- b) Use of the application
- c) Easy adoption by the user
- d) Troubleshooting at the user level
- e) Ad-hoc report generation

20. Standard Operating Procedure (SOP) and training materials for both system administration and solution management will be prepared by the bidder and delivered to the Bank. Bidder will update the documents as and when required during contract period. Bank reserves the right to make copies of these materials and distribute to as many users of the bank as desired.

21. Post Implementation support.

22. Escrow arrangement for the application software.

23. Benchmarking of proposed solution if desired by Bank.

24. The system should support online/ real-time comprehensive and customizable management dashboard.

25. The proposed VIDEO KYC should be able to integrate with all current and future applications/Journeys of the bank which are developed in-house or procured. The solution to which the proposed solution will be integrated could be, but will not be limited to the following

- 1. Bank's LOS system
- 2. Bank's Customer Onboarding, KYC, Re-KYC and updation of KYC
- 3. Customer Relationship Management
- 4. Bank's Enterprise Service Bus
- 5. Mobile Banking
- 6. Internet Banking
- 7. Tab Banking
- 8. Application Programming Interface Management Solution
- 9. Digilocker
- 10. Virtual Desktop Interface Tool
- 11. IVR system of the Bank.

26. The vendor should integrate the software with the existing systems as per requirement of the Bank.

27. System integration testing will be followed by user acceptance testing, plan for which has to be submitted by the vendor to the Bank. The UAT includes Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load tests etc. JKB staff/ third Party Vendor designated by the Bank will carry out the functional testing. This staff/ third party vendor will need necessary on-site training for the purpose and should be provided by the Vendor. Vendor should

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carry out other testing like resiliency/ benchmarking/ load etc. Vendor should submit result log for all testing to the Bank.

28. The proposed VIDEO KYC should provide a robust MIS support by way of Dashboard with certain in-built reports. These reports would inter alia cover extraction of data for various internal, external MIS and regulatory purposes including Transaction Monitoring activities. The indicative list of reports which come out of the box should be provided with technical bid. The reports should be generating for different domain like universal, country specific and frequency for generating these reports should be as per Bank's requirement (monthly, quarterly, annually etc).

29. The product should offer maximum flexibility in User administration for the Corporates while making available all the required user control tools at the hands of the Bank users.

30. The product should offer versatile but robust access controls and user rights controls – both physical and logical. The solution should support super administration for the Bank as whole as well as local administrators and user controls at country/ branch level.

31. The solution should support to customize the product for different jurisdictions as per the local Regulations as well as client needs.

32. The product should be complied with top 10 OWASP security coding practice and a certificate in this regard to be submitted by the successful bidder.

33. The product should also have proven abilities of assisting the Bank in maintaining audit trails, audit logs of all its functions/ processes.

34. If there is any upgrade to the integrated systems, then it is vendor's responsibility to ensure that the integration with the VIDEO KYC is provided without affecting the normal course of business.

35. The system should be capable enough to be integrated with any other solution which will be exposed to the customer.

36. The solution should have ability to interface with any other third party also have the capability to generate alerts (e-mails/ SMS) to applicants/ beneficiary. The solution must provide the capability of document upload and transfer both from customer and back-end. It is expected that the bidder clearly specifies the file types supported and the estimated bandwidth requirement for a given file size.

37. The solution/ software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.

38. The Bidder should comply with Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:

- Responsibilities for data and application privacy and confidentiality.
- Responsibilities on system and software access control and administration.
- Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor.
- Physical Security of the facilities, wherever required to be provided by the vendor.

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- Physical and logical separation from other customers of the Vendor, wherever required to be provided by the vendor.
- Incident response and reporting procedures.
- Password Policy of the Bank.
- Data Encryption/ Protection requirement of the Bank.
- Security requirement of the Bank will be shared with the successful bidder.

39. Backup System: Bidder will be responsible for both online and offline Backup up of Application and Database as per the requirement and policy of the Bank.

40. Test & Training: Exclusive Test & Training environment should be made available outside production area in the respective DC.

41. The bidder has to provide costing for one onsite developer who will be responsible for customization, parameterization and designing workflows. Any replacement of developer should have concurrence of bank. Bidder will not be allowed to change the developer without the bank's approval. However, the change of developer can be requested by the bank.

42. Successful Bidder must support for solution/product's compatibility for any change/upgrade of hardware/software infrastructure/technology stack but not limited to processor model, storage, RAM, OS, hypervisor, database, runtime, middle wares without any additional cost to bank.

43. Bidder must submit the compliance certificate stating that the solution/product is free of known vulnerabilities, malwares and any covert channels in the solution/product along with addressing the following:

- a) The VA shall be conducted at least on a half-yearly basis; PT shall be conducted at least on a yearly basis. In addition, VAPT (Vulnerability Assessment and Penetration Testing) shall be conducted as and when any new IT Infrastructure or solution/product is introduced or when any major change is performed in solution/product or infrastructure.
- b) Testing related to review of source code/ certification shall be conducted/ obtained. This shall continue on a yearly basis, if changes/ upgrades have been made to the solution/product during the year.
- c) Testing/ Certification should broadly address the objective that the product/ version/module(s) functions only in a manner that it is intended to do, is developed as per the best secure design/ coding practices and standards, addressing known flaws/threats due to insecure coding.
- d) Penal provisions shall be included by the bank for any non-compliance by the SB.

44. The Video KYC request should be initiated and reach the customer from Bank's domain.

45. Video KYC Official onboarding & workflow should be customizable as per Bank's requirement.

46. Fresh CKYC Onboarding:

- All CKYC Processes like, account opening using CKYC ID, CKYC ID search and download, CKYC uploading, CKYC Update submission, CKYC Update consumptions, Enhanced Due Diligence on CKYC records, CKYC ID Deactivation process, Complete CKYC Rejection handling, resubmission and tracking mechanism, existing and new CKYCR Regulatory requirements both related to Individuals and Legal Entities should be provided by the solution, in all scenarios of customer onboarding.
- Complete digital onboarding of new customers through V-CIP, enabling generation of CKYC Identifier.
- Integration with CKYCR (Central KYC Registry) for uploading new KYC records and retrieving existing ones.

47. Re-KYC/Periodic Updation of KYC:

- Facilitate remote re-KYC for existing customers, as per RBI guidelines, especially for low and medium-risk customers with no changes to their KYC details, allowing completion with an eSign.
- Facilitate remote re-KYC for existing customers whose KYCR number is not available with the Bank. (Legacy Accounts)
- Option for existing customers to update details through V-CIP for high risk customers or as a fallback.
- DIY journeys for Re-KYC through web, SMS/email links, mPay Delight+, and mPay Web & Internet Banking Application.
- Bulk Search/Update and periodic update for legacy customers.
- Re-KYC journey should also work with CKYC Identifier.
- All CKYC Processes like, account opening using CKYC ID, CKYC ID search and download, CKYC uploading, CKYC Update submission, CKYC Update consumptions, Enhanced Due Diligence on CKYC records, CKYC ID Deactivation process, Complete CKYC Rejection handling, resubmission and tracking mechanism, existing and new CKYCR Regulatory requirements both related to Individuals and Legal Entities should be provided by the solution, in all scenarios of Re-KYC/Periodic Updation of KYC.
- The bidder must support in overall data cleansing of existing customers data by utilizing the re-KYC workflows.
- The solution should be capable to handle end-to-end mechanism, mandated by RBI, for necessary communications to customers due for re-KYC, be it through digital media or mandatory offline letters and their tracking numbers and status and delivery. Proper record of these communications should be preserved in the solution for report generation and audit purposes.

48. The bidder must offer Bulk upload and bulk download tools for CKYC and Re-KYC Operations. The tool should have the capability to read input data/file for creating Bulk Search File as per CKYCR/CERSAI format and ensure the mapping of request file records with original file. The utility/tool should also have the capability to process the response files and data generated by CERSAI/CKYCR for updates to CBS/Data sinks of the Bank.

49. The solution should cater to CKYC/Re-KYC journeys of Individuals & legal entities (mandatorily assisted journeys) Assisted as well as self/online journeys linked to multiple delivery channels of the Bank like Mobile banking, e-banking, web portal, ATM/CDM/CRM channels etc should be supported.

50. The solution should be integrated with Bank's DMS to push / pull to Bank's own Infrastructure through API integration.

51. The solution should offer Assisted Journeys (Walk-In) and Back Office Journeys for CKYC/Re-KYC through a dedicated Mobile App and through a dedicated Staff Portal to be accessible over Web.

52. The bidder should design and offer a seamless transition and case management of Onboarding Journeys where in Onboarding Journey is started on another application and the VKYC is handled by the proposed solution. The API interface should be designed to handle the transition gracefully and for ensuring the Onboarding Docs and details filled by the customer are validated in the V-KYC session.

53. Due Diligence: The solution must facilitate comprehensive customer due diligence (CDD) processes and Enhanced due diligence (EDD) processes. The solution should also have the capability to prompt error message whenever a different document is attempted to be uploaded for a different type, like for PAN OVD, Aadhaar or any junk document should not be allowed to be uploaded.

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54• Document Verification:

- Automated extraction and validation of data from PAN, Aadhaar, and other OVDs through online integrations. Support for automated extraction and validation of legal entity related documents should be available, like Ministry of Corporate Affairs Company verification, Darpan registration for NPOs, UDYAM, GST etc..
- Validation of document authenticity, including AI-based forensics to detect digital forgery and tampering.

55• AML/CFT Compliance:

- Integration with AML watchlist screenings (e.g., UN Sanction List, internal watchlists).
- User and risk profiling based on captured information.
- Customer risk scoring should be performed via Mule Shield (covering all cybercrime databases), with final weights and criteria to be confirmed by the bank.
- Integration with PEP list.
- MNRL Integration
- NCCRP (National Cyber Crime Reporting Portal) and I4C (Indian Cybercrime Coordination Centre) suspect registry integration and compliance in terms of regulatory guidelines.

56• Audit Trail & Reporting:

- Comprehensive logging of all interactions, decisions, and system activities.
- Generation of audit-ready reports for regulatory compliance.
- Concurrent auditor module enabling call-by-call review with sampling rules
- AI based audit capabilities for automated anomaly detection on video call recordings (suspicious pauses, background noises, ID mismatch alerts).

57• CKYCR Integration: Mandatory search and upload of KYC records to and from the Central KYC Registry (CKYCR) as per PMLA guidelines. API based integrations should be supported.

