

e-RFQ Ref. No.JKB/CHQ/ISD/Fortinet-Security/2026-1696
Dated: 01-04-2026



**Online Request for Quote (e-RFQ)
For
Procurement of Fortinet Security Device Subscription &
Support Licenses
&
Upgrade / Migration of Fortinet Firewalls.**

e-RFQ Ref. No.JKB/CHQ/ISD/Fortinet-Security/2026-1696
Dated: 01-04-2026

Issued by

J&K Bank

Information Security Department ,
2nd Floor Annex Building, Srinagar
Phone No -01942713301
email id - info.security@jkbmail.com

SCHEDULE OF RFQ

RFQ Reference Number	JKB/CHQ/ISD/Fortinet-Security/2026-1696 Dated: 01-04-2026
Department Name	Information & Cyber Security Department, Corporate Headquarters, M.A. Road Srinagar 190001 J&K
Scope of Work	Procurement of Fortinet Security Device Subscription & Support Licenses & Upgrade / Migration of Fortinet Firewalls.
Contact details of issuing Department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFQ)	J&K Bank Information Security Department, Corporate Headquarters, M.A. Road, Srinagar 190 001 LL. No.: 0194-2713535 e-mail: info.security@jkbmail.com
Tender Type	Open
Bid Document Availability including changes/amendments, if any to be issued	NIT can be downloaded from and submitted on Bank's e-Tendering Services Provider's Portal https://jkbank.abcprocure.com from April 02, 2026 16.00 Hrs. to April 23, 2026 17.00 Hrs.
Last Date for Pre-Bid Queries & submission Mode	All Clarifications / Queries shall be raised online only through e-Tendering Portal https://jkbank.abcprocure.com by or before April 09, 2026 17.00 Hrs
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on April 16, 2026
Last Date of Submission of RFQ Bid	April 23, 2026 17.00 Hrs.
Submission of online Technical Bid & Commercial BID	As prescribed in Bank's online tender portal https://jkbank.abcprocure.com

<p>Tender Processing Fee (Non-Refundable)</p>	<p>Rs. 10,000/- (Rupees Ten Thousand Only) to be deposited through Transfer / NEFT only to below a/c : Account Name: Tender Fee/ Cost Account 16-digit Account No : 9931530300000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 UTR Number / Tran No. & Date may be uploaded as proof on e-</p>
<p>Earnest Money Deposit (EMD) (Refundable)</p>	<p>₹ 25,00,000/- (INR Twenty-Five Lacs only) to be deposited through Transfer / NEFT only to below A/c: Account Name: Earnest Money Deposit (EMD) 16-digit Account No : 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 UTR Number & Date / Tran No. & Date may be uploaded on e-Tendering Portal as Proof of the EMD EMD Can be in the Form of Bank Guarantee (BG) favoring J&K Bank Assistant General Manager, Information Security Department</p>
<p>Eligibility & Technical Criteria</p>	<p>As per Tender Document</p>
<p>CORRIGENDUM</p>	<p>All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com</p>

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

DISCLAIMER

The information contained in this RFQ 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 RFQ document and all other terms and conditions subject to which such information is provided. This RFQ 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 RFQ 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 RFQ 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 RFQ and wherever necessary obtain independent advices/clarifications. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFQ. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ. 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 RFQ 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 RFQ. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFQ. Failure to furnish all information required under this RFQ or to submit a Bid not substantially responsive to this RFQ in all respect will be at the Bidder’s risk and may result in rejection of the Bid.

The issue of this RFQ 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 RFQ.

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INTRODUCTION

Brief about Bank

The Jammu and Kashmir Bank Limited(J&K Bank / Bank) having its Corporate Headquarters at M.A Road Srinagar, J&K -190001 has its presence throughout the country with 1000+ Branches and more than 1400 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. The Bank has its Data Centre in Noida and DR site in Mumbai. It is also the only private sector Bank designated as RBI's agent for banking business, and carries out the banking business of the Central Government, besides collecting central taxes for CBDT. The Bank, incorporated in 1938, is listed on the NSE and the BSE. Further details of Bank including profile, products and services are available on Bank's website at <https://jkb.bank.in/>

Purpose of RFQ

The Bank's enterprise security architecture is based on a layered defense model wherein more than one OEM security platforms operate in a complementary and segmented manner to provide defense in depth across multiple segments including but not limited to Perimeter, Partner, Core, Wan Edge, Outbound Internet layers besides other segments.

The present proposal pertains to renewal of subscription services and replacement of specific hardware units of one OEM layer that are approaching end of support (EoS).

Bank has been using FortiGate Firewalls and intends to engage a capable bidder for Procurement of Fortinet Security Device Subscription & Support Licenses & Upgrade / Migration of few Fortinet Firewalls from authorized partners of OEM i.e. M/S Fortinet for a period of three years.

The scope of work is described in detail in - "Scope of Work" of this RFQ document. Bank seeks comprehensive quotes from "bidders" who have the capabilities to meet Bank's requirements and have a serious interest in supply and support services of the same.

This RFQ provides information on Bank and the requested scope of work, and instructions for the preparation and submission of the RFQ Response by the bidder to perform the scope of work. Bidders who are interested in participating in the RFQ must fulfil the eligibility criteria mentioned in the document. Bidder must agree to all our terms & conditions mentioned under this RFQ.

Eligibility Criteria

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

The bidders meeting the General Eligibility Criteria as per Annexure D will be considered for Commercial evaluation. Any credential/supporting detail mentioned in "Annexure D - Compliance to Eligibility Criteria" and not accompanied by relevant proof documents will not be considered for evaluation. There is no restriction on the number of credentials a Bidder can provide.

Scope of Work

Supply of Security Subscription Licenses with OEM and SI Support for 3 Years:-

Bank is issuing this Request for Quote (“RFQ”) for Procurement of Fortinet Security Device Subscription & Support Licenses & Upgrade / Migration of few Fortinet Firewalls from authorized partners of OEM i.e. M/S Fortinet for a period of Three years with scope of work as enumerated hereunder:-

1. The scope of the work is to supply Fortinet Security Device Subscription along with OEM and System Integrator Support for the Firewalls Tabulated under Bill of Material & Support.
2. The bidder shall be responsible to ensure enablement of the subscription Services, 24X7X365 OEM Support and shall ensure its field support is available for the said setup 24X7X265.
3. The bidder will provide support and maintenance of the Firewall during the support period of Three years with back to back arrangements with the respective OEMs.
4. The bidder has to ensure support as and when required for resolving all Fortinet Security Device related issues during the contract period (3 Years from date of enablement of subscription services and support).
5. The products support period will commence after installation, configuration and sign-off of the project.
6. The bidder shall ensure Support & Subscription services from the OEM with unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 supports for all Severity Level issues.
7. The Three years support also includes all software subscriptions (critical hot fixes, service packs, and all upgrades/updates) of all components supplied as part of solution.
8. The bidder to submit detailed RCA (Root Cause Analysis) for hardware & software related issues/failures. For any fault/downtime a detailed RCA signed by the concerned L2/L3 engineer should be submitted within 48 hours of fault occurrence.
9. During the contract period the bidder should periodically check the firmware / operating system running on the Fortinet security devices and upgrade the same to latest version as released by OEM within 07 days from the date of release.
10. The bidder shall ensure to conduct the security health check of the setup in coordination with OEM and shall finetune the parameters and security policies as highlighted in the health check or as pointed out by the Bank Team, authorized auditor of Bank or regulator

etc.

