Online Request for Proposal (e-RFP)
For
Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution(INDAS) , Basel Capital Computation Solution and Model Risk Management

e-RFP Ref. No.: JKB/T&D/TPM/2026-1794

Dated:09-07-2026

Issued By
J&K Bank
Technology & Development,
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SCHEDULE OF RFP

e-RFP Reference No.	JKB/T&D/TPM/2026-1794 Dated:09-07-2026
Date of Issue of RFP	13-07-2026
RFP Description	Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution(INDAS) , Basel Capital Computation Solution and Model Risk Management
Issuer of the RFP-Department	Technology & Development Department
Bank's Communication Details	J&K Bank Technology & Development, 5th Floor, Corporate Headquarters, MA Road, Srinagar Mr. Aditya Suri Phone No :+91-9796209929 email id - aditya.suri@jkbmail.com
RFP Application Fee (Non - Refundable)	Rs 2,500/-(Rupees Two Thousand Five Hundred Only) to be credited through NEFT only vide below details: 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 may be uploaded on E-tendering portal
Earnest Money Deposit (EMD)(Refundable)	Rs.100,00,000/- (Rupees One Crore Only) to be deposited through transfer / NEFT to the following A/c with Bank

	details given as: Account Name: Earnest Money Deposit (EMD) 16-digit Account No: 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K – 190001
Performance Bank Guarantee	5% of total contract Value
Bid Document Availability including changes/amendments, if any to be issued	Document can be downloaded Bank's e-Tendering Service Portal https://jkbank.abcprocure.com/w.e.f July 13 2026, 16.00 Hrs. to August 03, 2026 17.00 Hrs.
Last date for pre-Bids queries & submission Mode	on-line through the prescribed e-Tendering portal https://jkbank.abcprocure.com July 20, 2026 17.00 Hrs.
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online on July 27, 2026 17.00 Hrs.
Last date and time for Bid	August 03, 2026 17.00 Hrs.
Submission of online Bids	As prescribed in Bank's online tender portal https://jkbank.abcprocure.com
Date and time of opening of technical bid	To be notified separately
Corrigendum	All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com only
For e-Tender related Queries	Service Provider: M/s. E-procurement Technologies Limited

	(Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat Help Desk:

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

DISCLAIMER

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

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

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

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

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

List of Abbreviations

AD	Active Directory
AI	Artificial Intelligence
AMC	Annual Maintenance Contract
AML	Anti-Money Laundering
API	Application Programming Interface
ALM	Asset Liability Management
CBS	Core Banking System
CCF	Credit Conversion factor
CVA	Credit Valuation Adjustment
DC	Data Centre
DR	Disaster Recovery Sites
EAD	Exposure at default
ECL	Expected Credit Loss
EIR	Effective Interest rate
ERP	Enterprise Resource Planning
EWS	Early warning System
FCNR	Foreign Currency Non-Resident
FCY	Foreign Currency
FX	Foreign Exchange
FVTPL	Fair Value through Profit and Loss
GL	General Ledger
HTTPS	Hyper text Transfer Protocol

ICAI	Institute of Chartered accounts of india
IRAC	Income Recognition and Asset Classification
IndAS	Indian Accounting Standards
IFRS	International Financial Reporting Standards
LGD	Loss Given Default
LOS	Loan Originating System
MDP	Multi-dimensional Profitability
POCI	Purchased or Originated Credit Impaired
RWA	Risk Weighted Assets
RCA	Root Cause Analysis
SICR	Significant Increase in Credit Risk
SPPI	Solely Payments of Principal and Interest
SMA	Special Mention Account
SMS	Short Message Service
SSO	Single Sign On
TLS	Transport Layer Security
TPM	Transfer Pricing Mechanism
UAT	User Acceptance Testing
UI	User Interface

CONTENTS

A-INTRODUCTION

1. Brief About Bank:

The Jammu and Kashmir Bank Limited (J&K Bank / Bank) having its Corporate Headquarters at M.A Road Srinagar, J&K -19001 has its presence throughout the country with 1000+ Branches and more than 1500 ATMs/CRMs. The Bank uses Information Technology in all spheres of its functioning by connecting all its branches and offices through its WAN.J&K Bank functions as a universal Bank in Jammu & Kashmir and as a specialized Bank in the rest of the country. Bank functions as a leading bank in the Union Territories of Jammu & Kashmir and Ladakh and is designated by Reserve Bank of India as its exclusive agent for carrying out banking business for the Government of Jammu & Kashmir and Ladakh. J&K bank caters to banking requirements of various customer segments which include Business enterprises, employees of government, semi-government and autonomous bodies, farmers, artisans, public sector organizations and corporate clients. The bank also offers a wide range of retail credit products, including home, personal loans, education loan, agriculture, trade credit and consumer lending, a number of unique financial products tailored to the needs of various customer segments. The Bank, incorporated in 1938, is listed on the NSE and the BSE. Further details of Bank including profile, products and services are available on Bank's website at https://jkb.bank.in

2. Purpose of RFP

The objective of this RFP process is to engage a reputed Service Provider having proven experience for providing the services for Supply, Installation, Configuration, Testing, maintain ,Integrate & Commissioning of all the necessary software modules with necessary and adequate customization, modification, patches, upgrades, utilities, tools, etc., and Maintain the Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution(INDAS) and Basel Capital Computation Solution to achieve full functionality with features required in the Solution. Bank has engaged a consultant for the INDAS implementation, and the bidder must work in close association with the consultant regarding the implementation of the INDAS solution. The proposed solution will be a on premise model but should be compatible with cloud deployment. The broader scope of the proposed solution should include the following:

a. **Indian Accounting Standard Solution (INDAS/IFRS9.0):**
   A comprehensive solution for Expected Interest Rate (EIR), Expected Credit Loss (ECL) computation, staging, impairment, and financial instrument classification as per regulatory requirements. It ensures compliance with Ind AS while enhancing transparency and auditability.
b. **Transfer Pricing Mechanism (TPM) including Cost Allocation & Multi-dimensional**

Profitability (MDP):

A module to compute transfer rates across all assets and liabilities to arrive at Net Interest Income (NII). It enables Bank risk-adjusted pricing, liquidity cost attribution, and better balance sheet management. It should use Matched Maturity method. MDP and Cost allocation is an advanced profitability module that analyses income, cost, capital, and risk across products, customers, segments, and channels. It supports granular performance measurement and strategic decision-making through rule-based cost allocation.

c. **Basel Capital Computation Solution:**
A regulatory capital management module that calculates Basel capital computation under standardized approaches in line with Basel norms. It supports RWA computation, RCA 3 reporting, leverage ratio and regulatory compliance with robust risk analytics.

d. **Model Risk Management (MRM) module:**
The MRM module is required to provide end-to-end governance, validation, monitoring and oversight of all such models across their lifecycle, in line with the regulatory framework. The module shall give effect to the RBI draft 'Guidance on Regulatory Principles for Model Risk Management, 2026' (Press Release 2026-2027/528), and shall cover the model inventory, risk-based tiering, independent validation, ongoing monitoring, change management, business continuity, decommissioning, third-party model governance, AI/ML model controls (including explainability, bias, hallucination, adversarial-robustness and human-oversight/kill-switch requirements) and Board/RMCB oversight across all models used by the Bank.

The successful bidder will be expected to supply, install, customize, and maintain the software platform along with all integration for all environments including UAT, production and DR. The bidder is also required to provide monthly project steering meeting, requisite training, documentation, and support to Bank during the tenure of the contract. The Bank requires the successful bidder to station an implementation team at CHQ, Srinagar for the tenure of implementation, including requirement gathering, deployment, UAT and Go-Live.

The initial contract period will be for a period of 5 years. The bidder must comply with the terms and conditions outlined in this RFP.