58• Data Protection & Privacy: Adherence to data protection laws and RBI guidelines on data privacy, ensuring secure handling and storage of sensitive customer information.

59• Cybersecurity: Compliance with RBI guidelines on minimum baseline cybersecurity and resilience framework.

60• Periodic Updation of KYC: Facilitate periodic updation of KYC as per RBI's latest circulars, including risk-based dynamic workflows and simplified "No Change" options for low and medium-risk customers.

61• Unique IP Requirement for REs: All financial institutions must operate through unique IP addresses when availing CKYCRR API services, meaning reporting entities cannot share the same IP address with other REs.

62• OTP-Based Consent for Downloads: CKYC record downloads now require OTP authentication sent to the customer's registered mobile number.

63• Customer Due Diligence: The solution must facilitate comprehensive customer due diligence (CDD) processes. CDD procedure in case of individual and non-individual should be strictly followed in line with Master directions of KYC including all amendments issued from time to time.

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64. DPDP Ready - The platform / solution should be fully DPDP compliant as per the new privacy and data protection act.

65• The solution should adhere to standard CERSAI/KYC guidelines. Also E-KYC of customer New to Bank (NTB) and Existing to Bank (ETB) should also be made part of the solution including Biometric based authentication/verification at designated Business Correspondents. E-KYC solution design should be provided strictly in line with Master directions of KYC including all amendments issued from time to time.

66• The solution should be able to use Search/Download API of CERSAI to be used as part of CKYC & Re-KYC

67• The solution should be capable to handle the capability of exposing APIs for onboarding bank's journey for CKYC/Re-KYC

68• The solution should be able to handle callback API facility to be used once KYC/Re-Kyc is completed.

69• The solution should ensure high availability of the service with robust disaster recovery mechanisms.

70• The solution should be highly scalable to handle varying volumes of V-CIP requests and maintain optimal performance even during peak loads.

71• The solution should support Aadhaar XML based customer verification. In case of offline verification of Aadhaar using XML file, it shall be ensured that the XML file generation date is not older than 3 days from the date of carrying out Video KYC.

72. The solution must comply with Bank's Information security policy, cyber security policy and all applicable cybersecurity regulations issued by Government of India/ Regulators including IT Act, RBI Master Directions, CERT-In guidelines, and MeitY advisories.

73. The solution must redact or black out the Aadhar number in the stored video/document when the Aadhar card is used by the customer as proof of identity and proof of address.

74. For the video call health check, solution should ensure that the client-side session does not start until all requirements for video session are met, including adequate lighting, sufficient network speed, and permissions for the camera, microphone, geolocation etc, conclusory there should be no or negligible video exchange errors in the solution. An alert should be generated if the customer is found to be taking the call from a location outside India.

75. The solution should be able to recognize that any suspicious browser / plugin is running on client side and show the status to bank official in Realtime. Bank official should be able to terminate the session with remark if any suspicious activity observed on client side. The solution should be able to detect if the services are being used using VPN and alert bank official.

76. The proposed solution should have the capability of showing the earlier rejected cases or in the negative list category with the details displayed the rejection reasons, this feature must include in the initial stage of the process flow of V-KYC procedure.

77. The solution should retrieve customer data from the C-KYC repository using the KYC ID during onboarding or verification.

78. The solution should automatically populate customer data in bank's systems using C-KYC retrieved data and enable updates to existing customer data in the C-KYC.

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79. The solution should have duplication functionality to prevent multiple KYC records for the same customer, flag duplicate records and notify Bank officials for resolution.
80. The solution should enable fingerprint and iris-based authentication for additional security.
81. The solution should have API based Straight Through Processing from/to CBS & CERSAI and also should have provision to handle file-based records from/to CBS & CERSAI.
82. The application should handle all standard OVDs with PAN. Beyond standard OVDs, if CERSAI declares any extra OVDS as valid one or exception case, it should be handled by the bidder in the solution at no extra cost.
83. All APIS should be handled over Bank's ESB which uses AES 256 and hybrid encryption.
84. Once the lead is generated, information regarding the same has to be intimated to the customer via SMS or email as decided by the bank. Also SMS gateway and whatsapp gateway shall be provided by the bank.
85. The solution should be able to handle CERSAI Update notifications for KYC & CERSAI at no extra cost.
86. Web portal along with web resource for CKYC/Re-KYC to be provided and hosted by the bidder at no extra cost.
87. Short links for SMS & WhatsApp to be provided by the bidder at no extra cost.
88. Mobile Application Native journeys (SDK Based for seamless experience) in addition to the Mobile and Tablet Responsive Journeys for CKYC/Re-KYC to be provided by the bidder.
89. APIs for CKYC/Re-KYC to be integrated over WhatsApp channel to be provided by the bidder.
90. The solution should have the capability to integrate Re-KYC journey over ATMs of the bank.
91. The solution should have the capability for Auto error handling for all CERSAI/CKYC/CBS related issues. Also the solution should have the provision for Rejection handling for the cases where CERSAI has marked rejection.
92. Design and workflow of all the Journeys framed as per Bank's requirements to be provided by the bidder at no extra cost.
- 93• The solution should be able to send Automated customer notifications (SMS, email, app) regarding CKYC/Re-KYC pendency and regarding reminders, appointment, approval/rejection.
94. The bidder should either provide the source code itself with necessary documentation or arrange to keep it under escrow arrangement.
95. The licenses for the proposed solution should be enterprise wide and there should not be any restriction in issuing licenses based on no. of users, no. of branches, no. of channels integrated, no. of uploading / downloading documents or transactions or files and asset size of J&K Bank etc.
96. The scanning utility for branches should have the capability to scan the photograph, specimen signature, photo identity proof, address proof and any other required document of all the new & legacy accounts/customers and crop / resize the same automatically as per the specifications prescribed by CERSAI as per their operating guidelines. An application may be provided to the bank wherefrom the officials may be able to scan the documents directly, from the Tabs provided by the Bank, in case of assisted journeys.

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97. The Proposed solution should support for scheduling bulk upload / download activities as per Banks requirement with all integrated systems via Straight Through Processing - STP. The customization in the proposed solution for any such activities in future has to be done at no additional cost to Bank.

98. The Proposed solution should be capable of receiving notification/deficiency from CKYCR and create leads in the Portal.

99. The admin portal should have the capability to auto-assign cases/leads to Branches based on Sol-ID mapping (Where Branch intervention is required).

100. The Login to Admin Portals should be integrated with Active Directory of Bank and should be MFA integrated.

101. The solution should be able to send Digital reminders and should offer the feature for generation of pre-printed physical reminder letters (as per prescribed format) and necessary options to record dispatch details, status of delivery of letters and mandatory offline communications for Re-KYC in line with RBI guidelines.

102. The solution should have a report in dashboard for the list where pendency is still after sending of digital reminders. However provision for sending of physical copy after two digital reminders shall be taken in second phase.

103. The solution should handle Aadhaar based OTP CKYC & Re-KYC journeys.

104. The solution should have the capability to maintain single recording for a V-KYC solution inline with regulatory guidelines.

105. Requirement gathering for developing SRS solution has to be done mandatorily onsite at Srinagar location.

106. CKYC solution should have capability to analyse the data downloaded from CKYC Fetch and tells whether the CKYC data can be used or not by verifying below:

- a. whether IDs are valid or not
- b. Metadata is matching with OVDs data or not
- c. ID type is same as that mentioned on Metadata.

107. The solution should provide support for integrated Risk & Fraud checks within video KYC.

108. The V-KYC solution must include accessible and inclusive features to support onboarding of Persons with Disabilities (PwDs) and must offer alternate verified methods and human assistance inline with regulatory guidelines.

109. Rule Engine: Configurable logic to assign Risk Category (High/Med/Low) automatically based on customer inputs.

110. CKYC Based Onboarding Journey: Bidder has to support CKYC Based Onboarding Journey for Online Account Opening and Re-KYC.

111. Offline Aadhaar Verification: Solution should be capable to read/validate Aadhaar QR/XML without biometric.

112• Bank would offer its own API's (Listed Below) to the successful bidder and the bidder should be able to consume these APIs.

- i. ITR fetch via OTP
- ii. Aadhaar Extraction/Fetch
- iii. Aadhaar E-sign
- iv. Aadhaar Verify

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- v. Aadhaar Masking
- vi. Voter ID Extraction/Fetch
- vii. Voter ID Verification
- viii. DL Extraction/Fetch
- ix. DL number-based search
- x. DL Verification
- xi. Digilocker
- xii. PAN Verification (Individual/Business)
- xiii. Pan Card Extraction
- xiv. Passport Verification
- xv. GSTIN List by PAN
- xvi. GSTIN Detailed
- xvii. GSTIN basic info
- xviii. Face Liveness
- xix. Name Match Service
- xx. Phone KYC for address proof
- xxi. Shop and Establishment
- xxii. Udyam Registration
- xxiii. IEC (Import/Export Certificate)
- xxiv. Simple search by CIN
- xxv. FSSAI
- xxvi. Cheque OCR
- xxvii. TIN Fetch
- xxviii. PTRC Fetch
- xxix. Normal E-sign
- xxx. Account Aggregator (To fetch the bank statement using account number)
- xxxi. Credit Bureau Commercial - CRIF Entity
- xxxii. Google API (To get Latitude & Longitude from Address)
- xxxiii. Aadhaar XML
- xxxiv. EPIC number based search
- xxxv. Passport Extraction/Fetch
- xxxvi. GST certificate extraction
- xxxvii. VPN detection
- xxxviii. Face Match
- xxxix. Electricity Bill for address proof
- xl. Download file by CIN (MOA, AOA and COI)
- xli. MCI Fetch
- xl. TAN Number validation
- xl. CIBIL Suit
- xl. Credit Bureau - CRIF Individual
- xl. Hunter API (Feedback API - APS Push notification)
- xlvi. CERSAI APIs/SFTP based file sharing

Any API usage beyond the listed above, the bidder should factor the commercial for the same in its bid and Bank will not pay any extra commercial for this throughout the contract period. Any new APIs required during the contract period for any regulatory changes/customisations shall be provided by Bank and integration should be done by the bidder at no additional cost. In case the bidder wishes to use its own API's against the Bank provided ones, Bank wont be liable to pay any cost towards those API's . In addition the uptime guarantee of those APIs shall be the responsibility of the bidder and any outages /performance issues which may arise due to these bidder provider API's shall be counted towards Technical Outages for SLA purposes.