11. All future software upgrades and updates during the contract period must be provided free of cost, without affecting the performance of the solution.
12. The successful bidder must provide ongoing support throughout the contract period. If necessary, the bidder must deploy onsite engineers during issues, upgrades, or updates at no additional cost.
13. All patches, including critical and non-critical updates, as well as security bug fixes and updates required by OEM advisories or regulatory directives, must be provided by the bidder at no additional cost throughout the contract period.
14. The successful bidder would ensure that it understands the design and placement of the security devices within Bank’s architecture and shall designate a Level-3 or above Technical SPOC for handling the calls related to this setup.

Bill of Material For supply of Security Subscription Licenses with OEM and SI Support for 3 Years

SNO.	MODEL	EXISTING LICENSES	QUANTITY
1	FortiGate 200F	Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services.	4 (Four)
2	FortiWeb-1000E	Forticare Premium Support with Firmware & General Updates, Support Contract, Security Service, Antivirus IP Reputation, GEO DB, Fuzzy Web Shell DB and Advanced Hardware Support	4 (Four)
3	Forti Sandbox 2000E	FortiCare Premium Support with Firmware & General Updates Service (Antivirus, Web filtering and industrial Security Services) & Advanced Hardware Support	1 (One)

4	FortiGate 80F	Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services.	1 (One)
5	FortiGate 200E	Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services.	2 (Two)
6	FortiGate 1800F	Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services.	4 (Four)
7	FortiAnalyzer-1000F	FortiCare Premium Support with Firmware & General Updates Service (Antivirus, Web filtering and industrial Security Services) & Advanced Hardware Support	2 (Two)
8	Forti Authenticator	FortiCare Premium Support (1 - 500 USERS) with Firmware & General Updates and Enhanced Support.	2 (Two)

Procurement of Fortinet Firewalls with 3 year subscription License and Support.

BILL OF MATERIAL:-

SNO.	MODEL	PROPOSED LICENSING MODEL	QUANTITY
1	FORTIGATE 200G	(Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services) or Higher	7 (Seven)

1. The scope of the work is to supply Fortinet security bundle mentioned above along with OEM and System Integrator Support for 3 years.
2. The bidder shall Install the supplied hardware in accordance with the existing architecture, migrate the policies from existing firewall units (FG300E Firewalls) and ensure seamless transition from FG300E based Setups to New Equipment.
3. The bidder shall ensure to integrate the new setups with Forti-Authenticator, Forti-Sandbox, Forti-Analyzer, Qradar SIEM, PA SOAR and Other solutions of the Bank as already

in place for existing FG300E Firewalls.

4. The bidder shall be responsible to ensure enablement of the subscription Services, 24X7X365 OEM Support and shall ensure its field support is available for the said setup 24X7X265.
5. The bidder will provide support and maintenance of the Firewall during the support period of Three years with back-to-back arrangements with the respective OEMs.
6. The bidder has to ensure support as and when required for resolving all Fortinet Security Device related issues during the contract period (3 Years from date of enablement of subscription services and support).
7. The products support period will commence after installation, configuration and sign-off of the project.
8. The bidder shall ensure Support & Subscription services from the OEM with unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 supports for all Severity Level issues.
9. The Three years support also includes all software subscriptions (critical hot fixes, service packs, and all upgrades/updates) of all components supplied as part of solution.
10. The bidder to submit detailed RCA (Root Cause Analysis) for hardware & software related issues/failures. For any fault/downtime a detailed RCA signed by the concerned L2/L3 engineer should be submitted within 48 hours of fault occurrence.
11. During the contract period the bidder should periodically check the firmware / operating system running on the Fortinet security devices and upgrade the same to latest version as released by OEM within 07 days from the date of release.
12. All future software upgrades and updates during the contract period must be provided free of cost, without affecting the performance of the solution.
13. The successful bidder must provide ongoing support throughout the contract period. If necessary, the bidder must deploy onsite engineers during issues, upgrades, or updates at no additional cost.
14. All patches, including critical and non-critical updates, as well as security bug fixes and updates required by OEM advisories or regulatory directives, must be provided by the bidder at no additional cost throughout the contract period.
15. The successful bidder would ensure that it understands the design and placement of the security devices within Bank's architecture and shall designate a Level-3 or above Technical SPOC for handling the calls related to this setup.
16. The bidder shall ensure to conduct the security health check of the setup in coordination

with OEM and shall finetune the parameters and security policies as highlighted in the health check or as pointed out by the Bank Team, authorized auditor of Bank or regulator etc.

1. The successful bidder will also be responsible for:

A. Implementation and Configuration:

- Install, configure, and maintain the solution in line with the Bank's requirements.
- Ensure seamless integration with the existing infrastructure, following best industry practices.
- Customize the solution to align with the Bank's processes, workflows, and user preferences.
- To ensure smooth handovers and continuous improvement in system management.
- Provide operational support on case to case basis which would include configuration, optimization, troubleshooting, policy and profile review and finetuning etc.

Eligibility / Technical Requirements

Bid is open to all Bidders who meet the eligibility criteria as given in Annexure- D of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in Annexure D of this RFQ document.

Location of Work

1. Datacenter Noida

Jammu & Kashmir Bank Ltd.
Facility Management, Noida
J&K Bank, 5th & 8th Floor, SIFY Greenfort
Data Centre, Plot No: B-7, Opposite
Jaypee Hospital, Sector 132, Noida, U.P. India 201301

2. DR Mumbai

CtrlS Datacenters Limited.
Plot No. GEN 72/1/A, TTC Industrial Area,
South Central Road, MIDC Industrial Area,
Mahape, Navi Mumbai, Maharashtra 400710

3. Offices of J&K Bank.

Invitation for Tender Offer

J&K Bank invites tenders for Commercial bid (online) from suitable bidders. In this RFQ, the term “bidder / prospective bidder” refers to the bidder delivering products / services mentioned in this RFQ.