3. Eligibility Criteria

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

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

4. Scope of Work

The broader and comprehensive scope of work is as mentioned below:

Indian Accounting Standard Solution (INDAS/IFRS9.0)

S.No	Ind AS with ECL / EIR and other standards
1.	The Solution should support seamless integration with the source systems of the Bank such as core banking, treasury, trade finance, cards, ERP etc
2.	The Bidder should ensure that the cashflow as per IND AS guidelines are consumed by the proposed solution. Additionally, the solution should be capable of incorporating any necessary changes/ adjustments in the externally generated cash flow to maintain compliance with these guidelines.
3.	The solution should integrate with multiple systems to gather essential data for ECL calculations (including but not limited to IRB ratings, computations of Probability of Default at Rating or pool/segment level, LGD & CCF at facility or segment level, restructuring data, SMA data, watchlist Data, technical write-off information, EWS, all types of collateral, cashflows & recovery.)
4.	The solution should be capable of developing a unified metadata repository that serves as the primary point of reference for all data prerequisites essential for facilitating data modelling & visualization tasks extracted from multiple sources
5.	The solution should facilitate the sorting of financial assets into the three distinct classifications stipulated by Indian Accounting Standards (Ind AS), namely: Amortized Cost, Fair Value through Other Comprehensive Income (FVOCI), and Fair Value through Profit and Loss (FVTPL) and basis regulatory requirements.
6.	Ability to change segmentation rules or incorporate new segmentation rules within a system and controlled environment. For example, when changes to business models, launch of new products, restructuring of portfolio, etc. occurs, the solution is flexible in redefining the new segmentation strategy, which will feed into the development of ECL models.
7.	The solution should be capable of executing a comprehensive array of statistical modelling techniques for developing ECL models (PD/LGD/CCF) within a

	cohesive environment. This robust functionality should extend to the models required for IND AS 109 compliance such as PD, LGD, and CCF.
8.	The solution should possess the capability to model the term structures for Probability of Default (PD), Loss Given Default (LGD), and Exposure at Default (EAD) across various time horizons. This feature is essential for generating both 12-month and lifetime Expected Credit Loss (ECL) calculations in accordance with measurement requirements.
9.	The solution shall possess the capability to calculate both Through-the-Cycle (TTC) Probability of Default (PD) and Point-in-Time (PIT) PD. Additionally, it shall facilitate the conversion of TTC PD to PIT PD and vice versa. The solution should have the capability to process macroeconomic data, encompassing a wide range of macroeconomic indicators but should not be limited to GDP, unemployment rates, inflation, and crude oil prices.
10.	The solution should be capable of computing LGD using market based LGD, implied LGD and work-out method as per the nature, applicability and data availability of Credit Risk exposures.
11.	The solution should allow users to build, validate and deploy CCF prediction models
12.	The solution should have capabilities to capture outstanding and limit information for all revolving and off- balance sheet exposures.
13.	The solution should have capabilities to compute realized CCF (Credit Conversion Factor) for defaulted exposures.
14.	The solution should be capable of creating and maintaining retail pools (for PD, LGD and CCF) as per the definitions of pools.
15.	The solution is expected to possess the functionality to calculate Expected Credit Loss (ECL) risk parameters, which include PD, LGD & CCF, as part of the IND AS 109 solutions. Additionally, the system should also be designed to accept estimates of these parameters externally in cases where they are developed outside of the solution.
16.	The solution should enable authorized business users to directly add or modify the rules for Expected Credit Loss (ECL) calculations via a user-friendly front-end interface, incorporating access control mechanisms to ensure data integrity and compliance.
17.	The solution should have the ability to define different business rules regarding the designation of a financial asset as being Stage 1, 2 or 3, including definitions of default. The designation of business rules should be flexible, able to define specific rules at the account level, as well as on an aggregated level. This includes the ability to apply different rules within the same portfolio, segment,

	product, account, etc. The business Rules engine should be GUI based and configurable by Business User.
18.	Solution should provide pre-defined (out of box) rules for IND AS 109 Stage 1, Stage 2 & Stage 3. The rules listed below for stage determination should include all the illustrative examples provided by the regulator, but not be limited to them.
19.	Solution should be able to define bank specific staging rules with complex nested rules and exception rules, for stages 1,2, and 3
20.	The solution must include a robust stage override feature that allows for manual adjustment of the Credit Risk stage classification for financial instruments. This feature should be accessible through two primary methods: a) File-Based/Manual Override b) User Interface (UI) Override
21.	The solution should offer a clear, rule-based approach for identifying Significant Increase in Credit Risk (SICR). This entails identifying the criteria that trigger a shift from Stage I (performing assets) to either Stage II (underperforming assets with a significant increase in Credit Risk or Stage III (non-performing assets)
22.	The solution should offer customizable options to establish and adapt bank-specific methodologies for calculating Expected Credit Loss (ECL), ensuring alignment with individual banking policies and regulatory requirements. System should consider specific Stage-wise Prudential ECL provision floors as prescribed for loans and non-funded limits in revised guidelines
23.	The solution by default should compute 12 months and Lifetime forward ECL for all accounts.
24.	The solution should cover all the disclosure requirements as set out by IND AS 109/107, and RBI Regulations notified vide Reserve Bank of India (Commercial Banks - Asset Classification, Provisioning and Income Recognition) Directions, 2026.
25.	The solution should be capable of generating various reports w.r.t Provisions & Allowance reports across different line of business, Stages, Segments. Staging Transition: Stage Classification by LOB, Segments, Product &customer type, staging trend Trend Analysis: Stagewise Allowance and Provision trend, trend across various lines of business in terms of credit losses. Concentration Analysis: Analysis of ECL concentration across Line of Business, Customer type, ratings, DPD Bands, Credit Ratings, PD Bands ECL reconciliation Analysis: The analysis should provide a visual description of the ECL movements between two reporting dates.

	Other IND AS reports
26.	The system should support the classification of financial liabilities in accordance with Ind AS standards, enabling categorization into specified types: Amortized Cost and Fair Value through Profit and Loss (FVTPL) and basis regulatory requirements.
27.	The system should Compute the Fair Value of Loan Book as per the RBI regulations.
28.	The system should incorporate all possible business model conclusions, with embedded logic to conduct the Solely Payments of Principal and Interest (SPPI) test, applying a pass/fail criterion for each security or financial instrument. Also, the system should have flexibility to manually select the SPPI and Business Model.
29.	The solution should have capability to map financial asset wise fee and transaction cost and generate report of amortized and unamortized income on reporting dates.
30.	The solution should be able to capture deal wise financial assets having premium/ discount and information required for the calculation of premium and discount amortization at EIR over the life of security.
31.	The solution should be capable of recording other charges like documentation charges, Inspection fees, etc. which are collected upfront /waived off at the time of origination of loan need to be captured separately in a separate GL. Upfront Fees related to loan accounts needs to be tagged to respective loan account.
32.	The solution should have the capability of Bifurcation/ mapping of all charges/Fees (Such as but not limited to Processing Fee, Mortgage Fee, Doc charges, etc.) received from borrowers into One-time charges & recurring charges.
33.	The solution should calculate the effective interest rate (EIR) for all financial assets (including purchase or originated credit impaired assets) carried at amortized cost and FVOCI over their entire life, whether fixed or expected based upon the stage assessment, and generate the necessary cash flows. System should be capable to EIR all possible scenarios.

34.	The solution should recalculate the effective interest rate (EIR) whenever there are changes to the normal repayment schedule, such as partial prepayments, interest rate adjustments, EMI defaults, changes in tenure or EMI amounts, or restructuring.
35.	The solution should be capable of capturing data related to financial assets with a redemption premium and ensure that the premium is accrued in accordance with the Effective Interest Rate (EIR) method. It should also provide the flexibility to allow for manual input of such information on a per-asset basis.
36.	The solution should provide the ability to integrate the EIR calculated with the Impairment calculations.
37.	The solution should be able to generate the amortization schedule at account level and/or portfolio level
38.	The solution should be able to recalculate the carrying value at the time of modification of the loan (i.e. modified cash flows needs to be discounted at original EIR) and recognize a gain/ loss on modification to P/L statement.
39.	The solution should be configured in alignment with chart of accounts recommended.
40.	The solution should enable the fair valuation of staff loans and deposits, calculating the difference between the fair value and nominal value, and recognizing this as an employee benefit cost.
41.	System should be able to generate adjustments as per accounting events such as amortization of fees and cost, ECL as per Ind AS 109 and should interface with ERP system of the Bank.
42.	The solution should make it possible to configure accounts code to be in line with the Bank's chart of accounts
43.	System should be able to recompute EIR at interest reset, new fees/disbursement, restructuring of loans
44.	System should be able to compute initial adjustment - the amount of unamortized fee to be knocked off against opening reserves for transition date
45.	System should be able to compute initial adjustment as per the stage 1,2 & 3 of the financial asset based on Ind AS 109 guidelines
46.	System should support audit trail for any changes done in configuration.
47.	System should incorporate any changes/ modifications prescribed by the regulator during the course of implementation
48.	The system should integrate the EIR engine, draw data through documented lineage from the source systems (CBS, LOS, EWS, collateral) with a full audit trail and generate the RBI-mandated disclosures and the IRAC to ECL reconciliation automatically.
49.	The bidder should seamlessly integrate IND AS system with ERP setup wherever required to meet the regulatory compliance for IND AS implementation.