Overall the application should satisfy all the Regulatory guidelines at the time of Go live of the application and any subsequent guidelines issued by regulator from time to time at no additional cost to Bank.

113• Support & Maintenance

Bidder shall provide:

24/7 Technical Support

Dedicated SPOC & escalation matrix

Regular product upgrades and security patches

114. CERSAI CKYCRR2.0

As and when CKYCRR2.0 guidelines are issued by CERSAI, the solution should incorporate all the revised guidelines issued by CERSAI related to CKYCRR2.0 without any additional cost to Bank.

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work explicitly or exclusively would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

6. Location of Work

The successful bidder shall be required to work in close co-ordination with Banks teams and may be required to work at different locations prescribed by Bank such as Banks Corporate Headquarters, DC/DR and other offices as per different requirements of the RFP. Implementation of the Project will be performed Onsite i.e. at Bank premises only by selected bidder in coordination with technical & business teams located at bank's Corporate Headquarters M.A Road Srinagar.

1. CHQ , Srinagar
Jammu & Kashmir Bank Ltd.
Corporate Headquarters,
MA Road, Srinagar-190001
2. Data Center Noida
Jammu & Kashmir Bank Ltd.
Green Fort Data Center, Plot B7, Sector 132, Noida U.P.-201301
3. DR Mumbai
CtrlS Data Center,
Mahape, Navi Mumbai, Maharashtra , 400701

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

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7. Resource Deployment and Competency

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

8. Invitation for Tender Offer

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

Bidders are required to submit Earnest Money Deposit (EMD) for **₹20,00,000/-** (Rupees Twenty Lacs Only). The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank acceptable to the Bank. Offers made without EMD will be rejected.

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

9. Project Delivery Milestones

S.No.	Milestones	Description	Timeline
1	Issuance of Purchase Order	Issuance of Purchase order and acknowledgement	T Day
2	Project Kick-off	Formal initiation, including Submission of Project Implementation Plan, Design document, SRS , Project Team Details and Architecture and Data Flow Diagram / Information Security Review Signoff by Bank	T+15 Days
3	Signing of SLA & NDA	Execution of SLA & NDA as per RFP terms & conditions including submission of PBG	T+15 Days
3	Implementation	Deployment, Integration & Configuration of Journeys <ul style="list-style-type: none"> Execute all scoped areas, integrations etc in alignment with the agreed timelines and quality standards, and ensure smooth operations during and after deployment. 	T+45 Days

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4	UAT Sign Off	Testing of in-scope features & journeys	T+60 Days
5	Go-live of Setup Including DR Setup	Roll out of the Solution with all features	T+75 days
6	Setting up of DR setup	Creation and setting up of DR setup	T+90 days
7	Stabilization	Review of scope implemented , , performance monitoring, and continuous optimization	12 Weeks from sign-off from Bank Team

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

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

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

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

SECTION B - EVALUATION PROCESS

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

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

Stage A: Evaluation of Eligibility

Stage B: Technical Evaluation

Stage C: Commercial Evaluation

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

Stage A-Evaluation of Eligibility Criteria

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

Stage B-Evaluation of Technical Bid

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

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

Bank may seek clarifications from the any or each bidder as a part of technical evaluation. All

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

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

Stage C-Evaluation of Commercial Bid

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

- i. Commercial Bid of only those bidders will be opened who comply with all the eligibility criteria, qualify the Technical Evaluation Stage and confirm compliance to all the terms & conditions and requirements of the RFP document.
- ii. The Bank's evaluation of the indicative commercial bids will consider the bidder's compliance with the terms and conditions.
- iii. The offer must remain valid for a period of at least 180 days from the date of the tender opening.
- iv. Bidders are responsible for the accuracy of all cost computations in their commercial bids. The Bank will review these computations and correct any arithmetic errors identified. While the Bank will make reasonable efforts to identify errors, the ultimate responsibility for accuracy lies with the bidder.

Cost Evaluation under Combined Quality cum Cost Based System (CQCCBS) i. Under the CQCCBS, technical proposals will be allotted a weightage of 70%, while financial bids, will be allotted a weightage of 30%.

- ii. The proposal with the lowest cost will be given a financial score of 100, and other proposals will be given financial scores inversely proportional to their prices.
- iii. The total score, encompassing both technical and financial aspects, shall be obtained by weighing the quality and cost scores and summing them up.

Highest Point's Basis:

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

Commercial Evaluation:

The commercial score will be calculated as follows:

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

The commercial score will carry a weightage of 30%.

Final Evaluation and Selection:

Final Combined Score Formula:

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Final Score = [(Technical Score / Highest Technical Score) × 70] + [Commercial Score × 0.3]

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

Example Procedure

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

Proposal	Technical Score	Evaluated Cost
A	75	Rs 120
B	80	Rs 100
C	90	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: $100 / 120 = 83$ points B: $100 / 100 = 100$ points C: $100 / 110 = 91$ points

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

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points.

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86.0$ points

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

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

Proposal A: 77.4 points : H3

Proposal B: 86.0 points : H2

Proposal C: 90.3 points : H1

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

SECTION C - RFP SUBMISSION

1. e-Tendering Process

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

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

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

2. Service Provider:

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

Help Desk:

Contact Persons: Sandhya Vekariya – 6352631968

Suraj Gupta – 6352632310

Ijlalaeahmad Pathan – 6352631902

Imran Sodagar – 9328931942

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

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

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

3. RFP Fees

The non- refundable RFP application fee of Rs. 2500/- is required to be paid by the prospective bidders through NEFT as per the following details:

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

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

4. Earnest Money Deposit

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

Bank Details for Earnest Money Deposit	
Account Number	9931070690000001
Account Name	Earnest Money Deposit (EMD)
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR 20,00,000/=

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

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

Address:	Technology & Development Department, J&K Bank Ltd. 5 th Floor , Corporate Headquarters M.A Road Srinagar.
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Note: EMD is exempted for all Start-ups as recognized by DPIIT/DIPP. In case of such exemption, relevant documents/proof is to be submitted with Bid.

The EMD made by the bidder will be forfeited if:

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

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- c. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- d. The bidder violates any of the provisions of the terms and conditions of this tender specification.

The EMD will be refunded to:

- a. The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (other than Jammu & Kashmir Bank) from any scheduled commercial bank in India for 5% of the total contract value for 3 years and valid for 3 year+6 months including claim period of 6 months, validity starting from its date of issuance. The PBG shall be submitted within 30 days of the PO issued from the Bank.
- b. The Unsuccessful Bidder, only after acceptance of the PO by the selected bidder.

5. Performance Bank Guarantee (PBG)

The successful bidder will furnish unconditional performance bank guarantees (other than Jammu & Kashmir Bank) from any scheduled commercial bank in India, for 5% of the total contract value for a period 3 years + 6 months. The format of the PBG is given as per Annexure J. The PBG shall be submitted within 30 days from the date of issuance of Purchase order by the Bank. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Successful Bidder. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Bank on the printed letterhead of the issuing Bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank may invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

6. Tender Process

- a. Three-stage bidding process will be followed. The response to the tender should be submitted in three parts: Eligibility, Technical Bid and Commercial Bid through online e-tendering portal with a tender document fee and EMD details mentioned above.
- b. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the RFP. Any Bid, which stipulates conditions contrary to the terms and conditions given in the RFP, is liable for rejection. Any decision of Bank in this regard shall be final, conclusive and binding on the Vendor.
- c. This contract shall initially be awarded for a period of three (3) years from the date of signing. Prices quoted will remain same during the contract period of 3 years. Six (6) months prior to the contract's expiration, the Vendor shall engage with the Bank to confirm whether the Bank intends to extend the contract. If the Bank opts for an extension, the Vendor shall mandatorily extend the contract for up to two (2) additional years, ensuring uninterrupted service delivery. The terms and conditions for service delivery shall remain unchanged; however, the Bank

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reserves the right to negotiate and finalize the commercial rates for the extended period through mutual discussion. The Vendor shall not unilaterally withdraw from or refuse the extension if exercised by the Bank. In the event the Bank decides not to extend the contract, the Vendor shall provide all necessary support, documentation, and assistance to ensure a smooth and structured transition.

- c. 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.
- d. 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
- e. If the Selected Bidder fails to fulfil the orders within the stipulated period, Bank will have the right to allot those unfulfilled orders to other participating vendors, after giving 15-days" notice to the defaulting Vendor, provided the next vendor (H2) matches the rate fixed. Also during the period of the contract due to unsatisfactory service, Bank will have the right to cancel the contract and award the contract to other participating vendors.

7. Bidding Process

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

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

8. Deadline for Submission of Bids:

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

9. Bid Validity Period

- a. Bid shall remain valid for duration of 06 calendar months from Bid submission date.
- b. The offer must remain valid for a period of at least 180 days from the date of the tender opening
- c. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

10. Bid Integrity

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

11. Cost of Bid Document

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

12. Contents of Bid Document

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

13. Modification and Withdrawal of Bids

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

14. Payment Terms

The Bidder must accept the payment terms proposed by the Bank as proposed in this section.

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a) The Payments shall be made on the achievement of the following project milestones:

Deliverable	% of Payment	Stage
Delivery of Solution Design Document and SRS	10% of Implementation Cost	Solution Design Document ,SRS and Architecture /Info Security Review Signoff by Bank
Implementation	20%	UAT sign off by Bank
	20%	Go-Live of the Application
	30%	Project Signoff
	20%	3 Months after stabilization period and DR Setup
Recurring Cost (V-KYC for each profile)	Quarterly in Arrears	On Quarterly basis after receipt of tax invoice, duly verified by Bank's identified official.
Onsite Resource Cost	Quarterly in Arrears	The payment will be paid in arrears at the end of every quarter as per the resource cost
Training	100%	100% cost would be payable post successful completion of the training to the designated officials
Other Cost	In Arrear	Will be paid in arrears on Completion of respective milestone

The terms of payments will be as follows:

- (i) Post Signing of Service Level Agreement (SLA) & (NDA) between Bank and Successful bidder.
- (ii) No advance payment will be made on award of the contract.
- (iii) All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
- (iv) Payments will be withheld in case of Non-compliance of the terms and condition of this RFP.
- (v) Invoices shall be raised after completing the milestone & confirmation/sign off of same by the Bank.
- (vi) The payment will be made against the invoices duly signed by the Bank officials.
- (vii) The Penalty, Liquidated Damage (LD) will be deducted subject to service level agreement of this RFP. Payment will be released after deducting the applicable penalties i.e., SLA, LD, etc., if any.