The prospective bidders are advised to note the following:

The interested bidders are required to submit the Non-refundable Application Fees of ₹10,000 by way of NEFT, details of which are mentioned in Section C - RFQ Fees

1. Representatives of bidders who attend the online pre-bid meeting are required to produce an authorization document from the company and an identity card for attending the meeting.
2. Bidders are required to submit Bank guarantee drawn in favor of “J&K BANK LTD” payable at Srinagar, towards Earnest money Deposit (EMD) for ₹ 25,00,000/- (**Rupees Twenty Five Lakh only**). The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank acceptable to the Bank. Offers made without EMD will be rejected.
3. Technical Specifications, Price Bid, Terms and Conditions and various formats for submitting the tender offer are described in the tender document and Annexures.

Project Delivery Milestones

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

S.No.	Milestones	Weeks from date of issue of P.O
1.	Delivery, Installation and Activation of Licenses with 3 Year subscription bundle mentioned in the Bill of Material.	3 weeks from date of issue of P.O.
2.	Delivery of the Firewall Security bundles (7 Nos) with 3 Year subscription bundle mentioned in the Bill of Material.	8 weeks from date of issue of P.O.
3	Migration of Firewall Setups and integration with Banks Security Fabric.	12 Weeks from date of issue of P.O

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

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.

B-EVALUATION PROCESS

The endeavor of the evaluation process is to fit the best Solutions as per the Banks requirement at the best possible price. The evaluation shall be done by the Banks internal committees formed for this purpose. Through this RFQ, Bank aims to select a bidder/ application provider who would undertake the J&K Bank maintenance of the required solution. The bidder shall be entrusted with end to end responsibility for the execution of the project under the scope of this RFQ.

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

Stage A. Evaluation of Eligibility

Stage B. Commercial Evaluation

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

Stage A-Evaluation of Eligibility

The Bidders of this RFQ 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 RFQ process.

Bank may seek clarifications from the any or each bidder as a part of evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the bidder.

Stage B-Evaluation of Commercial Bid

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

Only those Bidders who are eligible in stage-A will be short- listed for commercial evaluation. Commercial Evaluation will be on L1 basis. **The bank at its own discretion may undertake reverse auction.**

C-RFQ SUBMISSION

E-TENDERING Process

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

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

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

Service provider:

M/s. e-Procurement Technologies Limited
B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College,
Ahmedabad- 380006, Gujarat

Help Desk:

Call/ Write us for Tender Submission

Sandhya Vekariya – 6352631968

Suraj Gupta – 6352632310

Ijlalaehmad Pathan – 6352631902

Imran Sodagar – 9328931942

Call/write us for e-Auction Related Queries

Cell Number: 9510813194 | 9510813415 | 9904407997

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

No consideration will be given to e-Bids received after the date and time stipulated and no extension of time will normally be permitted for submission of e-Bids. Bank reserves the right to accept in part or in full or extend or reject.

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

RFQ Fees

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

Bank Details for RFQ 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 10,000/=

Earnest Money Deposit

Prospective bidders are required to submit Bank Guarantee drawn in favor of “Jammu and Kashmir Bank Ltd” payable at Srinagar, towards earnest money deposit (EMD) of INR 25,00,000 (Rupees Twenty Five Lakh only).The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank acceptable to the Bank. The Bank will not pay any interest on the EMD. The bidder can also submit the EMD through NEFT as per the following details:

Bank Details for Earnest Money Deposit	
Account Number	9931070690000001
Account Name	Earnest Money Deposit (EMD)
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR 25,00,000/=

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

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

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

The EMD made by the bidder will be forfeited if:

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

The EMD will be refunded to:

- a. The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) for 5% of the total project cost for 18 Months including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the PO issued from the Bank.
- b. The Unsuccessful Bidder, only after acceptance of the PO by the selected bidder.

Performance Bank Guarantee (PBG)

The successful bidder will furnish an unconditional performance bank guarantee for 5% of the total project cost for 18 Months including claim period of 6 (six) months. The format of the PBG is given as per Annexure G. The PBG shall be submitted within 15 days from the date of issuance of Purchase order by the Bank. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Successful Bidder. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Bank on the printed letterhead of the issuing Bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFQ, the Bank may invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

Tender Process

- i. Two-stage bidding process will be followed. The response to the tender should be submitted in two parts: Eligibility and Commercial Bid through online e-tendering portal with a tender document fee mentioned at Clause 2 of the RFQ.
- ii. On the basis of submitted commercial offers, bank will enter in to contract with the **L1 bidder (in normal cases)**. AMC rates fixed at the time of contract will be non-negotiable for the contract period and no revision will be permitted. This includes changes in taxes or similar government decisions.

- iii. This contract will be awarded for a period of three (3) years from the date of issuance of PO. It may be further renewed if both parties wish to continue on the same terms of service.
- iv. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided by the vendor is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the vendor. Bank's decision in this regard will be final.
- v. **In normal course L1 vendor will get 100% of the work order.** However the Bank reserves the right to distribute the work among the shortlisted firms if required, keeping in view their performance, relative strengths and operational convenience. Therefore, the lowest tendering firm shall not have sole claim over the entire order. The L1-rate Vendor will get at least 60% of the work contract and the remaining work orders will be may be given to L2 and/or L3 rate vendor, provided they accept the L1 Rates. Vendors of L4 rate and beyond will not be considered. Bank's decision in this regard will be final.
- vi. If any of the shortlisted Vendors are unable to fulfil the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other participating vendors after giving 15-days" notice to the defaulting Vendor. Also during the period of the contract due to unsatisfactory service to our branches/offices, Bank will have the right to cancel the contract and award the contract to other participating vendors.

Bidding Process

- i. The bids in response to this RFQ must be submitted in two parts:
 - i. Confirmation of Eligibility Criteria and
 - ii. Commercial Bid (CB).
- ii. The Bidders who qualify the Eligibility Criteria will be qualified for commercial bid evaluation. The successful Bidder will be determined based on the Lowest Commercial Quote (L1) after reverse auction as per the stated Commercial Evaluation process.
- iii. The mode of submission of Confirmation of Eligibility Criteria and Commercial Bid (CB) shall be online.
- iv. Bidders are permitted to submit only one Commercial Bid. More than one Commercial Bid should not be submitted.
- v. Receipt of the bids shall be closed as mentioned in the bid schedule. Bid received after the scheduled closing time will not be accepted by the Bank under any circumstances.