Additional Ind AS / ECL Requirements (incorporated on review)	
50	The solution should compute the regulatory provision as the higher of the Ind AS 109 ECL and the provisioning required under the extant Income Recognition, Asset Classification and Provisioning (IRACP) norms at the prescribed level of granularity, recognize any shortfall through an "Impairment Reserve"/regulatory reserve as directed by RBI, and produce an automated IRACP-versus-ECL comparison and reconciliation with full drill-down.
51	The solution should support classification, measurement, fair valuation and impairment/ECL of the investment portfolio in line with the RBI Master Direction on Classification, Valuation and Operation of Investment Portfolio of Commercial Banks (HTM / AFS / FVTPL) and its interplay with Ind AS 109, including amortization of premium/discount and treatment of AFS reserve and AFS-to-HTM/FVTPL re-classifications.
52	The solution should support governed management overlays / post-model adjustments (PMAs) to ECL with a structured workflow covering rationale, quantification methodology, maker-checker approval, expiry/review dates, sensitivity disclosure and a complete audit trail, ensuring overlays are transparent, timebound and reportable.
53	All ECL parameter models (PD, LGD, EAD/CCF, term-structure, PIT/TTC conversion, macroeconomic and overlay models) and the staging engine should be documented, independently validated, version-controlled and risk-tiered in accordance with the Bank’s Model Risk Management Framework, and their inventory, validation status and monitoring outputs should be made available to / integrated with the MRM module.
54	The solution should provide a full ECL sensitivity and scenario-analysis capability (including single-factor sensitivity of ECL to PD/LGD/staging and macroeconomic assumptions, and probability-weighted multiscenario ECL) to support disclosures, model monitoring and management challenge.

Transfer Pricing Mechanism (TPM) including Cost Allocation & Multi-dimensional Profitability (MDP)

Transfer Pricing Mechanism	
1	To Provide flexibility to choose from multiple TPM methodologies (Cost of funds/ Net Funding/ Pooled Funding/Matched Maturity)
2	Generate the base TPM curve by combination of multiple yield curves for different maturities, as a combination of: a. Market linked curve b. Bank cost of funds
3	Compute TPM rate at customer account level based on account characteristics using cash flow and non-cashflow methods

4	Compute TPM rate for all balance sheet items across assets and liabilities of the Bank
5	For non-maturity products, TPM rate should be computed based on behavioural pattern such as Current accounts, saving accounts, cash credit, overdrafts
6	System should support lock-in of spread for repricing products and re-calculation of TP at reset for repricing products
7	System should be able to generate TP rate for fixed rate instruments based on maturity
8	System should support adjustments for liquidity premium, tenor premium, incentives for PSL, Staff loans/deposits etc.
9	User should be allowed to configure calculation of TP rate on the basis of original term or remaining term or as on date
10	The system should be able to handle prepayments and pre-mature withdrawals for loans and term deposits respectively
11	System should facilitate computation of CFU Profit/Loss
12	To validate the results, TP rates need to be reconciled with manual calculations, at least during the test runs. For this purpose, the solution should provide date-wise cash-flows at account level. The user should be allowed to pick up the account / number of accounts to validate.
13	System should allow users to configurable more than one TP rate for chosen accounts.
14	User should be allowed to configure different conditions for same scheme for transfer pricing
15	System should allow to generate hybrid curves
16	System should allow to create filters, hierarchies
17	Enable centralizing interest rate risk and liquidity risk and Computation of TP rate at most granular level
18	The system should be capable to generate TPM at daily/monthly basis
19	The system should be able to generate net interest income using TPM charge and credit and interest income and expense at account level
20	The system should be able to support dynamic incentives based on ALCO recommendations
21	Should support taking into account loan loss provision while arriving at transfer price.
Cost Allocation & Multi-Dimensional Profitability	
22	Solution should provide a user interface to design business rules to allocate / apportion or assign costs
23	Should support top-down approach for cost allocations from Head office to business units, RO/ZO, Branches, Products, Customer accounts

24	Should support allocation of costs on the basis of drivers available either within the system (such as transaction counts, business volume, incremental basis, etc) or required to be fed / extracted from other sources (such as head counts, area occupied)
25	Should provide an intuitive user interface to construct cost allocation rules. Rules should not be a black box and should not require technical help for initial set up or any changes thereafter
26	Should follow a 'debit / credit' convention to allocate costs. Typical the cost source centre will be show a 'debit' and the recipient of the cost will show a 'credit'
27	Should provide trace back facility on allocations to view origination of costs, basis of allocation and business entities impacted.
28	Should provide a facility to undo or roll back cost allocations without impacting actual data. Should however alert the user wherever there are dependencies
29	Should support allocation of capital.
30	Should support allocation of Other Charges and other non- interest income including Commissions.
31	Bank may want to allocate only certain chosen costs at the branch or the head office. The systems will be expected to filter such costs for allocations.
32	Should show a report of allocated and unallocated costs.
33	System should generate a reconciliation report before and after allocations
34	System Should allow change in cost drivers over time
35	Should have provision for taking into account the subsidies/incentives that are in built as a positive / negative spread over the TPM rate.
36	Should store relevant MIS details at customer / account level to facilitate enriched profitability reporting.
37	System should be able to integrate with ERP system for trial balance, fee income and other MIS information to generate multi-dimensional profitability
38	Computation of Risk Weighted assets, Risk weight Assets density, Capital consumption, at Product, Zone, Geography, Customer level
38	Computation of RAROC at business unit, Branch, Product, Customer level
Profitability Reports	
39	Gross Profit /loss incurring branches before applying TPM
40	Net Profit / Loss incurring branches after applying TPM Rates
41	Comprehensive TPM report at various levels - Business Units, Branches, Products, Customer etc.
42	Computation of profitability on assets, balance sheet/business, Return on Capital employed, portfolio (both assets & liability) at Branch, Product, Zone, Geography, Customer level

43	Computation of Profitability based on manpower, branch distribution, segmentation, etc
44	NII Report
45	Top Customer
46	Top Product
47	Top Branches
48	Report for cost allocation details (for all income and expense at various organization n unit level.
49	Trend wise Profitability Report- Monthly, Quarterly, Half Yearly and Yearly and at the frequency desired by Bank
50	Report should give profitability report for various business units, products, Branches & customer
51	Report should give GL level allocation report for various business units, products, Branches & customer
52	Central Funding unit summary report
53	Breakup of different TPM components across business units, branches, products and customer
54	Data Quality Report
55	Reconciliation report with Trial across all COA segments of the Bank
Additional TPM / MDP / RAROC Requirements	
1	The solution should compute Funds Transfer Pricing for contingent and off-balance-sheet items, committed but undrawn facilities and revolving lines, and should support liquidity-premium, tenor-premium, optionality (e.g., prepayment/early-withdrawal) and basis-risk add-on components within the transfer price.
2	The solution should compute RAROC and Economic Value Added (EVA) at transaction, customer, product, business-unit and portfolio levels using configurable hurdle rates and either regulatory or economic capital and should support what-if/marginal RAROC analysis for new business and re-pricing decisions (strictly as a profitability-measurement capability).
3	The behavioral models (NMD/CASA, prepayment and early-withdrawal models), transfer-pricing yield curves and the RAROC/cost-allocation methodologies should be documented, independently validated and risk-tiered under the Bank's Model Risk Management Framework, with their inventory and validation status integrated with the MRM module.
4	System should generate TPM rates aligned to RBI ALM repricing buckets (as per RBI ALM Master Circular) to enable bucket-wise interest rate risk quantification and IRRBB reporting

5	System should support computation of liquidity premium and basis risk charge as separate TPM components, enabling LCR/NSFR cost-benefit allocation to individual business units, branches, and products
6	System should be capable of generating TPM data outputs in formats compatible with RBI supervisory returns (ALM returns)
7	Product-wise spread analysis report showing TPM rate vs. contracted rate (lending/deposit) .
8	Branch-wise NIM composition report showing volume effect, rate effect, and mix effect separately to support business performance attribution
9	Concentration risk report on funding sources (wholesale vs. retail, tenor-wise) linked to TPM liquidity premium, highlighting maturity concentration in CD/bulk deposits for ALCO.