SECTION D - GENERAL TERMS & CONDITIONS

1. Standard of Performance

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

2. Indemnity

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

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

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

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

3. Cancellation of Contract and Compensation

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

- a. The selected Bidder commits a breach of any of the terms and conditions of the RFP/contract.
- b. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- c. Failure to deliver and/or install the equipment within the stipulated time schedule or the extended date communicated by the Bank.
- d. Serious discrepancies noted in the inspection.
- e. Breaches in the terms and conditions of the Order.
- f. Non submission of acceptance of purchase order within 7 days of order.
- g. Excessive delay in execution of order placed by the Bank.
- h. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.

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

4. Liquidated Damages

- If 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.
- Bank reserves the right to impose / waive any such penalty.
- Part of week will be treated as a week for this purpose.
- The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order

5. Fixed Price

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

6. Right to Audit

Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Bidder (including its sub-contractors). 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 and business premises relevant to the outsourced activity within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. Bidder should allow the J&K Bank to conduct audits or inspection of its Books and account regarding Bank's documents by one or more officials or employees or other persons duly authorized by the Bank.

7. Force Majeure

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

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- d. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the contractor shall hold consultations in an endeavour to find a solution to the problem.
- e. Notwithstanding above, the decision of the Bank shall be final and binding on the successful bidder regarding termination of contract or otherwise.

8. Publicity

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

9. Amendments

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

10. Assignment

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

11. Applicable law and jurisdictions of court

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

12. Resolution of Disputes and Arbitration clause

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

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

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

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

14. 'NO CLAIM' Certificate

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

15. Cost and Currency

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

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

16. No Agency

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

17. Project Risk Management

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

18. Information Security

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

Bidder by J&K Bank, including any copies or reproductions, both hardcopy and electronic.

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

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provide Bank with written descriptions of such procedures and policies upon request. Bank shall have the right, upon reasonable prior written notice to Successful Bidder and during normal business hours, to conduct on-site security audits or otherwise inspect Companies facilities to confirm compliance with such security requirements.

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

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be ensured.

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

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

20.Statutory Requirements

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

21.Bidder Utilization of Know-how

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

22.Corrupt and Fraudulent practice

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

23.Solicitation of Employees

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

24.Proposal Process Management

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

25.Confidentiality Provision

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

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

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

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

26. Sub-Contracting

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

27. Award Notification

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

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

28. Escrow Mechanism

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

29. Suspension of Work

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

30. Taxes and Duties

- 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.
- 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.

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- c) Tax Deduction at Source: Wherever the laws and regulations require deduction of such taxes at source of payment, Bank shall effect such deductions from the payment due to the Successful Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Successful Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by Bidder in respect of this contract.
- d) The Bank shall if so, required by applicable laws in force, at the time of payment, deduct income tax payable by the Successful Bidder at the rates in force, from the amount due to the Successful Bidder and pay to the concerned tax authority directly.

31. Compliance with Bank Policies

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

SECTION E – ANNEXURES

Annexure A: Bid Submission Checklist

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

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

Place:

Date:

Seal and signature of the bidder

Annexure B: Confirmation of Terms and Conditions

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

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

Dear Sir,

Sub: RFP No **Supply, Implementation and Maintenance of Video KYC Solution for CKYC-ReKYC Journeys** for J&K Bank dated

Further to our proposal dated, in response to the Request for Proposal for selection of vendor for Supply, Implementation and Maintenance of Video KYC Solution for CKYC-ReKYC Journeys for J&K Bank (hereinafter referred to as "RFP") issued by Jammu & Kashmir Bank (J&K BANK) we hereby covenant, warrant and confirm as follows:

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

Place:

Date:

Seal and signature of the bidder

Dated: 23-12-2025

Annexure C: Tender Offer Cover Letter

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

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

Dear Sir,

Sub: RFP no: _____ for **Supply, Implementation and Maintenance of Video KYC Solution for CKYC-ReKYC Journeys** for J&K Bank dated _____

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to manage the Video KYC Solution for CKYC-ReKYC Journeys operations at J&K bank, to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

Place:

Date: Seal and signature of the bidder

Dated: 23-12-2025**Annexure D: Details of Service Provider**

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

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

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

Place:

Date:

Seal and signature of the bidder

Annexure E: Compliance to Eligibility Criteria

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

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

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

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

Sl. No.	Eligibility Criteria	Documentary Evidence to be submitted to the bank
1	The bidder must be a registered Company (Public / Private) / PSU / PSE / / LLP in India and been in operation in India for at least 4 years as on date of the RFP. (At least 3 years, in case the bidder is a start-up or MSE)	Copy of the certificate of Incorporation issued by Registrar of Companies and full address of the registered office/ Documentary evidence of proof of partnership
2	The Bidder must have an average turnover of minimum Rs. 20 crores (Rs.15 Crores in case the bidder is a start-up or MSE) during the last 03 (three) Financial Years i.e. (2022-23, 2023-24, 2024-25)	Copies of the audited financial statement along with certificate of the statutory auditor for the turnover to be submitted
3	The Bidder should have positive net worth during the last 03 (three) financial years i.e. FY 2022-23, FY 2023-24, FY2024-25. (Any 2 Financial Years out of last 3 financial years in case the bidder is a start-up or MSE).	Copy of the audited financial statement along with profit and loss statement for corresponding years Certificate of the statutory auditor for the positive net worth
4	Bidder should have a minimum experience of 3 years (Last 2 Financial Years in case the bidder is a start-up or MSE) in providing end to end Video KYC solution as on date of the RFP.	Copy of the purchase order and a confirmation from any customer which shows the minimum no. of years of experience as per the eligibility criteria.
5	The bidder should be the Original Equipment Manufacturer of the proposed Video KYC solution including CKYC, Re-KYC and should have provided the Video KYC solution to at least Two scheduled commercial banks in India. (One scheduled commercial banks in India, in case the bidder is a start-up or MSE)	(i) Proof of ownership of the Video KYC solution. (ii) Copies of purchase orders and confirmation from minimum number of scheduled commercial banks specified in the eligibility criteria.
6	The Bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices or any other reason by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions with no recorded cybersecurity breach resulting in data leak or breach in the last 3 years.	A Self-Declaration to be furnished by the bidder on the Company's letter head.
7	There should be no legal proceedings or investigations pending against the bidder.	A Self-Declaration to be furnished by the bidder on the Company's letter head.

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8	Bidder must provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners have not participated in the bid process.	A Self-Declaration to be furnished by the bidder on the Company's letter head.
9	Bidder must provide an undertaking on their Letter head stating all the technical features highlighted as a part of Technical Requirement in the RFP are covered in totality in their submitted proposal. The undertaking letter should be supported with relevant documents/ project details.	A Self-Declaration to be furnished by the bidder on the Company's letter head.
10	Bidder should provide client references and contact details (email/ landline / mobile) of at least 2 customers for whom the Bidder has executed similar projects in India (with PO date and go live date of the Project), for different journeys.	Client References 1. 2. 3.
11	Firm should have all necessary licenses, permissions, consents, No Objections, approvals as required under law for carrying out its business. It should have currently valid GST and other applicable taxes registration certificates /PAN etc.	Undertaking to be submitted
12	The bidder shall be the Original Equipment Manufacturer (OEM)/ Original Software Owner (OSO)/ Original Software Developer (OSD) of Solution. (OR)	If the applicant is OEM, an Undertaking Letter has to submit in this effect. (OR)
13	An authorized dealer/distributor of the proposed Solution	If the bidder is an authorized dealer/ distributor, an authorization letter from their OEM/ OSO/ OSD to deal/market their product in India and it should be valid for entire contract period from the date of submission of the bid.
14	Bidder/OEM confirm that, VKYC Solution to be deployed are the latest bug free version and free from all know vulnerabilities.	Supporting Document to be submitted
15	The bidder should be certified with any one certificates among CMM Level 3, ISO 27001 certified organization and solution should be SOC2 Certified.	Supporting Document to be submitted
16	The bidder must have a minimum employee strength of 150+ on roll employees, comprising personnel with both technical and domain expertise, to provide onsite resource support and managed cloud infrastructure support.	Declaration cum undertaking duly signed by authorised official of the bidder to be provided on its letter head.

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

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

The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

Place:

Date:

Seal and signature of the bidder

Annexure F: Resource Deployment and Competency Requirements

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

1. Deployment of Project Manager for Video –KYC Implementation Oversight

The selected bidder shall facilitate a dedicated Project Manager to oversee the implementation process, the assigned Project Manager needs to be constantly coordinate with the Bank's Project Management team for effective & timely implementation of the project

Each resource should have:

- a. A minimum of 8 years of overall IT experience, with at least 4 years in project/program management and 3 years of experience handling Video KYC implementation project in a banking environment.
- b. Certifications such as ITIL® Foundation and PMP® (Project Management Professional).

2. Domain Expertise Requirement

The select bidder shall deploy sufficient onsite Domain Experts for quick implementation of the Project strictly as per the Bank's timelines of the project guided by a Solution Architect

Domain experts shall be deployed with at least three (3) years of relevant experience in their respective area of specialization.

3. Post go-Live of the application:

The vendor shall provide qualified (certified solution experts) onsite support resource(One L3) to ensure smooth operation, timely issues resolution and effective knowledge transfer to the Banks officials.

The resource shall be available onsite at Bank's Corporate Headquarters (Srinagar) during standard business hours with the flexibility to support extended hours and weekend for resolution of critical issues.

The quality of the service provider shall be periodically accessed periodically by the bank to ensure compliance with the agreed service levels.