- vi. Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount / Bank Guarantee in lieu of the same should accompany the eligibility criteria documents.
- vii. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder's company.
- viii. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.
- ix. No rows or columns of the tender should be left blank. Offers with insufficient information are liable to rejection.
- x. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections

Deadline for Submission of Bids:

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

Bid Validity Period

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

Bid Integrity

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

Cost of Bid Document

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

Contents of Bid Document

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

Modification and Withdrawal of Bids

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

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

Payment Terms

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

S.No.	Milestones	Qty	Payment (Incl. Of applicable taxes)
1	Installation and activation of FortiGate Security Device Licenses for first year as per scope.	20	100% of license cost in advance for First Year post activation against 5% PBG of the total project cost
2	License payments shall be made yearly post activation for year 2 & 3.		100% of license cost in advance for Second & third Year post activation (Yearly Basis in Advance)
3	Supply and installation of 7 Firewalls along with first year subscription after signing the UAT.	7	100% cost post supply of hardware, installation of firewalls and activation of licenses for first year against 5% PBG of the total project cost
4	License payments shall be made yearly post activation for year 2 & 3.		100% of license cost in advance for Second & third Year post activation (Yearly Basis in Advance)

All Payments will be done post confirmation from the Bank Teams.

The PBG of 5% of the total project cost will be submitted once against all the payments to be made.

D-GENERAL TERMS & CONDITIONS

Standard of Performance

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

Indemnity

- a) The Company shall indemnify and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees), relating to or resulting directly or indirectly from:-
 - i. Intellectual Property infringement or misappropriation of any third party trade secrets

or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project,

- ii. Claims made by the employees who are deployed by the Company,
- iii. Breach of confidentiality obligations by the Company,
- iv. Negligence (including but not limited to any acts or omissions of the Company, its officers, principals or employees) or misconduct attributable to the Company or any of the employees deployed for the purpose of any or all of the its obligations,
- v. Any loss or damage arising out of loss of data;
- vi. Bonafide use of deliverables and or services provided by the company;
- vii. Non-compliance by the Company with applicable Laws/Governmental/Regulatory Requirements.

Provided however,

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

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

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

Cancellation of Contract and Compensation

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

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

accordance with the agreed terms and conditions.

Liquidated Damages

If bidder fails to perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% of the total project cost for delay of each week or part thereof maximum up to 10% of contract price. Once the maximum is reached, Bank may consider termination of Contract pursuant to the conditions of contract.

Fixed Price

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

Right to Audit

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

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

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

Force Majeure

- i. The Selected Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- ii. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods,

epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within 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 contractor shall hold consultations in an endeavor to find a solution to the problem.
- v. Notwithstanding above, the decision of the Bank shall be final and binding on the successful bidder regarding termination of contract or otherwise.

Publicity

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

Amendments

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

Assignment

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

Severability

If any provision of this agreement or any document, if any, delivered in connection with this agreement is partially or completely invalid or unenforceable in any jurisdiction, then that provision shall be ineffective in that jurisdiction to the extent of its invalidity or unenforceability. However, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be

construed and enforced as if such invalid or unenforceable provision was/were omitted, nor shall the invalidity or unenforceability of that provision in one jurisdiction affect its validity or enforceability in any other jurisdiction. The invalid or unenforceable provision will be replaced in writing by a mutually acceptable provision, which being valid and enforceable comes closest to the intention of the Parties underlying the invalid or unenforceable provision.

Applicable law and jurisdictions of court

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

Resolution of Disputes and Arbitration clause

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

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

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

The Successful Bidder shall have to execute service level agreement for deliverables and successful execution of the projects to meet Banks requirement to its satisfaction. The Bank would stipulate strict penalty clauses for nonperformance or any failure in the

implementation/efficient performance of the project. The Bidder should execute the Agreement within 15 days from the date of acceptance of Work Order. The date of agreement shall be treated as date of engagement and the time-line for completion of the assignment shall be worked out in reference to this date. The Bidder hereby acknowledges and undertakes that terms and conditions of this RFQ may be varied by the Bank in its absolute and sole discretion. The SLA/NDA to be executed with the successful bidder shall accordingly be executed in accordance with such varied terms.

‘NO CLAIM’ Certificate

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

Cost and Currency

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

- a) Cost of the services as specified in Detailed Statement of Work
- b) Minimum of 1 year Certification Support as mentioned in Statement of Work. This period will start from the date of first Certification.
- c) Taxes as applicable shall be borne by the Bank.

No Agency

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

Project Risk Management

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

Information Security

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

- b. The Bidder's personnel shall follow J&K Bank's information security policy and instructions in this regard.
- c. The Bidder acknowledges that J&K Bank's business data and other proprietary information or materials, whether developed by J&K Bank or being used by J&K Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to J&K Bank; and the Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of J&K Bank depends, among other things, upon the Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage J&K Bank. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though the Bidder does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract/Agreement. Bidder shall use such information only for the purpose of performing the Service(s) under the Contract/Agreement.
- d. Bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by J&K Bank, whichever is earliest, return any and all information provided to Bidder by J&K Bank, including any copies or reproductions, both hardcopy and electronic.
- e. That the Company and each of its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Company's and its subsidiaries' businesses. Without limiting the foregoing, the Company and its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Company's and its subsidiaries' businesses.
- f. The Bidder shall certify that to the knowledge of the Bidder, there has been no security breach or other compromise of or relating to any information technology and computer systems, networks, hardware, software, data, or equipment owned by the Bidder or its

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

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

Companies facilities to confirm compliance with such security requirements.

- o. That Bidder shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the Client Data, and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are no less rigorous than those maintained by Bidder for its own information or the information of its customers of a similar nature.
- p. That the Bidder shall perform, at its own expense, a security audit no less frequently than annually. This audit shall test the compliance with the agreed-upon security standards and procedures. If the audit shows any matter that may adversely affect Bank, Bidder shall disclose such matter to Bank and provide a detailed plan to remedy such matter. If the audit does not show any matter that may adversely affect Bank, Service Provider shall provide the audit or a reasonable summary thereof to Bank. Any such summary may be limited to the extent necessary to avoid a breach of Bidder's security by virtue of providing such summary.
- q. That Bank may use a third party or its own internal staff for an independent audit or to monitor the Bidder's audit. If Bank chooses to conduct its own security audit, such audit shall be at its own expense. Bidder shall promptly correct any deficiency found in a security audit.
- r. That after providing 30 days prior notice to Bidder, Bank shall have the right to conduct a security audit during normal business hours to ensure compliance with the foregoing security provisions no more frequently than once per year. Notwithstanding the foregoing, if Bank has a good faith belief that there may have been a material breach of the agreed security protections, Bank shall meet with Bidder to discuss the perceived breach and attempt to resolve the matter as soon as reasonably possible. If the matter cannot be resolved within a thirty (30) day period, the parties may initiate an audit to be conducted and completed within thirty (30) days thereafter. A report of the audit findings shall be issued within such thirty (30) day period, or as soon thereafter as is practicable. Such audit shall be conducted by Bidder's auditors, or the successors to their role in the event of a corporate reorganization, at Bidder's cost.