BASEL Capital Computation Solution

BASEL (Standardized Approach for RWA and Capital computation)	
1.	Computation of Capital funds a) Mapping between GLs and Capital fund components and regulatory deductions b) Computation of Tier-1 and Tier-2 capital c) Computation of deductions d) Computation of total capital funds.
2.	Computation of Credit Risk weighted assets a) Reclassification of Products b) Reclassification of Counterparties c) Asset Class Determination d) CCF assignment e) EAD Computation f) Reclassification of Collateral g) Assignment of Haircuts h) Collateral valuation post haircuts i) Collateral Optimization j) RWA computation (Pre- CRM) k) RWA computation (Post CRM) l) Capabilities for Capital Computation as per Basel III Standardized Approach (Forthcoming Instructions issued by RBI on Nov 28,2025)

3.	Computation of Market Risk of Weighted Assets a) Reclassification instruments b) Computation of Specific and General Market Risk Charge c) Computation of Vertical and Horizontal Disallowances d) Computation of total market risk capital charge for Interest rate, equity and forex e) Capabilities for Capital Computation as per Basel III Standardized Approach (Forthcoming Instructions issued by RBI on Nov 28,2025)
4.	a) Computation of RWA for CCR (Derivatives and SFT) b) Classification of derivative portfolio into OTC derivatives and derivatives backed by CCP c) Computation of EAD under Current Exposure Method d) Computation of CVA for OTC derivatives e) Computation of RWA for derivatives backed by CCP (basis requirement)
5.	a) Computation of Operational Risk RWA b) Computation of Gross Income for last 3 years c) Computation of Operational Risk RWA under Basic Indicator Approach d) Capabilities for Capital Computation as per Basel III Standardized Approach (Forthcoming Instructions issued by RBI on Nov 28,2025)
6.	Reporting of CRAR a) RCA-3 Report as per standardized approach b) Summary of Tier 1 & Total Capital Ratios c) RWA by Asset Class/ LOB d) Capital Ratio & RWA Trend analysis
7.	System should support audit trail for any changes done in configuration.
8.	The solution should support seamless integration with the source systems of the Bank such as core banking, treasury, trade finance, cards, ERP.
9.	Computation of Leverage Ratio
10.	The System should be aligned with all the regulatory Guidelines/directions with regard to Computation of Credit, Market and Operational Risk capital charge.
11.	System should incorporate any changes/ modifications prescribed by the regulator during implementation
12.	The solution should compute and monitor the regulatory capital buffers - Capital Conservation Buffer (CCB), Countercyclical Capital Buffer (CCyB) and, where applicable, the D-SIB/additional surcharge - and should report CRAR against both the minimum regulatory requirement and the buffer-inclusive requirement, with breach alerts.

13.	The solution should compute counterparty credit risk Exposure at Default under the Standardized Approach for Counterparty Credit Risk (SA-CCR) in line with the RBI adoption timeline (in addition to / in place of the Current Exposure Method), together with Credit Valuation Adjustment (CVA) capital under the applicable framework.
14.	The solution should generate Pillar 3 / market-discipline disclosure templates (including the standardized disclosure tables and key prudential ratios) in line with the RBI Master Direction on Basel III disclosure requirements, in a configurable and auditable manner.
15.	The solution should feed RWA and capital outputs into the Bank's ICAAP and stress-testing processes, support computation of capital adequacy under baseline and stress scenarios, and expose all capital computation rules, reclassification logic and any internal estimates to the MRM module for inventory, validation and risk-tiering under the Model Risk Management Framework.

Model Risk Management (MRM) Solution

Model Risk Management (MRM) Solution	
A. Framework, Model Definition and Coverage	
1	The solution shall apply to all models used by the Bank irrespective of origin (in-house, third-party or combined) and irrespective of whether the Bank formally recognizes a particular tool as a "model", covering statistical, econometric, financial, rule-based, spreadsheet-based and AI/ML models.
2	The solution shall support a configurable model taxonomy, and a configurable definition of a "model" based on input, processing and output components, so that any algorithm, analytics, interface, application, decision rule or computational tool having a material impact on decision-making can be brought within the model inventory and lifecycle controls.
3	The solution shall be proportionality-aware, enabling the depth and intensity of governance, validation, monitoring and documentation applied to each model to be scaled to its nature, scale, complexity, materiality, autonomy and risk.
4	The solution should be fully configurable to accommodate evolving regulatory requirements - including any subsequent RBI instructions specific to AI models - through parameterization and business-user configuration, without requiring core code changes.
B. **Model Inventory and Documentation Repository**	
5	The solution shall maintain a single, centralized, accurate, comprehensive and up-to-date model inventory covering all active, inactive (including under-development) and decommissioned models. The solution shall enforce, as a system control, that no model can be marked as in-use, relied upon or deployed unless it exists in the inventory.

6	For each model, the inventory shall capture at minimum: unique model identifier, name and version; model owner, developer(s), validator(s) and approver(s); business function and intended use; assigned risk tier; input data sources; methodology/technique; upstream and downstream model dependencies; deployment status and key dates; and key observations from validation, monitoring and internal audit.
7	The solution shall maintain a complete, version-controlled documentation repository for every model (including third-party models), storing development documentation, data lineage, assumptions and limitations, validation reports, approval records, monitoring outputs, change logs and decommissioning records, with the minimum documentation-retention period aligned to the model's inventory-retention period.
8	The solution shall retain decommissioned models, together with their full documentation, in the inventory for a minimum of ten (10) years from the date of decommissioning (or from the date they cease to serve as a backup or benchmark reference, whichever is later), or such longer period as required under applicable law, with retention periods configurable.
9	The solution shall provide a model interdependency / lineage view that visualises how the output of one model feeds into other models or downstream business processes, to support enterprise-wide model risk assessment.
	C. Risk-Based Model Tiering
10	The solution shall provide a configurable, risk-based model tiering engine that classifies every model in the inventory into risk tiers (e.g., High / Medium / Low or equivalent) on the basis of Bank-defined, weighted criteria.
11	Tiering criteria shall, at minimum, include materiality (significance to business processes, impact on financial and operational outcomes, and potential implications for consumers), complexity (difficulty of understanding and exercising effective oversight, use of unstructured data, explainability challenges) and other regulatory/supervisory considerations; for AI/ML models the engine shall additionally factor the extent of reliance and the degree of autonomy placed on model outputs for decision-making.
12	The tiering engine shall enforce an anti-dilution rule whereby the integration of multiple factors does not allow one factor to offset or dilute another, so that the final tier reflects the composite risk profile of the model - in particular, a low complexity score shall not result in a disproportionate reduction of the overall risk tier of a highly material model.
13	The solution shall drive all downstream processes - validation prioritization/intensity/frequency/method, approval authority, control intensity, monitoring scope/frequency/detail, documentation depth and business-continuity rigor - from the assigned risk tier.

14	The solution shall support periodic re-tiering (at least annually) and event- or trigger-based re-tiering, maintaining a full audit history of tier changes together with rationale and approver.
	D. Governance, Workflow and Three Lines of Defense
15	The solution shall support the three-lines-of-defense governance structure - Model Owners (first line), an independent Model Risk Management and Validation function (second line) and an independent Internal Audit function (third line) - through role-based segregation of duties and access controls that prevent the same user from developing, owning and independently validating the same model.
16	The solution shall provide configurable maker-checker workflows and approval hierarchies for every lifecycle stage (development sign-off, validation, approval, deployment, change and decommissioning), with delegation of authority configurable by risk tier, including routing of High-risk (or equivalent) model deployments for approval by the Risk Management Committee of the Board (RMCB).
17	The solution shall enable tracking and reporting of Board, RMCB and Senior Management oversight responsibilities, including: Board approval and periodic review of the MRMF, the risk appetite/tolerance for model risk and the tiering policy; RMCB review and approval of high-risk model deployments, periodic (at least annual) review of tiering reports, oversight of exception, third-party and AI models, and review of breach and material-concern reports; and Senior Management operationalization, resource allocation, inventory maintenance and periodic policy review.
18	The solution shall enable definition of the Bank's model risk appetite and tolerance (including thresholds and limits), measure model risk at both individual-model and enterprise-wide levels on an ongoing basis, and automatically flag and escalate cases where assessed risk exceeds appetite - triggering corrective-action workflows (enhanced controls, restriction on use, remediation or decommissioning) with reporting to the RMCB.
	E. Model Selection, Development and Data Management
19	The solution shall provide an integrated development environment supporting a broad range of statistical, econometric, machine-learning and rule-based techniques, and shall require documentation, prior to development, of the rationale and objectives of the model, its scope of application, and a cost-benefit assessment that explicitly captures additional risks, the likelihood of adverse outcomes, fairness, ethical considerations and potential bias.
20	The solution shall support a structured, repeatable development pipeline covering collection, pre-processing and transformation of data; assessment and documentation of assumptions and limitations; design of the model; and evaluation and refinement of model performance.