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

Place:

Date:

Seal and signature of the bidder

Annexure G: Technical Bid Format

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

S No	Component	Technical parameters	Max marks
1	Experience in providing Video KYC solution in Scheduled Commercial Banks. (Bidder to submit the copy of reference letter from the clients where the product is currently live)	Each implementation which is currently live will be eligible for 20 Marks.	40
2	Monthly successful V-KYC and Re-KYC volumes handled by the proposed solution at other Client implementations	5 Marks shall be awarded for each client with V-KYC Hits > 50K per month & Re-KYC Hits > 2.5Lakh per month = 5 Marks	10
3	Compliance with technical & functional specifications as specified in Annexure G1	Standard Feature: 1 marks Customization required: 0.5 marks Not Available: 0 marks	70
3	Technical Presentation & Demo	1. Understanding of Scope of the Project. 2. Technical Demo and Walkthrough of	80

		<p>NTB (Onboarding Journey) with V-KYC.</p> <p>3. Technical Demo and Walkthrough of ETB (Re-KYC) with V-KYC & without KYC including search and download.</p> <p>4. Demo of Auto Error Handling</p> <p>5. Demo of Self and Assisted Journey for Re-KYC.</p> <p>6. Demo of Admin Module with Lead/Case Management, Auto Assignment Solution, Design and Deployment Architecture, Cloud Deployment Strategy, Management of Project team, Support Structure and Escalation.</p> <p>7. Demonstrate the solution deployment and go-live plan including the approach and action plan for handling CKYCRR2.0 guidelines.</p>	
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Note: Total marks for technical and functional valuation is 200. Minimum cut-off mark for qualifying in the technical evaluation is 140 out of 200 marks.

Place:

Date:

Seal and signature of the bidder





Annexure G1: Technical & Functional Specifications

Abbreviations	Full Form	Marks
A	Available in the product without customization	1
C	Will be provided with Customization	0.5
N	Not Available	0

S.No.	Requirements	A/C/N	Remark
1	Plug and Play model: - The VKYC Solution should be able to be integrate with Bank's existing and upcoming applications to perform VKYC as & when required.		
2	Video-KYC Solution must comply all the functional and technical requirements as per latest RBI circular/guidelines.		
3	Application should allow customers to verify their identity through video interaction as per RBI Guidelines including extraction of data through OCR.		
4	The application shall have components with face liveness / spoof detection as well as face matching technology including appropriate artificial intelligence (AI).		
5	System should have functionality of challenge-Response method as part of the questionnaire during VCIP process.		
6	Live Geo-tagging, VPN detection & IP capture while performing V-CIP. Application should be able to alert and halt the V-CIP process if the location is not in India.		
7	Application should be able to do end-to-end encryption (data in rest, data in transit) of data between customer device and the hosting point of the V-CIP application as per appropriate encryption standards.		
8	Solution should have capability to complete VKYC process even on low bandwidth on customer end.		
9	Solution should provide network connection quality indicator for both end (VKYC Official & Customer)		
10	Application should distribute Video calls among available agents based on factors Viz. language, location, availability of agents, time and adhoc basis to particular agent.		
11	In case of disruption of any sort including pausing of video, reconnecting calls etc,		

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	should not result in creation of multiple video files.		
12	The proposed VIDEO KYC should be able to integrate with all current and future applications/Journeys of the bank which are developed in-house or procured like Bank's LOS system, Bank's Customer on boarding, KYC, Re-KYC and updation of KYC, CRM, ESB, Mobile/Internet/Tab Banking, API management solution, Digilocker, Kiosk, IVR etc.		
13	Recordings should have the ability to be easily extracted as and when required for compliance purposes in standard format MP4, AVI, WebM etc., allowing authorized personnel to search based on unique identifier.		
14	Data should be stored in encrypted form especially PII Data of customer and should support at least AES 256-bit encryption and above between web browser & web server front end (Internet & Intranet)		
15	Integration with 3rd Party APIs (UIDAI, PAN etc.) and CBS APIs, DMS, CKYCR.		
16	An executive dashboard for agents and admin users to monitor ongoing video calls, queue status, wait times, agent performance, status of API failure/success and overall system health.		
17	System should integrate with AD system for user authentication & should have 2 Factor authentication (OTP) for bank user login.		
18	The solution must be entirely cloud-based, hosted by the bidder as a service as per Bank's Cloud Service Policy (CSP).		
19	Complete digital on boarding of new customers through V-CIP, enabling generation of CKYC Identifier. Integration with CKYCR (Central KYC Registry) for uploading new KYC records and retrieving existing ones.		
20	Facilitate remote re-KYC using CKYC Identifier for existing customers, as per RBI guidelines.		
21	The bidder must offer Bulk upload tools for CKYC and Re-KYC Operations including legacy customers.		
22	The solution should be integrated with Bank's DMS to push / pull to Bank's own Infrastructure through API integration		
23	The solution should offer Assisted Journeys (Walk-In) and Back Office Journeys for CKYC/Re-KYC through a dedicated Mobile App and through a dedicated Staff Portal to be accessible over Web.		

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24	Integration with AML watchlist screenings, PEP list, MNRL, I4C. system should have facility of performing risk scoring via Mule shield(covering all cybercrime databases)		
25	AI based audit capabilities for automated anomaly detection on video call recordings (suspicious pauses, background noises, ID mismatch alerts).		
26	The solution should handle Aadhaar based OTP CKYC & Re-KYC journeys		
27	The solution should be able to use Search/Download API of CERSAI to be used as part of CKYC & Re-KYC		
28	The solution should be able to handle callback API facility to be used once KYC/Re-KYC is completed.		
29	The solution must redact or black out the Aadhaar number in the stored video.		
30	The solution should retrieve customer data from the C-KYC repository using the KYC ID during on boarding or verification.		
31	The solution should enable fingerprint and iris-based authentication for additional security.		
32	The solution should have duplication functionality to prevent multiple KYC records for the same customer, flag duplicate records and notify Bank officials for resolution.		
33	The solution should automatically populate customer data in bank's systems using C-KYC retrieved data and enable updates to existing customer data in the C-KYC.		
34	The solution should have API based Straight Through Processing from/to CBS & CERSAI and also should have provision to handle file-based records from/to CBS & CERSAI.		
35	The application should handle all standard OVDs with PAN including exception if any raised by CERSAI.		
36	All APIs should be handled over Bank's ESB which uses AES 256 and hybrid encryption.		
37	Mobile Application Native journeys (SDK Based for seamless experience) in addition to the Mobile and Tablet Responsive Journeys for CKYC/Re-KYC to be provided by the bidder.		
38	APIs for CKYC/Re-KYC to be integrated over WhatsApp channel to be provided by the bidder.		
39	The solution should have the capability to integrate Re-KYC journey over ATMs of the bank.		
40	The solution should have the capability for Auto error handling for all CERSAI/CKYC/CBS related issues.		

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41	The solution should have the provision for rejection handling for the cases where CERSAI has marked rejection.		
42	The solution should be able to send Automated customer notifications (SMS, email, and app) regarding CKYC/Re-KYC pendency and regarding reminders, appointment, and approval/rejection.		
43	The Proposed solution should be capable of receiving notification/deficiency from CKYCR and create leads in the Portal.		
44	The admin portal should have the capability to auto-assign cases/leads to Branches based on Sol-ID mapping (Where Branch intervention is required).		
45	The solution should be able to send Digital reminders for Re-KYC in line with RBI guidelines along with a report in dashboard for the list where pendency is still after sending of digital reminders.		
46	The solution should handle Aadhaar based OTP CKYC & Re-KYC journeys.		
47	The solution should cater to CKYC/Re-KYC journeys of Individuals & legal entities (mandatorily assisted journeys).E-KYC of customer NTB/ETB should be part of solution in line with Master directions of RBI including amendments issued from time to time.		
48	Bank would offer its own API's to the bidder and the bidder should be able to consume these APIs.		
49	Onsite L3 resource for the period of contract.		
50	Design and workflow of all the Journeys framed as per Bank's requirements to be provided by the bidder at no extra cost.		
51	The solution should be able to recognize that any suspicious browser / plugin is running on client side and show the status to bank official in real time. CDD Procedure should be in line with Master directions of KYC including all amendments issued from time to time.		
52	For the video call health check, solution should ensure that the client-side session does not start until all requirements for video session are met.		
53	The solution should support Aadhaar XML based customer verification.		
54	The platform / solution should be fully DPDP Act compliant as per the new privacy and data protection act.		
55	The solution should support OTP based consents for CKYC record downloads.		
56	The Solution should facilitate periodic updation of KYC as per RBI's latest circulars.		

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57	Mandatory search and upload of KYC records to & from the Central KYC Registry (CKYCR) as per PMLA guidelines.		
58	The solution should be able to perform automated extraction of data from PAN, Aadhaar, and other OVDs.		
59	The solution should be able to handle validation of document authenticity, including AI-based forensics to detect digital forgery and tampering.		
60	The Video KYC request should be initiated and reach the customer from Bank's domain.		
61	The product should be complied with top 10 OWASP security coding practice.		
62	The proposed VIDEO KYC should provide a robust MIS support by way of Dashboard with certain in-built reports.		
63	Mandatorily comprehensive training (technical and functional separately) to Bank Staff, at least once in a year during the contract period of 3 years.		
64	The solution should facilitate DIY journeys for Re-KYC through web, SMS/email links, mPay Delight+ and mPay Web & Internet Banking Application.		
65	The solution should have ability to generate various MIS reports as per regulators/statutory requirements and Bank's Requirement.		
66	The selected vendor should host the solution on cloud in High Availability mode, along with DR and a minimum uptime time of 99.50%.		
67	At the time of initiation of call the application should perform a quick network check at both the agent's and the customer's ends to minimize dropouts due to poor network.		
68	Efficient management of customer queues to ensure timely assistance and reduce wait times.		
69	The application should be scalable to handle large volumes of video KYC requests efficiently, and it should be able to scale horizontally.		
70	Application should support single login for agent/auditor in order to perform video conversation with customers irrespective of business journeys.		

Place:

Date:

Seal and signature of the bidder



Annexure H: Commercial Bid Format

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

The Commercial Bid shall be submitted in the following format:

Description	Unit Price in Rupees	Multiplication Factor (Tentative Qty)	Amount
One time Implementation fee for end to end Solution at DC/DR site as per requirements mentioned under the RFP	a	1	A=a*1
Charges per successful Video KYC hits *	b	10,00,000	B=bx10,00,000
Charges per successful Re-KYC/CKYC + hits (including search & download)**	c	50,00,000	C=cx50,00,000
Additional Customization Man Days (Strictly as per usage and for changes beyond the SOW)	d	100***	D=dx100
Monthly charges L3 resource(Onsite)	e	12	E=ex12
Training cost of officials in a batch of 20 staff each(tentatively) (as & when required)	f	2	F=fx2
Charges per Batch for 1. Bulk Search & Download & 2. Bulk CKYC Upload of 1000 Records per Batch with CBS & DMS update (as per requirement of Bank)	g	1	G=gx1
Total Cost for 3 Years			Total(A+B+C+D+E+F+G)

*A Successful VKYC means completion of the V-KYC process or failure at audit level or due to business rules.