Survival

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

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

No Set-Off, Counter-Claim and Cross Claims

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

Statutory Requirements

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

Bidder Utilization of Know-how

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

Corrupt and Fraudulent practice.

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

has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Solicitation of Employees

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

Proposal Process Management

The Bank reserves the right to accept or reject any/all proposal/ to revise the RFQ, 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 RFQ. Additionally, the Bank reserves the right to alter the requirements, in part or whole, during the RFQ process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFQ, subsequent presentation and contract negotiation processes.

Confidentiality Provision

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

Sub-Contracting

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

Reverse Auction

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

Award Notification

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

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

Suspension of Work

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

Annexure A: Confirmation of Terms and Conditions

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

Dear Sir,

Sub: RFQ No Procurement of Fortinet Security Device
Subscription & Support Licenses & Upgrade / Migration of Fortinet Firewalls.
..... date

Further to our proposal dated, in response to the Procurement of Fortinet Security Device Licenses & Procurement of Fortinet Firewalls & support services of..... (hereinafter referred to as "RFQ") issued by The Jammu & Kashmir Bank (J&K BANK) we hereby covenant, warrant and confirm as follows:

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

Place:

Date: Seal and signature of the bidder

Annexure B: Tender Offer Cover Letter

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

Dear Sir,

Sub: RFQ No Procurement of Fortinet Security Device Subscription & Support Licenses & Upgrade / Migration of Fortinet Firewalls. date

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

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

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

We understand that the RFQ 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 RFQ including the conditions applicable to reverse auction proposed to be followed by the Bank.

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

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

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

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

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

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

Place:

Date:

Seal and signature of the bidder

Annexure C: Details of Bidder

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

S. No.	PARTICULARS	DETAILS
1	Name of the Company	
2	Postal Address	
3	Telephone / Mobile / Fax Numbers	
4	Constitution of Company	
5	Name & Designation of the Person Authorized to make commitments to the Bank	

6	Email Address	
7	Year of Commencement of Business	
8	Income Tax PAN No	
9	Service Tax / GST Registration No	
10	Whether OEM or System Integrator	
11	Name & Address of OEM/s.	
12	Brief Description of after sales services facilities available with the Bidder	
13	Web Site address of the Company	

Date:

Seal and signature of the bidder

Annexure D: Compliance to Eligibility Criteria

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

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

The bidder must meet the following criteria to become eligible for bidding and provide declaration in the form as:

**Chief Information Security Officer (CISO),
 Integrated Risk Management Department.
 Corporate Headquarters
 The Jammu & Kashmir Bank M.A. Road, Srinagar,
 190 001 J&K.**

Sub: RFQ No Procurement of Fortinet Security Device Subscription & Support Licenses & Upgrade / Migration of Fortinet Firewalls.
 date

Ref:
 We have carefully gone through the contents of the above referred RFQ and Replies to Pre bid Queries and Amendments and furnish the following information relating to Eligibility Criteria.

S.No.	Financial and other Requirement to be met by the Bidder	Supporting Documents to be submitted	Bidder’s Compliance (Yes/No)	Supporting Reference/Remarks
1	The Bidder must be registered with Registrar of Companies / a Govt Organization/ PSU / PSE/ LLP or Private/ Public Limited Company in India	Copy of Certificate of Incorporation / Certificate of commencement of business		



2	The Bidder should have been in existence in India for the last three years as on 31.03.2025.	Copy of Certificate of Incorporation / Certificate of commencement of business		
3	The Bidder should have a minimum annual turnover of Rs. 100 Crores (Rupees One Hundred Crores Only) in each of the last three financial years viz. 2023-23 , 2023-2024 and 2024-25	Audited Financial statements for the financial years viz. 2022-23 , 2023-2024 and 2024-25 with CA Certificate for the said period		
4	The Bidder should have positive net worth in each of the last 3 financial Year's viz. 2022-23 , 2023-2024 and 2024-25. Net Worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) - (Accumulated balance of loss + Balance of deferred revenue expenditure + other intangible assets)	Audited financial statements for the financial years viz. 2022-23 , 2023-2024 and 2024-25 with CA Certificate for the said period. The CA certificate should be without any conditions.		
5	The Bidder should not have filed for Bankruptcy in any country.	Self-declaration confirming the Criteria.		
6	The Bidder should not have been blacklisted / barred by any Public Sector Bank, Government of India or any regulatory body in India at the time of bid submission.	Self-declaration confirming the criteria.		
7	Bidders shall be the Original Equipment Manufacturers (OEM) of Solution (OR) An authorized System Integrator for the solution	If the applicant is an OEM, an Undertaking Letter has to be submitted in this effect. If the bidder is an Authorized System Integrator, an Authorization letter from their OEM to deal/market their product in India and it should be valid at the time of submission of the Bid.		

8	The OEM or Bidder should have its own Service Centre/Office/ in India	Relevant Credential letters.		
9	The Bidder should provide proof of having supplied FortiGate Equipment and / or Licenses along with support in at least 3 BFSI Locations within India with one from any of the scheduled commercial Bank in India during the immediately preceding three years (2022-23, 2023-2024 and 2024-25)	The bidder shall provide the details of contract which are still valid. Work Orders & Reference Letters of Satisfactory performance from the Clients as per format provided must be submitted along with documentary proof.		
10	The Bidder should be in business of Development / Manufacturing / Selling and supporting Information Security products for the immediately preceding three years in India as on 31.12.2025	Bidder should provide the purchase order copy or reference letter from their customer for the same.		
11	The Bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder's capability to provide / continue the services to Bank.	Self-declaration confirming the criteria.		
12	The bidder must have at least three associate level Fortinet Certified Resources (NSE4), Two Intermediate level Fortinet Certified Resources (NSE5) and one Expert level Fortinet Certified Resources (NSE6) who will participate in deployment / support process.	Bidder to provide artefact of the same as part of bid submission.		

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

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

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.