21	The solution shall enforce that all data used for development (whether empirical or synthetic) conforms to the Bank's data-governance processes, with data-quality checks, data-lineage capture and documentation of data sources, representativeness, completeness and limitations.
F. Independent Model Validation	
22	The solution shall support full independent validation of all models (including third-party models) by the Bank, with validation workflows configurable to run prior to deployment, after deployment, following any modification, on defined internal or external triggers, and periodically as specified in the MRMF.
23	Validation shall, at minimum, assess inputs (data, assumptions and limitations), conceptual and design soundness, model performance, and alignment with intended use, and shall support a standard quantitative validation toolkit including discriminatory power (Gini / AUROC / KS), calibration/accuracy (e.g., Brier score), stability (PSI / CSI), sensitivity analysis, benchmarking, back-testing and stress testing.
24	The solution shall generate structured validation reports capturing key findings, severity-rated issues, recommendations and remediation actions, and shall track the placement of such reports before the RMCB (or delegated authority as per the MRMF) within three (3) months of completion of the validation, with documentation maintained per MRMF standards.
25	The solution shall maintain a validation issue-tracking and remediation register linking each finding to an owner, due date, status and re-validation outcome.
G. Model Approval (Normal and Exception)	
26	The solution shall provide a configurable model-approval structure covering both normal approvals and exception approvals, with defined approval authorities and thresholds linked to the model's risk tier.
27	For models approved with exceptions, the solution shall capture the additional requirements, compensating controls/risk mitigants, defined remediation timelines and enhanced monitoring, and shall route such models for enhanced oversight specifically by the RMCB.
28	The solution shall document the decision-making process and the rationale for every approval (including every exception approval), with a complete audit trail.
H. Model Deployment and Ongoing Monitoring	
29	The solution shall support controlled model deployment undertaken in coordination with the Bank's IT and data functions, including the ability to demonstrate that model outputs are replicated and stable in the production environment (output-replication / pre-go-live validation) before the model goes live.
30	The solution shall provide automated ongoing performance monitoring for all deployed models (including third-party models) using both backward-looking and forward-looking approaches, AI-specific evaluations where applicable, and

	benchmarking, with configurable performance metrics, thresholds, alerts and monitoring frequency driven by the risk tier.
31	Monitoring shall identify any requirement for model modification, replacement or extension beyond the original scope, and shall subject models approved with exceptions to enhanced monitoring that is specifically reportable to the RMCB.
32	The solution shall monitor input and output data for data drift and concept drift on an ongoing basis and shall generate early-warning alerts on model degradation.
I. Change Management and Versioning	
33	The solution shall provide a structured change-management process with defined roles and responsibilities for carrying out and approving changes, controlled enterprise-level implementation, and mechanisms to recover from failed changes or unexpected results (rollback).
34	The solution shall require a documented impact assessment - including the continued suitability of the model for its intended use - before any change is implemented, and shall maintain a comprehensive, tamper evident record/log of all changes, versions and approvals.
35	The solution shall allow definition of configurable "material change" thresholds/criteria, the breach of which automatically re-initiates the full validation and approval process for the model.
J. Business Continuity and Decommissioning	
36	The solution shall support model business-continuity planning as part of the Bank's overall Business Continuity Planning (BCP), capturing potential disruptions (model unavailability, performance degradation or failure) and configured fallback mechanisms (manual intervention, substitution or backup arrangements), with continuity rigour scaled to the risk tier.
37	The solution shall manage a controlled decommissioning workflow that informs all relevant stakeholders in a timely manner to enable enterprise-wide transition, records the decommissioning rationale and approvals, and moves the model to retained-inventory status for the mandated retention period.
K. Third-Party / Vendor Model Governance	
38	The solution shall apply all MRMF provisions to third-party models on a mutatis mutandis basis and shall flag third-party models for two mandatory treatments irrespective of risk tier: (a) independent validation by the Bank notwithstanding any validation, certification or assurance provided by the third-party provider; and (b) enhanced oversight by the RMCB.
39	The solution shall maintain a third-party model due-diligence and risk register capturing the credibility of the service provider, the methodological soundness and limitations of the model, and the suitability and quality of the data used, together with the minimum technical documentation obtained to enable independent validation by the Bank.

40	The solution shall record and monitor the key contractual provisions for each third-party model - including access to minimum technical documentation, audit rights for the Bank and its supervisory authority (directly or through external experts) and continuity/exit arrangements - and shall flag, for material third-party AI models, concentration and supply-chain risk arising from dependence on a limited number of providers and from provider-driven updates that may change model behavior or capabilities without the Bank's control.
L. AI / ML Model Risk Management - Seven Risk Dimensions	
41	The solution shall enable the Bank to define the scope of AI/ML models (explicitly including foundational AI models and frontier AI models), restrict their deployment to use cases where the commensurate risks can be effectively managed, and apply additional controls commensurate with the potential impact on customers, business operations and financial outcomes.
42	Explainability and Transparency: the solution shall allow definition of explainability/transparency thresholds per model (with higher thresholds for models used in material decision-making or with significant customer impact), support explainability techniques (e.g., SHAP / LIME or equivalent), and, where full explainability is not achievable, enforce compensating controls such as enhanced validation and testing, output-verification mechanisms, more frequent validation, continuous monitoring and usage restrictions.
43	Hallucinations: the solution shall implement system-level control boundaries and/or model-design features to mitigate hallucination risk, particularly for generative-AI models and use cases where outputs directly or indirectly drive customer interaction or decision-making.
44	Bias and Discriminatory Outputs: the solution shall support fairness assessments to identify the risk of bias and discriminatory outputs (especially unfair treatment of customer groups) and shall implement mitigants including recalibration, redesign, constraints on complexity (e.g., regularization) and limits on feature selection.
45	Overfitting and Generalization: the solution shall test models against out-of-sample data and varied scenarios to ensure they are not overfitted to training data and can perform reliably under real-world and evolving conditions.
46	Spurious Correlations: the solution shall provide diagnostics to ensure that models do not rely on spurious correlations or unintended relationships that may adversely affect outcomes.
47	Output Variability and Uncertainty: the solution shall ensure that model outputs under similar inputs do not exhibit excessive or unexplained variation, and shall manage risks from stochastic behavior and model uncertainty through confidence scores and probability outputs.
48	Data Risks: the solution shall establish mitigants for data-quality issues, non-representativeness, incompleteness and intellectual-property-rights breaches,

	and shall monitor and address changes in data distribution (including data drift and concept drift) on an ongoing basis.
49	The solution shall support enhanced documentation for AI models (reflecting their complexity, self-adapting nature and heavy reliance on training data) to enable traceability, reproducibility and auditability, and shall apply enhanced controls for models with dynamic or automatic updates - including a clearly defined scope of what may be automatically updated, strict justification for enabling automatic updates, enhanced data quality checks and more stringent and frequent monitoring.
50	The solution shall support structured challenge processes including red-teaming (or equivalent testing) and stress/adversarial testing of AI models under atypical or stressed scenarios - edge cases, abnormal inputs, manipulation attempts and adversarial conditions - to surface vulnerabilities that may not emerge under normal operating conditions, particularly for models involving customer interaction or generative capabilities.
M. AI / ML Deployment and Cyber-Security Controls	
51	The solution shall ensure that deployment of AI models does not introduce vulnerabilities into the model or the Bank's production environment, providing access controls against unauthorized access, use or modification, safeguards against cyber risks, and controls for risks arising from external interfaces, APIs and integration pipelines with third-party components or systems.
52	For models (including generative-AI models) that interface with customers or external users, the solution shall provide cyber-security controls against prompt-injection and adversarial inputs, limitations on session and context persistence, and detection of anomalous usage patterns.
53	For models that interface with customers or external users, the solution shall present appropriate disclosures and warnings that the user is interacting with an AI/ML-based system together with disclosure of the limitations of such systems and shall provide the customer the option to switch to human assistance when requested, so that no AI interface for customers is a dead end.
N. AI / ML Human Oversight	
54	The solution shall support human-in-command oversight arrangements (human-in-the-loop, human-on-the loop or equivalent mechanisms) for AI models, particularly in use cases involving automated decision-making, with configurable override, suspension and deactivation mechanisms, including kill-switch arrangements for AI models.
55	The solution shall support periodic human review of model outputs and model-driven decisions to identify anomalies, shall provide mechanisms to mitigate automation bias, over-reliance on model outputs and decision fatigue, and shall record oversight decisions, interventions, overrides, incidents and near misses so that the oversight arrangements can be periodically reviewed and strengthened;