**A Successful Re-KYC means completion of the Re-KYC process which includes update of CBS with CKYC-ID and Update Re-KYC Date for Legacy Accounts or those cases where No Change option is exercised by Customer .In Re-KYCs which involve VKYC, such numbers would be considered under V-KYC charges only

***Number of Man-days mentioned above are indicative only. However, the no. of man-days will be utilized from time to time as per the requirement/Bank's discretion.

One L3 resource shall be deployed by successful bidder. Bank reserves the right to extend the duration of the onsite resource at the same cost during the contract period.

The quoted amount should cover the entire cost of service delivery for 3 years as per the Scope of Work and SLA terms mentioned in the RFP.

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Note: Rates to be quoted inclusive of other charges/levies(exclusive of GST) etc. The quantity mentioned above is indicative only and the actual number may change based on assessment of business requirements of the Bank.

Place:

Date:

Seal and signature of the bidder



Dated: 23-12-2025

Annexure I: Bank Guarantee Format

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

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

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

WHEREAS..... (Company Name) and having its Registered Office at..... India (hereinafter referred to as "the Bidder") proposes to respond to RFP No dated of Jammu and Kashmir Bank Ltd India (hereinafter referred to as "Bank" or "J&K Bank") for
For Supply, Implementation and Maintenance of Video KYC Solution for CKYC-ReKYC Journeys

(Herein after called the "RFP")

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

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

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

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

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

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

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amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.

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

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absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

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

For and on behalf of BANK

Authorized Signatory

Seal

Address

Dated: 23-12-2025

Annexure J: Performance Bank Guarantee Format

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

To

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

WHEREAS..... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at, hereinafter referred to as the Bidder has for taken up for **For Supply, Implementation and Maintenance of Video KYC Solution for CKYC-ReKYC Journeys**

in terms of the Purchase Order bearing No. Dated, hereinafter referred to as the CONTRACT.

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

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

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

Dated the..... Day of2025

For.....

BANK Authorized Signatory

Dated: 23-12-2025**Annexure K: Non-Disclosure Agreement (NDA)**

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

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

and

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Purpose J&K Bank/Disclosing Party has engaged or wishes to engage the Company/Receiving party for undertaking the project for **Supply, Implementation and Maintenance of Video KYC Solution for CKYC-ReKYC Journeys for J&K Bank** 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.

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

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

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

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

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

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

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

The receiving party shall destroy /dispose of the confidential information provided by the disclosing party together with its copies upon written request of the disclosing party, as per the

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directions issued by the disclosing party and such destruction shall be confirmed in writing by receiving party.

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

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

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

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

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

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

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

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

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

_____ (Contact details of Company/Receiving party)

_____ (Contact details of Bank/Disclosing Party).

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

Dated: 23-12-2025

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

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

Annexure L: Service Level Agreement (SLA)

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

This Service Level agreement ("Agreement") is made at Srinagar (J&K) on this day of2025 between

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

and

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

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

Now therefore, this Agreement is witnessed as under:

1. Definitions of the terms

Dated: 23-12-2025



COMPANY NAME

Bank

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Company Seal

Company Seal



Dated: 23-12-2025

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

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

Vendor shall be responsible for providing Services defined under this the RFP for Supply, Implementation and Maintenance of Video KYC Solution for CKYC-ReKYC Journeys in accordance with all the terms and conditions of the RFP clauses and any incidental services, functions and responsibilities not specifically described in this RFP, but which are required for the performance and delivery of the Services in accordance with the terms of this agreement.

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

Section A. Point 5 – Scope of Work
 Section A. Point 6 – Location of Work
 Section D. General Terms and Conditions
 Annexure F- Resource Deployment and Competency Requirements
 Annexure G-Technical Requirements
 Annexure N-Know Your Employee

And other terms and conditions defined in the RFP document.

3. Service Level Management

Contract Uptime & Penalties

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

- i. Any bugs identified shall be rectified immediately.
- ii. Any requirements amendments/modifications required by bank will have to be carried out by the identified Service Provider during the contract without any additional cost.

Dated: 23-12-2025

- iii. The maximum response time for a support/complaint from the site shall not exceed time defined, else it will fall under penalty clause.
- iv. Service Provider shall solve the software problem immediately after reporting of the problem by the Bank to the Service Provider.
- v. 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 Service Provider, at no additional cost with timelines as defined in the SLA.

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

- i. The "Downtime" is the time shall mean the time period when the Service/Application is not available as per the service standards of this SLA resulting failure. "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.
- ii. The percentage uptime is calculated on Monthly basis as follows:

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

- iii. (A month is taken as a calendar month and number of days are actually number of days in each month)

“Uptime”: The Company shall guarantee and ensure the following SLA’s are met during the Contract Period:

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

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

The percentage uptime is calculated on monthly basis as follows:

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

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

- b) The "**Downtime**" is the time shall mean the time period when the Service/Application is not available as per the service standards of this SLA resulting failure. "Failure" is the condition that renders the solution not available to customers. "Restoration" is the condition when the Company demonstrates that the solution is in working order and the Bank acknowledges the same.
- c) “**Percentage down time**” shall mean the aggregate of downtime of the particular system during the month expressed as a percentage of total available time in a year i.e. 90 * 24 hours. Thus, if the aggregate downtime of System works out to 2 hours during a year then the

Dated: 23-12-2025

percentage downtime shall be calculated as follows:

$$\frac{2 \times 100}{30 \times 24} = 0.27\% \text{ (Considering days in a month as 30)}$$

- d) **“Response Time”** shall mean the interval from receipt of first information from Bank to the company, or to the local contact person of the Company by way of any means of communication informing them of the malfunction in System/Solution to the time Company Engineer attends the problem.
- e) **“Restoration Time”** shall mean the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and does not necessarily include root cause removal.
- f) **“Resolution Time”** shall mean the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.
- g) **“Down Time”** shall mean the time period when the Service/Application is not available as per the service standards of this SLA, and the service/application is not available to the users of the Bank /Customers of the Bank (and excludes the scheduled outages planned in advance IT infrastructure), due to the problem in it and downtime 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.

During Period of contract, Company will maintain the services as per SLAs. The Company shall guarantee an uptime of 99.9% during warranty and also during AMC, which shall be calculated on monthly basis. If the bidder fails to maintain guaranteed/committed uptime of 99.9% on monthly basis, Bank shall impose penalty:

Uptime	Penalty/Quarter
99.9% & Above	NA
99.94% to 99%	2% of the quarterly recurring payment
98.99% to 97%	3% of the quarterly recurring payment
97.99% to 95%	5% of the quarterly recurring payment
Less than 95%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of the quarterly recurring payment for every 0.5% lower than the stipulated uptime

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

Note:

- If the downtime exceeds 10 % and if Vendor materially fails to meet an uptime of 99.9% for three (3) consecutive months, Bank has the discretion to cancel the contract.
- If any penalty is levied by any regulator on the Bank which is attributed to the solution or any of its components, then the entire amount of such loss shall be recovered from the bidder on actual basis.

Dated: 23-12-2025**Note: SLA will be monitored on monthly basis.****Service Levels:**

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

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

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

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

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

Severity Level	Response	Restoration	Resolution
Severity-1(High)	30 Mins	2 hrs.	1 day
Severity-2(Medium)	1 hrs.	4 hrs.	2 days
Severity-3(Low)	1 hrs.	12 hrs.	3 days

Penalties for Non-Compliance to Restoration and Resolution Time:

Severity Level	Restoration Breach	Resolution Breach
Severity-1	3 days of quarterly recurring payment /quarter for every 3 hrs. of delay in restoration	3 days of quarterly recurring payment /quarter for every 1 day of delay in resolution

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Severity-2	3 days of quarterly recurring payment /quarter for every 6 hrs of delay in restoration	3 days of quarterly recurring payment /quarter for every 2 days of delay in resolution
Severity-3	3 days of quarterly recurring payment /quarter for every 12 hrs delay in restoration	3 days of quarterly recurring payment /quarter for every 5 days of delay in resolution

Delivery & Installation:

The solution need to be deployed as per the timelines mentioned in Point No 9 of Section A- Introduction of this RFP.

Contract Period

The Contract shall be effective from date of acceptance of PO and shall be valid till (___date___), i.e. 3 years from go live of the service (___date___), unless or until terminated by Bank in accordance with the terms of this SLA. Thereafter the contract may further extend if both parties wish to continue on the mutually agreed terms and conditions subject to satisfactory performance of the vendor.

Payment Terms

The Bidder must accept the payment terms proposed by the Bank as proposed in this section.

- a) The Payments shall be made on the achievement of the following project milestones:

Deliverable	% of Payment	Stage
Delivery of Solution Design Document and SRS	10% of Implementation Cost	Solution Design Document ,SRS and Architecture /Info Security Review Signoff by Bank
Implementation	20%	UAT sign off by Bank
	20%	Go-Live of the Application
	30%	Project Signoff
	20%	3 Months after stabilization period and DR Setup
Recurring Cost (V-KYC for each profile)	Quarterly in Arrears	On Quarterly basis after receipt of tax invoice, duly verified by Bank's identified official.

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Onsite Resource Cost	Quarterly in Arrears	The payment will be paid in arrears at the end of every quarter as per the resource cost
Training	100%	100% cost would be payable post successful completion of the training to the designated officials
Other Cost	In Arrear	Will be paid in arrears on Completion of respective milestone

The terms of payments will be as follows:

- (i) Post Signing of Service Level Agreement (SLA) & (NDA) between Bank and Successful bidder.
- (ii) No advance payment will be made on award of the contract.
- (iii) All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
- (iv) Payments will be withheld in case of Non-compliance of the terms and condition of this RFP.
- (v) Invoices shall be raised after completing the milestone & confirmation/sign off of same by the Bank.
- (vi) The payment will be made against the invoices duly signed by the Bank officials.
- (vii) The Penalty, Liquidated Damage (LD) will be deducted subject to service level agreement of this RFP. Payment will be released after deducting the applicable penalties i.e., SLA, LD, etc., if any.