Annexure E: Commercial Bid Format

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

The Commercial Bid shall be submitted in the following format:

Part: A (License and Support Service)

SNO.	MODE L	EXISTING LICENSES	QUANTITY	1 st Year Cost	2 nd Year Cost	3 rd Year Cost	Total Cost
1	FortiGate 200F	“Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services.” Or higher	4 (Four)				
2	FortiWeb-1000E	Forticare Premium Support with Firmware & General Updates, Support Contract, Security Service, Antivirus IP Reputation, GEO DB, Fuzzy Web Shell DB and Advanced Hardware Support	4 (Four)				

3	Forti Sandbo x 2000E	FortiCare Premium Support with Firmware & General Updates Service (Antivirus, Web filtering and industrial Security Services) & Advanced Hardware Support	1 (One)				
4	FortiGate 80F	Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services.	1 (One)				
5	FortiGate 200E	Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services.	2 (Two)				
6	FortiGate 1800F	Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services.	4 (Four)				
7	FortiAnalyzer-1000F	FortiCare Premium Support with Firmware & General Updates Service (Antivirus, Web filtering and industrial Security Services) & Advanced Hardware Support	2 (Two)				

8	Forti Authenticator	FortiCare Premium Support (1 - 500 USERS) with Firmware & General Updates and Enhanced Support.	2 (Two)				
TOTAL COST (20 Firewalls)							

Part: B (Procurement of Seven FortiGate Firewalls FG 200G Hardware along with License and Support Service)

S.No	Hardware Replacement & License Renewal	Qty	Bundle Cost per device	Total bundle Cost
1	FortiGate FG200G Bundle (Cost of Hardware and license) with Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services.” Or higher for 3 years.	7		
Total Cost				

Total Commercial:

SNO.	Part A	Part B	Total Cost
Total Cost			Part A + Part B

Payment Terms:



- a. The P.O. shall be governed by the terms of agreement (Master Sales and Services agreement) to be executed between J&K Bank & successful bidder within 45 days from date of Issuance of this PO.
- b. Until the signing of formal contract, the relation shall be governed by the terms of RFQ and all the terms as stipulated in RFQ shall apply.
- c. Prices mentioned above are exclusive of taxes and taxes shall be extra as and if applicable.
- d. The company shall submit PBG of 5% of the total project cost as a Performance Guarantee for the period of contract.
- e. Payments shall be released on delivery / implementation and followed up by activation of licenses subject to clause (d) and post confirmation from the Bank.
- f. The contract shall remain valid for a period of one year.
- g. Method of Consumption: To be billed post activation

Signature with Seal

Date:

Name:

Designation:

Annexure F: Bank Guarantee Format

Bank Guarantee No: _____
Dated: _____
Bank: _____

To
Chief Information Security Officer (CISO)
Information Security Department
Corporate Headquarters
The 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..... India (hereinafter referred to as “the BIDDER”) proposes to RFQ and offer in response to RFQ No., datedfor RFQ for selection of vendor for..... (Herein after called the “RFQ”) AND

WHEREAS, in terms of the conditions as stipulated in the RFQ, 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 RFQ in accordance with the RFQ 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 RFQ to you, We ,.....having Branch Office/Unit amongst others at....., India and registered office/Headquarter at.....have agreed to issue the BANK GUARANTEE.

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the BIDDER of any of the terms

and conditions contained in the RFQ 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 RFQ 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 RFQ. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the BIDDER has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the BIDDER after expiry of the relative guarantee period of the RFQ and after the BIDDER had discharged all his obligations under the RFQ and produced a certificate of due completion of work under the said RFQ and submitted a “ No Demand Certificate “ provided always that the guarantee shall in no event remain in force after the day ofwithout prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the BIDDER till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFQ or extend the time of performance of the RFQ 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 RFQ and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the BIDDER or any other forbearance, act or omission on your part of or any indulgence by you to the BIDDER or by any variation or modification of the RFQ 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 RFQ and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the BIDDER or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
14. The Bank Guarantee needs to be submitted in online form also via SFMS Application.



15. Notwithstanding anything contained herein above;

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

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

For and on behalf of BANK

Authorized Signatory

Seal

Address



Annexure G: Performance Bank Guarantee Format

To
Chief Information Security Officer (CISO)
Information Security Department
Corporate Headquarters
The 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 VENDOR has for taken up for..... in terms of the Purchase Order bearing No. Dated, hereinafter referred to as the CONTRACT. AND WHEREAS in terms of the Conditions stipulated in the said Contract, the VENDOR is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favor to secure due and satisfactory compliance of the obligations of the VENDOR in accordance with the Contract; THEREFORE, WE,, through our local office at Furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

1. We, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said vendor of any of the terms and conditions contained in the Contract or by reason of the vendor's failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding..... (Rupees Only).
2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the vendor in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the vendor shall have no claim against us for making such payment.
3. We further agree that, if demand, as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all your dues under or by virtue of the said contract



have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said vendor and accordingly discharge this guarantee. Provided, however, serving of a written claim / demand in terms hereof on us for payment under this guarantee on or before the stipulated period , time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.

- 4. We further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by us against the said VENDOR and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Vendor or for any forbearance, act or omission on our part or any indulgence by us to the said vendor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Vendor.
- 6. We further agree and undertake unconditionally without demur and protest to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
- 7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent. NOTWITHSTANDING anything contained herein above;
 - (i) Our liability under this Guarantee shall not exceed.....Rupees.....
.....only);
 - (ii) This Guarantee shall be valid up to; and claim period of this Bank Guarantee shall be year/s after expiry of the validity period i.e., up to.....; and
 - (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

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

For.....



BANK Authorized Signatory

Annexure H: Non-disclosure Agreement (NDA)

Mutual Non-disclosure Agreement

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

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

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

- i. was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party;
- ii. becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party;

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

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

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

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



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

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

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

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

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

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

12. Arbitration, Governing Law & Jurisdiction.

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

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





terms and conditions, the same shall be referred to a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and the venue of the arbitration shall be at Srinagar. The language of the arbitration proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.

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

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

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

COMPANY NAME

RECIPIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Company Seal

Company Seal



Annexure I: Undertaking

To
Chief Information Security Officer (CISO),
Information Security Department
Corporate Headquarters
The Jammu & Kashmir Bank M.A Road, Srinagar

Dear Sir,

Sub: RFQ No Procurement of Fortinet Security Device Subscription
& Support Licenses & Upgrade / Migration of Fortinet Firewalls
..... date

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide National Electronic Toll Collection solution to Bank as mentioned in RFQ document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

We understand that the RFQ 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 RFQ including the conditions applicable to reverse auction proposed to be followed by the Bank.

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

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India and the State of J&K including Prevention of Corruption Act 1988 and PREVENTION OF CORRUPTION ACT, 2006 SVT (1949 A.D.)