	personnel involved in human oversight shall be supported with adequate model-functioning information to effectively challenge, override or escalate issues.
	O. Consumer Protection and Grievance Linkage
56	The solution shall support the Bank's obligation not to use any model that harms consumers and shall integrate with the Bank's grievance-redressal mechanism so that grievances arising from consumer-facing models (including customer-facing AI) are captured, tagged to the relevant model, tracked and analyzed as model-risk feedback.
	P. Reporting, Dashboards, Audit Trail and Integration
57	The solution shall provide an enterprise model-risk dashboard and configurable reporting covering inventory status, tiering distribution, validation status and overdue validations, monitoring breaches, exception models, third-party and AI-model registers, change history and decommissioning, with drill-down and export to standard formats (Word, Excel, PDF, CSV).
58	The solution shall generate Board / RMCB-grade MIS - including high-risk model approval packs, periodic (at least annual) model risk-tiering reports, breach and material-concern reports, and third-party and AI-model oversight reports - and shall support regulatory/supervisory reporting and examination data requests.
59	The solution shall maintain a complete, tamper-evident audit trail of all activities (data changes, model parameter changes, manual overrides, tier changes, approvals, deployments, changes and decommissioning) with date-time-user stamping, and shall integrate, through batch and/or API-based interfaces, with the Bank's source and downstream systems (including CBS, treasury, LOS, EWS, collateral, data warehouse/MIS, and the Ind AS/ECL, RAROC/profitability and Basel capital-computation modules) so that models hosted in those modules are inventoried, tiered, validated and monitored under the MRMF.
60	The solution shall provide role-based access control and single sign-on, configurable retention and archival aligned to the minimum documentation-retention period and shall incorporate any changes/modifications prescribed by the regulator during the course of implementation.

The project is to be implemented in three phases. The Phase-1 of the project shall include the implementation of Ind AS specifically ECL & EIR Framework on fast-track basis.

The elaborated scope of Ind AS framework is as below

The Bank proposes to implement a comprehensive IND AS-compliant system solution which will be one of the significant system to enable accurate financial reporting, regulatory compliance, and robust governance in line with:

- IND AS as notified under the Companies (Indian Accounting Standards) Rules
- RBI circulars and supervisory expectations for banks
- ICAI guidance notes and industry best practices

The Selected bidder shall be responsible for end-to-end implementation of an IND AS system, including but not limited to:

- Functional design and gap assessment
- Solution architecture and system configuration
- Data extraction, transformation, and loading (ETL)
- Transformation and user acceptance testing and validation
- Change management, training, and go-live support
- Post-implementation support and handholding
- Compliance to regulatory requirements

4.1 IND AS Coverage

The solution should support all relevant IND AS applicable to banks, including but not limited to:

- IND AS 109 – Financial Instruments
- Classification & Measurement
- Effective Interest Rate (EIR) computation
- Expected Credit Loss (ECL) including Stage 1, 2, 3
- Loans to Employees

The Bidder shall prepare BRD for other Ind AS as below –

- IND AS 107 – Financial Instruments: Disclosures
- IND AS 32 – Financial Instruments: Presentation • IND AS 113 – Fair Value Measurement
- IND AS 1 – Presentation of Financial Statements
- IND AS 8 – Accounting Policies, Changes in Accounting Estimates and Errors
- Approach for accounting for leases as per Ind AS 116
- Approach for segmental reporting as per Ind AS 108
- Approach for reporting revenue from customer contracts as per Ind AS 115
- Approach for Ind AS 24- Related Party disclosure

- Approach for Ind AS 113- Fair valuation measurement
- Approach for Ind AS 102- Shared based payments
- Approach for Ind AS 19- Employee Benefit
- Approach for Ind AS 12- Income tax
- Approach for Ind AS 33- Earning per share
- Detailed project plan with milestones
- Dependency and risk assessment
- Go-live strategy and cut-over plan
- Hypercare support post go-live
- Ongoing application support (AMS) for an agreed period
- Support for regulatory changes / amendments to IND AS
- Any other IND AS (to the extent applicable to banks)

4.2 Framework scope of work for Ind AS 109

Development of Ind AS 109 framework for the bank based on RBI/IFRS9 guidelines covering the following:

- Approach for Classification Rules
- Identify Fee & charges to be amortized
- Approach for transition state
- Approach for EIR calculation for different financial assets
- Approach for Identification and calculation of EIR recalculation events
- Approach for calculation of Interest accrual on stage-1, 2 & 3 assets
- Approach for calculation of NPV for Restructured Assets
- Approach for calculation of treatment of staff loans at concessional rates
- Segmentation & classification of eligible portfolio
- Low Credit Risk Expedient
- Definition of default
- Cross Default Criteria
- Significant Increase in Credit Risk (SICR) at qualitative as well as quantitative assessment
- Development/recalibration and hosting of PD, LGD and CCF models designed for ECL estimation under IFRS9/RBI guidelines
- Use Macro-Economic Variables (MEVs) –for arriving at PIT-PD and using it for ECL calculation.
- Amortization of EAD schedule, fees & charges.
- Disclosures as per RBI guidelines

4.3 Expected Credit Loss (ECL) Framework

The solution shall provide the following functional capabilities.

Data Sourcing, Integration and Staging Area

- Ingest and hold loan- and facility-level data, repayment and delinquency history, collateral and guarantee data, recovery and restructuring records, internal/external ratings, bureau attributes, exposure and limit data, investment/treasury data, GL balances and macroeconomic variables.
- Maintain a staging area / input data model at the required granularity (customer, borrower, facility and account level), holding month-end snapshots and the required history depth.
- Support ingestion from multiple source systems (CBS / Finacle, loan origination, collateral, treasury, GL and external feeds) via file-based and database interfaces.
- Provide configurable data validation and quality checks, exception identification and exception-handling workflow on ingested data.
- Reference and master data management: rating scales, product master, segment master, currency, and mapping/cross-reference tables, with effective-dating and versioning.
- Should be able to store minimum 7 years of data to support ECL modelling

Portfolio Segmentation

- Provide a configurable segmentation engine to define homogeneous risk pools by product, asset class, customer type, rating grade, geography and other attributes.
- Provide flexibility to define different segmentation schemes for different ECL areas, i.e. PD, LGD, EAD, EIR etc

Staging and SICR

- Support three-stage classification (Stage 1, 2, 3) consistent with the RBI Directions and Ind AS 109.
- Configurable SICR assessment rules: quantitative triggers (PD deterioration, rating migration), qualitative triggers, the 30-DPD rebuttable presumption / DPD backstop, restructuring and watchlist flags.
- Support qualitative and quantitative staging criteria (in line with RBI guidelines Annex 1)
- Support staging at facility level and borrower level, including borrower-level Stage 3 classification across all facilities of the borrower (contagion).
- Configurable cure criteria, cooling-off periods and transfer logic between stages; flagging and treatment of POCI assets.
- Allow staging overrides with mandatory rationale, maker-checker approval and audit trail.

Risk-Parameter Modelling (PD, LGD, EAD / CCF)

- Features to develop, test, validate, deploy and monitor all types of ECL models. Its mandatory that the platform should support full suite of ECL model development and the models should be hosted in the proposed solution
- PD: support 12-month and lifetime PD, PD term structures, through-the-cycle and point-intime PD, rating/scorecard-based PD and transition (migration) matrices.
- LGD: support LGD for secured and unsecured portfolios, collateral valuation and haircuts, cure and recovery treatment, and downturn LGD.
- EAD / CCF: support EAD for drawn and undrawn, revolving and non-revolving facilities, including credit-conversion factors for off-balance-sheet exposures (e.g., BGs, LCs).
- Support multiple, configurable modelling approaches (e.g., cohort / roll-rate, Markov / transition-matrix, regression-based) selectable by segment.
- Apply the Minimum Loss Floor (MLF) and any prudential floors by asset class.
- Model-parameter management: store, version and effective-date model parameters and coefficients; support import of externally developed model parameters; support champion/challenger comparison.