4. Assignment

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

5. Entire Agreement, Amendments, Waivers

Please refer to the following:

- 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.

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- 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.

6. 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.

7. 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.

8. Partnership / Collaboration / Subcontracting

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

9. 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

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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.

10. Information security

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

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

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consistent with generally accepted industry standards and practices and storage of data (as applicable to the concerned REs) only in India as per extant regulatory requirements.

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

conducted by Successful Bidder's auditors, or the successors to their role in the event of a corporate reorganization, at Successful Bidder's cost.

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

11. Termination of Contract

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

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

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

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

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

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

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

12. Indemnity

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

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

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

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

13. Right to Audit

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

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

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

14. Limitation of Liability

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

15. Exit Clause

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

- 1) Failure of the Successful Bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract.
- 2) Delay in delivery beyond the specified period.

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- 3) Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods.
- 4) Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
- 5) In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by The Successful Bidder. Bank reserves right to exit at any time after giving notice period of six months during the contract period.

16. Force Majeure

Please refer to the following:

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

17. Intellectual Property Rights

Please refer to the following:

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

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

18. Corrupt and Fraudulent practice.

Please refer to the following:

- 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.

19. 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.

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The Bank and the Successful Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank **for Supply, Implementation and Maintenance of Video KYC Solution for CKYC-ReKYC Journeys**

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

20. Notices

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

Following shall be address of BANK for notice purpose:

General Manager (S&IT), J&K Bank Ltd,

Technology & Development Division,

Corporate Headquarters, M.A. Road, Srinagar, 190001 Jammu & Kashmir (India)

Following shall be address of Company for notice purpose:

21. Other Terms and Conditions

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

Dated: 23-12-2025

the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the bid/proposal.

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

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

Agreed and signed on behalf of

Agreed and signed on behalf of

Dated: 23-12-2025



Company's Authorized Signatory	J&K Bank Limited
Name.....	Name.....
Designation.....	Designation.....
Witness (1):	Witness (1):
Name.....	Name.....
Designation.....	Designation.....
Witness (2):	Witness (2):
Name.....	Name.....
Designation.....	Designation.....



Dated: 23-12-2025

Annexure M: Undertaking

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

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

Dear Sir,

**Sub: RFP No For Supply, Implementation and Maintenance of Video KYC
Solution for CKYC-ReKYC Journeys**

dated 2025

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Video **KYC Solution for CKYC-ReKYC Journeys**

operations for J&K Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

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

We enclose cost of RFP Rs.2,500/- (Rupees Twenty Five Hundred Only) and EMD of Rs.20,00,000/- (Rupees Twenty Lacs Only) in Bank Transfer/Demand Draft/Bank Guarantee favouring J&K Bank Ltd, towards cost of RFP/bid security, details of the same is as under

Dated: 23-12-2025

No. :
Date:
Name of Issuing Bank:
Dated at _____ this _____ day of _____ 2025

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

We agree to all terms & conditions of the RFP.

Place:

Seal and signature of The Bidder



Dated: 23-12-2025

Annexure N: Know Your Employee

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

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

Dear Sir,

Sub: RFP No For Supply, Implementation and Maintenance of Video KYC Solution for CKYC-ReKYC Journeys

dated 2025

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

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

Place:

Date:

Seal and signature of the bidder

Dated: 23-12-2025**Annexure O: Template for Pre-Bid Queries**

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

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

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

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

Authorized Signatory

Place:

Date:

Name

Designation

Office Seal

Annexure P: No Deviation Certificate

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

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

Dear Sir,

This is to certify that our offer is exactly in line with your RFP for **Video KYC Solution for CKYC-ReKYC Journeys**

for J&K Bank no._____ dated _____ and subsequent corrigenda's. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Date:

Name and Designation of Signatory:

Name of Company:

Address:

Note: This form must be signed by authorized signatory.

Annexure Q: Undertaking of Information Security

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

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

Sir,

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

Date:

Name and Designation of Signatory:

Name of Company:

Address:

Note: This form must be signed by authorized signatory.

Dated: 23-12-2025

Annexure R: Letter of Undertaking from OEM on Cloud Security and compliance

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

(Applicable only in case of Cloud based solution) (This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized signatory)

Sir,

We (Name of the OEM / OSD) who are established and reputable manufacturers / developers of do hereby undertake the following:

1. The proposed solution is complying with the Information security policy/ Cloud Security Policy of the bank for the applicable solution requirements mentioned in RFP.
2. The solution will be offered at dedicated environment to have better control over Bank's data due to compliance / security related aspects.
3. We (Name of the OEM / OSD) who is responsible for:
 - Data and application privacy and confidentiality
 - System and software access control and administration
 - Custodial responsibilities for data and other information assets
 - Physical Security of the facilities where the Bank's data resides
 - Physical and logical separation from other customers
 - Defining and following Change management, Incident response and reporting procedures
 - Complying with the Password Policy of the Bank
 - Complying with the Data Encryption / Protection requirement of the Bank
 - Integration with Single Sign on / Single Sign on Capabilities inbuilt

We hereby attach our response against the various requirement of Bank as follows:

	Subject	OEM Response
1	Right to Audit	
2	Data and Information Security	
3	Application and Process Security	
4	Integration with external applications:	
5	IT Infrastructure Security of public cloud	
6	Physical and Logical Security	
7	Logical Security	
8	Legal Issues	
9	Operational Security	

Date:

Name and Designation of Signatory:

Name of Company:

Address:

Note: This form must be signed by authorized signatory.

Annexure S: CSP Checklist

	Control Domain	CID	CSP Assessment Questions	Requirement	Answer (Yes/No)	Reference
		CO.01	*Do you allow customers to view your third party audit reports?	Mandatory		
		CO.02	*Do you conduct network penetration tests of your cloud service infrastructure regularly? If yes please elaborate on your test and remediation process	Mandatory		
		CO.03	*Do you conduct regular application penetration tests of your cloud infrastructure according to the industry best practices? If yes please elaborate on your test and remediation process.	Mandatory		
		CO.04	*Do you conduct internal audits regularly according to the industry best practices? If yes please elaborate on your test and remediation process.	Mandatory		
		CO.05	*Do you conduct external audits regularly according to the industry best practices? If yes please elaborate on your test and remediation process.	Mandatory		
		CO.06	Are the results of the network penetration tests available to customers at their request?			
		CO.07	*Are the results of internal and external audits available to customers at their request?	Mandatory		
	Third Party Audits	CO.08	Do you permit customers to perform independent vulnerability assessments?			
	Contact / Authority Maintenance	CO.9	Do you maintain updated liaisons and points of contact with local authorities? If yes then how frequently you validate the contacts?			
	Information System Regulatory Mapping	CO.10	*Do you have the ability to logically segment or encrypt customer data such that data may be produced for a single customer only, without inadvertently accessing another customer's data?	Mandatory		
		CO.11	*Do you have capability to logically segment, isolate and recover data for a specific	Mandatory		

			customer in the case of a failure or data loss?			
	Intellectual Property	CO.12	*Do you have policies and procedures in place describing what controls you have in place to protect customer's data marked as intellectual property?	Mandatory		
		CO.13	If utilization of customers services housed in the cloud is mined for cloud provider benefit, are the customers' defined IP rights preserved?			
		CO.14	If utilization of customers services housed in the cloud is mined for cloud provider benefit, do you provide customers the ability to optout?			
INFORMATION GOVERNANCE	Ownership	IG.01	*Do you follow or support a structured datalabelling standard (ex. ISO 15489, Oasis XML Catalogue Specification, CSA data type guidance)? If yes please specify	Mandatory		
	Classification	IG.02	Do you provide a capability to identify virtual machines via policy tags/metadata?			
		IG.03	Do you provide a capability to identify hardware via policy tags/metadata/hardware tags?			
		IG.04	Do you have a capability to use system geographic location as an authentication factor?			
		IG.05	*Can you provide the physical location/geography of storage of a customer's data upon request?	Mandatory		
		IG.06	*Do you allow customers to define acceptable geographical locations for data routing or resource instantiation?	Mandatory		
	Handling / Labelling / Security Policy	IG.07	Do you consider all customer data to be "highly sensitive" and provide the same protection and controls across the board or you apply the controls according to the data specific classification or label?			

		IG.08	*Are mechanisms for label inheritance implemented for objects that act as aggregate containers for data?	Mandatory		
INFORMATION GOVERNANCE	Retention Policy	IG.09	*Do you have technical control capabilities to enforce customer data retention policies?	Mandatory		
		IG.10	*Do you have a documented procedure for responding to requests for customer data from governments or third parties?	Mandatory		
	Secure Disposal	IG.11	*Do you support secure deletion (ex. degaussing / cryptographic wiping) of archived data as determined by the customer?	Mandatory		
		IG.12	*Can you provide a published procedure for exiting the service arrangement, including assurance to sanitize all computing resources of customer data once a customer has exited your environment or has vacated a resource?	Mandatory		
	Nonproduction Data	IG.13	*Do you have procedures in place to ensure production data shall not be replicated or used in your test environments?	Mandatory		
	Information Leakage	IG.14	*Do you have controls in place to prevent data leakage or intentional/accidental compromise between customers in a multicustomer environment?	Mandatory		
		IG.15	Do you have a Data Loss Prevention (DLP) or extrusion prevention solution in place for all systems which interface with your cloud service offering?			
PHYSICAL ACCESS	Policy	PA.01	*Can you provide evidence that policies and procedures have been established for maintaining a safe and secure working environment in offices, rooms, facilities and secure areas?	Mandatory		
	User Access	PA.02	*Pursuant to local laws, regulations, ethics and contractual constraints are all employment candidates, contractors and third parties subject to background checks?	Mandatory		