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

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

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

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



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

Place:

Seal and signature of the bidder



Annexure J: Service Level Agreement

This Service Level agreement (“Agreement”) is made at Srinagar (J&K) on thisday of2023 (“effective date”) between

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

and

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

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

Now therefore, this Agreement is witnessed as under:

Definitions of the terms

The Bank/J&K Bank:	Reference to the “the Bank”, “Bank” and “Purchaser” shall be determined in context and may mean without limitation “The Jammu & Kashmir Bank”.
Bidder/Vendor/Supplier:	An eligible entity/firm submitting a Proposal/Bid in response to this RFQ
Proposal/Bid:	The Bidder’s written reply or submission in response to this RFQ.
RFQ:	The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
The Contract:	The agreement entered into between the Bank and the Company, as recorded in this Contract Form signed by the

	parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
The Contract Price:	The price payable to the Company under the Contract for the full and proper performance of its contractual obligations.
The Product:	All of the software, all hardware, database, middleware, operating systems and/or other materials which the Company is required to supply to the Bank under the Contract.
System:	A Computer System consisting of all Hardware, Software, etc., which should work together to provide the services as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.
Specified Bank Location:	Banks Data Centre located at Noida and Banks Disaster Recovery Site Located at Mumbai.
PBG:	Performance Bank Guarantee.
Data Centre (DC):	Banks Data Centre located at Noida.
Disaster Recovery (DR):	Banks Disaster Recovery Site located at Mumbai.
Material Breach:	Company failure to perform a major part of this Agreement.
Charges:	Commercials as per Purchase Order.
Confidential Information:	It includes all types of Information that will be found on BANK systems that the Company may support or have access to including, but are not limited to, Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

Scope

Supply of Security Subscription Licenses with OEM and SI Support for 3 Years:-

Bank is issuing this Request for Quote (“RFQ”) for Procurement of Fortinet Security Device Subscription & Support Licenses & Upgrade / Migration of few Fortinet Firewalls from authorized partners of OEM i.e. M/S Fortinet for a period of Three years with scope of work as enumerated hereunder:-

1. The scope of the work is to supply Fortinet Security Device Subscription along with OEM and System Integrator Support for the Firewalls Tabulated under Bill of Material & Support.
2. The bidder shall be responsible to ensure enablement of the subscription Services, 24X7X365 OEM Support and shall ensure its field support is available for the said setup 24X7X265.
3. The bidder will provide support and maintenance of the Firewall during the support period of Three years with back to back arrangements with the respective OEMs.
4. The bidder has to ensure support as and when required for resolving all Fortinet Security Device related issues during the contract period (3 Years from date of enablement of subscription services and support).
5. The products support period will commence after installation, configuration and sign-off of the project.
6. The bidder shall ensure Support & Subscription services from the OEM with unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 supports for all Severity Level issues.
7. The Three years support also includes all software subscriptions (critical hot fixes, service packs, and all upgrades/updates) of all components supplied as part of solution.
8. The bidder to submit detailed RCA (Root Cause Analysis) for hardware & software related issues/failures. For any fault/downtime a detailed RCA signed by the concerned L2/L3 engineer should be submitted within 48 hours of fault occurrence.
9. During the contract period the bidder should periodically check the firmware / operating system running on the Fortinet security devices and upgrade the same to latest version as released by OEM within 07 days from the date of release.
10. The bidder shall ensure to conduct the security health check of the setup in coordination with OEM and shall finetune the parameters and security policies as highlighted in the health check or as pointed out by the Bank Team, authorized auditor of Bank or regulator etc.
11. All future software upgrades and updates during the contract period must be provided free

of cost, without affecting the performance of the solution.

12. The successful bidder must provide ongoing support throughout the contract period. If necessary, the bidder must deploy onsite engineers during issues, upgrades, or updates at no additional cost.
13. All patches, including critical and non-critical updates, as well as security bug fixes and updates required by OEM advisories or regulatory directives, must be provided by the bidder at no additional cost throughout the contract period.
14. The successful bidder would ensure that it understands the design and placement of the security devices within Bank’s architecture and shall designate a Level-3 or above Technical SPOC for handling the calls related to this setup.

Bill of Material For supply of Security Subscription Licenses with OEM and SI Support for 3 Years

SNO.	MODEL	EXISTING LICENSES	QUANTITY
1	FortiGate 200F	Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services.	4 (Four)
2	FortiWeb-1000E	Forticare Premium Support with Firmware & General Updates, Support Contract, Security Service, Antivirus IP Reputation, GEO DB, Fuzzy Web Shell DB and Advanced Hardware Support	4 (Four)
3	Forti Sandbox 2000E	FortiCare Premium Support with Firmware & General Updates Service (Antivirus, Web filtering and industrial Security Services) & Advanced Hardware Support	1 (One)
4	FortiGate 80F	Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services.	1 (One)
5	FortiGate 200E	Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services.	2 (Two)

6	FortiGate 1800F	Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services.	4 (Four)
7	FortiAnalyzer-1000F	FortiCare Premium Support with Firmware & General Updates Service (Antivirus, Web filtering and industrial Security Services) & Advanced Hardware Support	2 (Two)
8	Forti Authenticator	FortiCare Premium Support (1 - 500 USERS) with Firmware & General Updates and Enhanced Support.	2 (Two)

Procurement of Fortinet Firewalls with 3 year subscription License and Support.

BILL OF MATERIAL:-

SNO.	MODEL	PROPOSED LICENSING MODEL	QUANTITY
1	FORTIGATE 200G	(Unified Threat Protection License with advanced Hardware Support covering IPS, AMP, APP Control, URL Filtering, DNS & Video Filtering, AntiSpam Services) or Higher	7 (Seven)

1. The scope of the work is to supply Fortinet security bundle mentioned above along with OEM and System Integrator Support for 3 years.
2. The bidder shall Install the supplied hardware in accordance with the existing architecture, migrate the policies from existing firewall units (FG300E Firewalls) and ensure seamless transition from FG300E based Setups to New Equipment.
3. The bidder shall ensure to integrate the new setups with Forti-Authenticator, Forti-Sandbox, Forti-Analyzer, Qradar SIEM, PA SOAR and Other solutions of the Bank as already in place for existing FG300E Firewalls.
4. The bidder shall be responsible to ensure enablement of the subscription Services, 24X7X365 OEM Support and shall ensure its field support is available for the said setup 24X7X265.
5. The bidder will provide support and maintenance of the Firewall during the support period of Three years with back-to-back arrangements with the respective OEMs.
6. The bidder has to ensure support as and when required for resolving all Fortinet Security

Device related issues during the contract period (3 Years from date of enablement of subscription services and support).