Forward-Looking Information and Macroeconomic Scenarios

- Support multiple macroeconomic scenarios (base, upside, downside) with configurable probability weights.
- Maintain macroeconomic variables and configurable relationships linking them to PD/LGD parameters.
- Compute probability-weighted ECL across scenarios; support sensitivity and what-if analysis on scenarios and weights.

ECL Computation

- Compute 12-month and lifetime ECL by stage at facility/account level, aggregated to segment, portfolio and entity level.
- Discount expected losses at the EIR; apply EAD/amortization profiles and expected (behavioral) life.
- Support cash-flow, forward-exposure and roll-rate computation methods, configurable by segment.
- Support scheduled (batch) and on-demand computation, recompute and what-if runs, with comparison against the prevailing IRACP provision.

Management Overlays / Post-Model Adjustments (PMA)

- Apply management overlays / PMAs at portfolio, segment or account level with mandatory rationale, approval workflow and audit trail.
- Track overlay ageing, basis and sign-off status, and report overlays separately within ECL outputs.

EIR Computation

- Compute the Effective Interest Rate incorporating integral fees, commission and costs, and amortize them over the expected life.
- Fee/cost taxonomy: configurable identification and bifurcation of EIR-eligible versus non-EIR eligible transaction costs.
- Recognize interest income on the appropriate basis by stage (gross carrying amount for Stage 1/2, net for Stage 3) and credit-adjusted EIR for POCI.
- Re-estimate EIR on modification/prepayment and compute catch-up adjustments; generate the related accounting entries and unwind of discount.

Accounting, GL Integration and Reconciliation

- Generate ECL provision and EIR accounting entries and map them to the Bank's chart of accounts.
- Provide ECL-to-IRACP-to-GL reconciliation and period-end close support, with control totals and variance reporting.

ECL model risk management

- Provide end to end features to comply with the Model risk management requirements for ECL models as specified in the RBI guidelines.
- The platform should have features for model inventory, end to end model risk management, model monitoring, model validation features
- Support model risk tiering based on the Banks model risk policy

ECL Analytics, Reporting and Disclosures

- Generate the RBI-mandated ECL disclosures and the prescribed regulatory reporting formats.
- Support various types of complex analytical dashboards for ECL management at the Bank. Dedicated CRO, CFO, Business head, Board and CEO dashboards should be made available
- All RBI mandated public disclosures and RBI report submissions should be out of the Box.
- Provide ECL movement / bridge / attribution analytics, stage-migration matrices, coverage ratios and parameter (PD/LGD/EAD) analytics.
- Provide back-testing, sensitivity and scenario-analysis reporting.
- Provide a configurable report builder with scheduling, export (PDF/Excel/CSV) and role-based dashboards for the CRO, CFO, business heads and the Board

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Workflow, Governance and Run Management

- Provide maker-checker and configurable approval workflows for ECL runs, overlays, parameter changes and staging overrides.

- Provide run management — scheduling, versioning, sign-off, and freeze/lock of a reporting period once finalized.
- Provide a model inventory and model-governance support, including validation and monitoring status tracking. The system should support:

- ECL computation for all relevant portfolios like Loans, advances, trade receivables, lease receivables, investments, Loan commitments, including undrawn commitments, off-balance sheet exposures.
- Configurable PD, LGD, EAD parameters at account and borrower level
- Support for point-in-time (PIT) and through-the-cycle (TTC) PD models
- Simplified Approach for ECL calculation – Trade/lease receivables
- Stage classification logic with SICR assessment including quantitative and qualitative triggers
- Segmentation of Exposures
- Computation of specific provisions, general provisions (Stage 1 & 2), additional provision in special cases like fraud etc.
- Provision for unhedged foreign currency exposures (UFCE)
- Special case handling: agriculture, consortium lending, guarantees, government-guaranteed accounts, derivative exposures
- Cure period monitoring and upgrade eligibility assessment.
- Prudential ECL provision floors, including product-wise, stage-wise, secured/unsecured and Stage 3 duration-based provisioning requirements.
- Regulatory PD floor, LGD backstop and EAD/CCF treatment for funded, non-funded and off-balance sheet exposures.
- Collateral eligibility, secured/unsecured exposure computation, and recovery cash flow treatment.
- Model monitoring, recalibration and validation support
- Post-implementation back-testing.
- Integration of macroeconomic variables and scenario-based (base, optimistic, adverse) probability-weighted provisioning.
- Forward-looking macro-economic overlays
- Audit trail and override management • Reconciliation with Core Banking System (CBS)
- Disclosures as per Regulatory requirements.
- MRM control requirements as mentioned in the final guidelines
    - Model inventory
    - Tiering of models
    - Independent validation
    - Ongoing monitoring

    - Third-party model governance
    - Board & Audit Committee oversight
- Supporting the bank in the transition accounting related to adjustments as per Ind AS 109 and regulatory capital treatment
- Support for first-time adoption adjustments
- Setting up borrower-level staging rules under ECL
- Derivatives and Hedge Accounting
- The solution should have modelling engine, reporting capabilities and analytical capabilities.
- Automated interest income reversal upon NPA classification

4.4 Financial Instruments & Fair Valuation

The solution must:

- Enable classification into Amortized Cost, FVOCI, FVTPL
- Enable Effective Interest Rate (EIR) computation engine for all instruments
- Accrual-based income recognition for standard assets; cash-basis recognition for NPA/Stage 3 accounts
- Credit-adjusted EIR for POCI assets
- Income recognition for restructured and resolved accounts
- Loan portfolio

4.5 Valuation of the below items will be provided as an input by Bank Treasury System

- G-Secs, T-Bills, bonds, derivatives, equities
- Derivative exposures
- Integrate with external valuation / market data providers (if applicable)
- Maintain valuation hierarchy (Level 1, 2, 3)
- Capture day-one gains/losses where applicable

4.6 System Architecture & Integration

The solution shall meet the following technical requirements.

- Support the Bank's preferred deployment model (on-premises and/or private cloud) in line with the Bank's IT and information-security policies.
- Provide a scalable, modular and configurable architecture (favoring configuration over customization), with high availability and disaster recovery.
- Demonstrate performance and scalability appropriate to the Bank's portfolio volumes and required computation windows.

- STP (Straight Through Processing) and integrate with:
  - Core Banking System (CBS)
  - Treasury / Investment systems
  - Loan Management Systems
  - GL and Finance Systems
  - Data Warehouse / MIS platforms
  - Support batch and/or API-based integration
  - Proposed system would be subject to annual audit requirements.

4.7 Data Management & Migration

Scope includes:

- Provide a robust, documented data model at the required granularity, with historical data retention, archival and purging policies.
- Provide a data-quality framework with configurable validation rules and exception management.
- Data requirement definition and source system mapping
- Historical data extraction and cleansing required for proposed solutions implementation
- Data migration for:
  - Opening IND AS balances
  - Comparative periods (as required)
  - Data validation and reconciliation reports

4.8 Reporting & Disclosure

The solution must support:

- IND AS-compliant financial statements:
  - Balance Sheet, P&L, OCI, Cash Flow, Notes, Disclosures, Accounting Policies
  - Regulatory reporting requirements aligned to RBI
- Disclosure schedules for:
  - ECL
  - Fair value hierarchy
  - Risk disclosures
  - Any other disclosures required by Ind AS, RBI regulations or as per companies act relevant for Ind AS complied Financial Statements.
- Configurable MIS and management dashboards
- Reconciliation with General Ledger (GL) entries for provisioning amounts

- Reconciliation of the opening balance with the closing balance of the loss allowance for Loans/Investments/Loan Commitments/Financial Guarantee Contracts/other financial instruments
- Computation of CET1 capital and transitional adjustments
- Drill-down and audit trail capabilities

4.9 Governance, Controls & Auditability:

The solution should provide:

- Role-based access controls
- Maker-checker workflows
- Complete audit trails for:
- Data changes
- Model parameter changes
- Manual overrides

4.10 Training & Change Management Scope includes role-based training programs for:

- Finance & Accounts
- Risk & Credit
- Treasury
- IT and System Admins
- User manuals/SOP documentation
- Knowledge transfer to bank teams

4.11 Implementation Timeline & Milestones

The bidder shall propose:

- Detailed project plan
- Dependency and risk assessment
- Go-live strategy and cut-over plan

4.12 Post-Implementation Support

Following go-live, the bidder shall provide the following support.