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	Controlled Access Points	PA.03	*Are physical security perimeters (fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks and security patrols) implemented?	Mandatory		
	Secure Area Authorization	PA.04	*Do you allow customers to specify which of your geographic locations their data is allowed to traverse into/out of (to address legal jurisdictional considerations based on where data is stored vs. accessed)?	Mandatory		
	Unauthorized Persons Entry	PA.05	*Are ingress and egress points such as service areas and other points where unauthorized personnel may enter the premises monitored, controlled and isolated from data storage and process?	Mandatory		
	Offsite Authorization	PA.06	Do you provide customers with documentation that describes scenarios where data may be moved from one physical location to another? (ex. Offsite backups, business continuity failovers, replication)			
	Offsite equipment	PA.07	Do you provide customers with documentation describing your policies and procedures governing asset management and repurposing of equipment?			
	Asset Management	PA.08	*Do you maintain a complete inventory of all of your critical assets?	Mandatory		
HR	Employment Agreements	HR.01	*Do you specifically train your employees regarding their role vs. the customer's role in providing information security controls?	Mandatory		
		HR.02	Do you document employee acknowledgment of training they have completed?			
	Employment Termination	HR.03	*Are Roles and responsibilities for following performing employment termination or change in employment procedures assigned, documented and communicated?	Mandatory		
INFORMATION	Management Program	IS.01	*Do you provide customers with documentation describing your Information Security Management System (ISMS)?	Mandatory		

	Management Support / Involvement	IS.02	*Are policies in place to ensure executive and line management take formal action to support information security through clear documented direction, commitment, explicit assignment and verification of assignment execution?	Mandatory		
	Policy	IS.03	Do your information security and privacy policies align with particular standards (ISO27001, NIA, CoBIT, etc.)?			
		IS.04	Do you have agreements which ensure your providers adhere to your information security and privacy policies?			
		IS.05	*Can you provide evidence of due diligence mapping of your controls, architecture and processes to regulations and/or standards?	Mandatory		
	Baseline Requirements	IS.06	*Do you have documented information security baselines for every component of your infrastructure (ex. Hypervisors, operating systems, routers, DNS servers, etc.)?	Mandatory		
		IS.07	Do you have a capability to continuously monitor and report the compliance of your infrastructure against your information security baselines?			
		IS.08	*Do you allow your clients to provide their own trusted virtual machine image to ensure conformance to their own internal standards?	Mandatory		
	Policy Reviews	IS.09	Do you notify your customers when you make material changes to your information security and/or privacy policies?			
	INFORMATION SECURITY	IS.10	*Is a formal disciplinary or sanction policy established for employees who have violated security policies and procedures?	Mandatory		
		IS.11	*Are employees made aware of what action might be taken in the event of a violation and stated as such in the policies and procedures?	Mandatory		
	User Access Policy	IS.12	*Do you have controls in place ensuring timely removal of access rights and permissions which is no longer required?	Mandatory		

		IS.13	*Do you provide metrics which track the speed with which you are able to remove access rights following a request from us?	Mandatory		
	User Access Restriction / Authorization	IS.14	*Do you document how you grant and approve access to customer data?	Mandatory		
		IS.15	Do you have a method of aligning provider and customer data classification methodologies for access control purposes?			
	User Access Revocation	IS.16	*Is timely de-provisioning, revocation or modification of user access to the organizations systems, information assets and data implemented upon any change in status of employees, contractors, customers, business partners or third parties?	Mandatory		
	User Access Reviews	IS.17	*Do you require at least annual certification of entitlements for all system users and administrators (exclusive of users maintained by your customers)?	Mandatory		
		IS.18	*If users are found to have inappropriate entitlements, are all remediation and certification actions recorded?	Mandatory		
		IS.19	Will you share user entitlement remediation and certification reports with your customers, if inappropriate access may have been allowed to customer data?			
	Training / Awareness	IS.20	*Do you provide or make available a formal security awareness training program for cloud-related access and data management issues (i.e., multi-tenancy, nationality, cloud delivery model segregation of duties implications, and conflicts of interest) for all persons with access to customer data?	Mandatory		
		IS.21	*Are administrators properly educated on their legal responsibilities with regard to security and data integrity?	Mandatory		

	Industry Knowledge / Benchmarking	IS.22	Do you participate in industry groups and professional associations related to information security?			
		IS.23	*Do you benchmark your security controls against industry standards?	Mandatory		
	Roles / Responsibilities	IS.24	Do you provide customers with a role definition document clarifying your administrative responsibilities vs. those of the customer?			
	Management Oversight	IS.25	Are Managers responsible for maintaining awareness of and complying with security policies, procedures and standards that are relevant to their area of responsibility?			
INFORMATION SECURITY	Segregation of Duties	IS.26	Do you provide customers with documentation on how you maintain segregation of duties within your cloud service offering?			
	User Responsibility	IS.27	*Is your staff made aware of their responsibilities for maintaining awareness and compliance with our published security policies, procedures, standards and applicable regulatory requirements?	Mandatory		
		IS.28	Are users made aware of their responsibilities for maintaining a safe and secure working environment?			
		IS.29	Are users made aware of their responsibilities for leaving unattended equipment in a secure manner?			
	Workspace	IS.30	*Do your data management policies and procedures address customer and service level security requirements?	Mandatory		
		IS.31	Do your data management policies and procedures include a tamper audit or software integrity function for unauthorized access to customer data?			
		IS.32	*Does the virtual machine management infrastructure include a tamper audit or software integrity function to detect changes to the build/configuration of the virtual machine?	Mandatory		

	Encryption	IS.33	*Do you have a capability to allow creation of unique encryption keys per customer?	Mandatory		
		IS.34	Do you support customer generated encryption keys or permit customers to encrypt data to an identity without access to a public key certificate? (e.g. Identity based encryption)?			
	Encryption Key Management	IS.35	*Do you encrypt customer data at rest (on disk/storage) within your environment?	Mandatory		
		IS.36	*Do you leverage encryption to protect data and virtual machine images during transport across and between networks and hypervisor instances?	Mandatory		
		IS.37	Do you have a capability to manage encryption keys on behalf of customers?			
		IS.38	Do you maintain key management procedures?			
	Vulnerability/ Patch Management	IS.39	*Do you conduct network- layer vulnerability scans regularly?	Mandatory		
		IS.40	*Do you conduct application- layer vulnerability scans regularly?	Mandatory		
		IS.41	*Do you conduct local operating system- layer vulnerability scans regularly?	Mandatory		
		IS.42	*Do you have a capability to rapidly patch vulnerabilities across all of your computing devices, applications, and systems?	Mandatory		
INFORMATION SECURITY		IS.43	Will you provide your risk-based systems patching timeframes to your customers upon request?			
	Antivirus / Malicious Software	IS.44	Do you deploy multi anti-malware engines in your infrastructure?			
		IS.45	Do you ensure that security threat detection systems which use signatures, lists, or behavioural patterns are updated across all infrastructure components			

			within industry accepted timeframes?			
	Incident Management	IS.46	*Do you have a documented security incident response plan?	Mandatory		
		IS.47	Do you integrate customized customer requirements into your security incident response plans?			
		IS.48	Do you have a CERT function (Computer Emergency Response Team)?			
		IS.49	Do you publish a roles and responsibilities document specifying what you vs. your customers are responsible for during security incidents?			
	Incident Reporting	IS.50	Does your security information and event management (SIEM) system merge data sources (app logs, firewall logs, IDS logs, physical access logs, etc.) for granular analysis and alerting?			
		IS.51	Does your logging and monitoring framework allow isolation of an incident to specific customers?			
		IS.52	*Does your incident response plan comply with industry standards for legally admissible chain-of-custody management processes & controls?	Mandatory		
	Incident Response Legal Preparation	IS.53	*Does your incident response capability include the use of legally admissible forensic data collection and analysis techniques?	Mandatory		
		IS.54	*Are you capable of supporting litigation holds (freeze of data from a specific point in time) for a specific customer without freezing other customer data?	Mandatory		

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		IS.55	Do you enforce and attest to customer data separation when producing data in response to legal subpoenas?			
	Incident Response Metrics	IS.56	Do you monitor and quantify the types, volumes, and impacts on all information security incidents?			
		IS.57	Will you share statistical information security incident data with your customers upon request?			
	Acceptable Use	IS.58	Do you provide documentation regarding how you may utilize or access customer data and/or metadata?			
		IS.59	Do you collect or create metadata about customer data usage through the use of inspection technologies (search engines, etc.)?			
		IS.60	Do you allow customers to opt- out of having their data/metadata accessed via inspection technologies?			
INFORMATION SECURITY	Asset Returns	IS.61	*Are systems in place to monitor for privacy breaches and notify customers expeditiously if a privacy event may have impacted their data?	Mandatory		
		IS.62	*Is your Privacy Policy aligned with industry standards and Indian Law	Mandatory		
	e- Commerce Transactions	IS.63	Do you provide standard encryption methodologies (3DES, AES, etc.) to customers in order for them to protect their data if it is			
			required to traverse public networks? (ex. the Internet)			
		IS.64	*Do you utilize standard encryption methodologies any time your infrastructure components need to communicate to each other over public networks (ex. Internetbased replication of	Mandatory		

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		data from one environment to another)?			
Audit Tools Access	IS.65	Do you restrict, log, and monitor access to your information security management systems? (Ex. Hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)			
Diagnostic / Configuration Ports Access	IS.66	*Do you ensure hardening of admin workstations and Role Based Access Control to enforce the 'least privilege' principle	Mandatory		
Network / Infrastructure Services	IS.67	Do you collect capacity and utilization data for all relevant components of your cloud service offering?			
	IS.68	Do you provide customers with capacity planning and utilization reports?			
Portable / Mobile Devices	IS.69	*Do you allow mobile devices in your facility for administration purposes (e.g., tablets,)?	Mandatory		
Source Code Access Restriction	IS.70	*Are controls in place to prevent unauthorized access to your application, program or object source code, and assure it is restricted to authorized personnel only?	Mandatory		
	IS.71	*Are controls in place to prevent unauthorized access to customer application, program or object source code, and assure it is restricted to authorized personnel only?	Mandatory		
ESV Programs Access	IS.72	*Are utilities that can significantly manage virtualized partitions (ex. shutdown, clone, etc.) appropriately restricted and monitored?	Mandatory		

		IS.73	Do you have a capability to detect attacks which target the virtual infrastructure directly (ex. shimming, Blue Pill, Hyper jumping, etc.)?			
		IS.74	*Are attacks which target the virtual infrastructure prevented with technical controls?	Mandatory		
LEGAL	Nondisclosure Agreements	LG.01	*Are requirements for non-disclosure or confidentiality agreements reflecting the organization's needs for the protection of data and operational details identified, documented and reviewed at planned intervals?	Mandatory		
	Third Party Agreements	LG.02	*Can you provide a list of current 3rd party organization that will have access to the customer's (My) data?	Mandatory		