7. The products support period will commence after installation, configuration and sign-off of the project.
8. The bidder shall ensure Support & Subscription services from the OEM with unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 supports for all Severity Level issues.
9. The Three years support also includes all software subscriptions (critical hot fixes, service packs, and all upgrades/updates) of all components supplied as part of solution.
10. The bidder to submit detailed RCA (Root Cause Analysis) for hardware & software related issues/failures. For any fault/downtime a detailed RCA signed by the concerned L2/L3 engineer should be submitted within 48 hours of fault occurrence.
11. During the contract period the bidder should periodically check the firmware / operating system running on the Fortinet security devices and upgrade the same to latest version as released by OEM within 07 days from the date of release.
12. All future software upgrades and updates during the contract period must be provided free of cost, without affecting the performance of the solution.
13. The successful bidder must provide ongoing support throughout the contract period. If necessary, the bidder must deploy onsite engineers during issues, upgrades, or updates at no additional cost.
14. All patches, including critical and non-critical updates, as well as security bug fixes and updates required by OEM advisories or regulatory directives, must be provided by the bidder at no additional cost throughout the contract period.
15. The successful bidder would ensure that it understands the design and placement of the security devices within Bank's architecture and shall designate a Level-3 or above Technical SPOC for handling the calls related to this setup.
16. The bidder shall ensure to conduct the security health check of the setup in coordination with OEM and shall finetune the parameters and security policies as highlighted in the health check or as pointed out by the Bank Team, authorized auditor of Bank or regulator etc.

2. The successful bidder will also be responsible for:

B. Implementation and Configuration:

- Install, configure, and maintain the solution in line with the Bank's requirements.

- Ensure seamless integration with the existing infrastructure, following best industry practices.
- Customize the solution to align with the Bank's processes, workflows, and user preferences.
- To ensure smooth handovers and continuous improvement in system management.
- Provide operational support on case to case basis which would include configuration, optimization, troubleshooting, policy and profile review and finetuning etc-

Delivery

Without prejudice to the rights of Bank to terminate this agreement/ the related purchase order, in case of the failure to deliver and deploy the license within the stipulated timelines, penalty shall be levied for every 01 day delay at the rate of 0.5% of the order value up to a maximum of 15 days from the original date committed by the Company. Failure to do so will be treated as a breach of contract.

The bank may in its sole discretion and without being bound to do so extend the date of delivery. In the event of the Bank agrees to extend the date of delivery at the request of the Company, it is a condition precedent that the validity of the Performance Bank Guarantee submitted by the Company in regard to the supply and maintenance etc. of the solution shall be extended by further period as required by the Bank before the expiry of the original Bank Guarantee. Failure to do so will be treated as breach of contract.

Term and Termination.

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

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

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

Payment Terms

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

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

S.No.	Milestones	Qty	Payment (Incl. Of applicable taxes)
1	Installation and activation of FortiGate Security Device Licenses for first year as per scope.	20	100% of license cost in advance for First Year post activation against 5% PBG of the total project cost
2	License payments shall be made yearly post activation for year 2 & 3.		100% of license cost in advance for Second & third Year post activation (Yearly Basis in Advance)
3	Supply and installation of 7 Firewalls along with first year subscription after signing the UAT.	7	100% cost post supply of hardware, installation of firewalls and activation of licenses for first year against 5% PBG of the total project cost
4	License payments shall be made yearly post activation for year 2 & 3.		100% of license cost in advance for Second & third Year post activation (Yearly Basis in Advance)

All Payments will be done post confirmation from the Bank Teams.

The PBG of 5% of the total project cost will be submitted once against all the payments to be made.

Assignment

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

Dispute Resolution

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

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

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

Entire Agreement, Amendments, Waivers.

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

Severability

If any or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Master Agreement, but this Master Agreement shall be construed as if such unenforceable provisions or

provisions had never been contained herein, provided that the removal of such offending term or provision does not materially alter the burdens or benefits of the parties under this Master Agreement or any Service Attachment.

Remedies Cumulative

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

Partnership / Collaboration / Subcontracting

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

Confidentiality

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

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

It is clarified that "Confidential Information" includes any and all information that is or has been received by the Company (Receiving Party) from the Bank (Disclosing Party) and that (a) relates to the Disclosing Party and (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the

disclosed information would be confidential (c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agent, representatives or consultants.

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

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

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

The restrictions mentioned hereinabove shall not apply to:-

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

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

The Company understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause BANK irreparable harm, may leave BANK with no

adequate remedy at law and as such the Bank is entitled to proper indemnification for the loss caused by the Company. Further the BANK is entitled to seek to injunctive relief besides other remedies available to it under law and this Agreement.

Termination of Contract

For Convenience:

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

For Insolvency:

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

For Non-performance:

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

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

Indemnity

- a. The Company shall indemnify and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees), relating to or resulting directly or indirectly from:-
 - i. Intellectual Property infringement or misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project,
 - ii. Claims made by the employees who are deployed by the Company,
 - iii. Breach of confidentiality obligations by the Company,

- iv. negligence (including but not limited to any acts or omissions of the Company, its officers, principals or employees) or misconduct attributable to the Company or any of the employees deployed for the purpose of any or all of the its obligations,
- v. Any loss or damage arising out of loss of data;
- vi. Bonafide use of deliverables and or services provided by the company;
- vii. Non-compliance by the Company with applicable Laws / Governmental /Regulatory Requirements. Provided however,
 - a) BANK notifies the Company in writing immediately on being aware of such claim,
 - b) The Company has sole control of its defense and all related settlement negotiations.

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

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

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

Right to Audit

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

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

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

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

Limitation of Liability

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

Relocation and Shifting

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

Force Majeure

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

Intellectual Property Rights

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

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

Corrupt and Fraudulent practice.

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



- iv. The Bank reserves the right to reject a proposal for award if it determines that the Company recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- v. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it becomes known that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Governing Laws and Dispute Resolution

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

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

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

Notices

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



e-mail (on receipt of a confirmation to the correct email)

Following shall be address of BANK for notice purpose:

Chief Information Security Officer (CISO)
Integrated Risk Management Department
Corporate Headquarters. 190001
The Jammu & Kashmir Bank MA Road, Srinagar

Following shall be address of Company for notice purpose:

Other Terms and Conditions

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



the parties.

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

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

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

Agreed and signed on behalf of
Company's Authorized Signatory

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

Witness (1):

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

Witness (2):

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

Agreed and signed on behalf of
J&K Bank Limited

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

Witness (1):

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

Witness (2):

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