- Bidders shall describe their support model, team and service levels. Warranty

- Provide a defect-free warranty period following go-live (the Bank's required minimum to be confirmed), during which all defects are rectified at no additional cost.
- Annual Maintenance and Technical Support
- Technical maintenance: bug fixes, patches, version upgrades and security updates, with environment, performance and capacity monitoring and tuning, and periodic DR drills.
- Functional Support of ECL/EIR/ Other Adjustments Runs
- Provide functional support for the periodic (quarterly) ECL, EIR and other adjustment runs, including period-end / financial-close support, run troubleshooting and result-reconciliation support.
- Incident and Service Management (SLAs)
- Provide a helpdesk and ticketing mechanism with severity-based SLAs (response and resolution times), an escalation matrix and periodic service reviews.
- Enhancements and Change Requests
- Provide a change-request mechanism for enhancements (effort-based or retainer), including minor enhancements within the support arrangement.
- Knowledge Support and Audit Assistance
- Maintain updated documentation, provide knowledge transfer, and support internal, statutory and regulatory audits and inspections relating to the platform.
- The bidder shall provide:
    - Hypercare support post go-live
    - Ongoing application support (AMS) for an agreed period
    - Support for regulatory changes / amendments to IND AS

4.13 Testing & Acceptance

The bidder is responsible for:

- Unit testing and system integration testing
- User Acceptance Testing (UAT) support
- Performance and volume testing

4.14 Parallel Run & Transition Support

The bidder shall facilitate:

- Parallel run of IGAAP and IND AS during transition
- Reconciliations between IGAAP and IND AS numbers
- Support for first-time adoption adjustments

- The said software provider will provide us with the support during audits by various agencies/regulator.
- And also, necessary integration with ERP Solution to be done.
- All the guidelines issued by the regulator/competent authority from time to time will have to be customized in the system.

Note:

- The development/recalibration exercise shall be in tune with industry's best practices within the data constraints faced by the bank. Also, priority should be given to implementation of ECL models as implementation of the solution shall start with ECL framework implementation first.
- The solution shall accommodate all regulatory guidelines with regard to Ind AS if not summarized in the above scope.

4.15 Non-Functional Requirements

- Integration Application Requirements
- Ability to integrate to support batch operation
- Integrator's support for scheduling and defining of jobs
- General IT related Requirements
- Audit trail of all the activities should be maintained.
- Export of reports and inquiries into different formats like Word, Excel, PDF, Text, CSV and HTML.
- Type of import and export capabilities available for creating customized data feeds.
- System should support Single Sign-on (SSO).
- Solution should be compatible with Cloud (PaaS) deployment.
- Security / Audit Trail
- The system should enable profiling of users and definition of control levels and passwords
- The supplied application software must be secured against cyber/ virus attacks (TLS/HTTPS for all Web portals).
- All Error messages must be logged. It should be possible to look up on- line (by error message number or by alphabetical list) all error messages reported by the system, to determine their meaning and the appropriate corrective course of action. Error messages or events of a certain severity level should be immediately notified automatically by email.

- System should provide auditable management of User-ids, access rights and passwords, logins, activities etc.
- Maintenance of a secure, auditable log of access to the system, identifying user-id, date, time, functions accessed, operations performed.
- Ability to provide comprehensive Audit trail features such as:
- Daily activities log merged into the history log file/s
- Date, time and User stamped process list for different processes.
- Provision for daily activity report/s to highlight all the processes Invoked
- Provision for recording of all unsuccessful login attempts

OEM Scope *

Bidder should work with OEM to deliver following scope of work –

- Review design document.
- Review solution Batches/Reports performance and arrange requisite Solutions/Patches.
- Review of solution deployed Architecture.
- Guidance on solution compatibility with cloud environment.

*This section is only applicable when Bidder is non-OEM

4-Year AMC Scope

1. Support engineers should be responsible for maintenance of test & production environment (DC & DR), customization, development, minor logic changes, reports requirements, resolving any technical, operational and reconciliation related issues either with solution or application deployment, support day-to-day activities and any back-end activities etc.
2. Support engineers should be responsible for smooth running and performance tuning of various batch jobs for RBI regulatory and Management reporting Batches and any other Batches created during the contract period.
3. Support engineers will also be responsible for solution administration work like - user creation, user deletion and assigning/revoking rights to user, solution Bug reporting to OEM and implementation of resolution thereof, implementing solution in production after testing the solution in UAT.
4. Support engineers should be responsible for including but not limited to DC to DR cut-over, App / Data Backups, Restoration, Application Patches / Upgrades, User Access Review, resolution of VAPT /SCD, IS Audit observations, integration with Bank's all security solutions (SIEM, PIM, DAM etc.), Active Directory and other IT solutions for proposed solutions, Reporting application and DB servers.

5. Any change in logic, customization/enhancement in any of the modules due to regulatory/ law enforcement or bank's policy change will be required.
6. Bidder will have to meet all the requirements described in this RFP and carry out all customizations or development work as maybe required by the Bank at no additional charge/fees/expenses.
7. Two L2 resources shall be deployed on-site by the successful bidder, initially for a period of two years extendable by another two years at the already agreed upon cost. The Location of work will be CHQ, Srinagar.

8. The resources deployed shall be supported by the OEM/SI backlining support for resolution of issues in case the resolution is not provided by the on-site resources.

Training

Bidder will be responsible for 10 days yearly training of the Bank's employees in the areas of parameterization, implementation, migration, operations, management, error handling, system administration, etc. The training should at least cover the following areas:

a. Functionality available in the solution
b. Customization development
c. Parameterization
d. Data Migration (data mapping, field validations, default values, gaps in data migration, manual data entry programs etc.)
e. Impact analysis
f. Techniques of generating various MIS/EIS reports from the solution provided
g. System and Application administration
h. Log analysis and monitoring

No additional cost for Training shall be paid by the bank as it must be factored in the implementation cost. Other items within scope

Infra Platform Agnostic:

Proposed solution should be capable for hosting On-prem as well as On Cloud Infra.

Bidder will be responsible to bring in a technology agnostic ETL & data streaming tool for the proposed solution with below capabilities:

- Parallel Extraction from multiple data sources
- High speed data transmission between the systems.
- Compatible to integrate with On-prem Solutions/Clouds Solutions, data warehouse & data lakes.

- Inbuilt connectors for data extraction & streaming
- Tool should be able to connect & extract data from all prominent Databases (like Oracle, DB2, MS-SQL server, MySQL etc)
- Tool shall be used entire TCO of the project.

In addition to the above, the following activities would be in scope of the Bidder:

Documentation

For any enhancements Bidder should make a detailed solution design documentation in line with the requirements and signed off with the Bank. Provide module wise updated user manual.

- Provide complete documentation for all new developments including logic used, methodology etc. as per regulatory and audit requirements.
- Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.
- Network architecture diagram preparation.
- Root Cause Analysis (RCA) of the incidents and reporting of Security incidents.
- Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the services/Operations.
- SLA Maintenance / Management, Utilization reports of all components of solution Application should be provided on monthly basis.

Business Continuity Requirements

- Data replication between DC & DR is imperative and the replication design must be as agreed by the bidder with the bank.
- Periodic DR drills must be conducted as per bank's policy in order to test the readiness and effectiveness of the business continuity plan. In Addition, the bank may require DR cut-over. The bidder must perform the same as and when stipulated by the bank to meet the BCP/ regulatory requirements.
- The entire environment at disaster recovery site shall be maintained as a full working copy of primary data center.
- The Bidder must ensure that the RTO & RPO requirements, as per Bank's BCP, are adhered. Thus, the Bidder must ensure the replication across the solution is maintained as per the requirements of the RFP.

Infrastructure Sizing

The proposed solution shall be hosted on the Bank's on-premise infrastructure at bank's Data Centre. The Selected vendor must design the solution with high availability & secure infrastructure in Data Centre as per Industry accepted security standards and best practices. Selected bidder shall provide sizing for required hardware, middleware and software for app, web, DB layers and storage for both DC and DR sites. The sizing should be provided to handle the load efficiently without any degradation in the services throughout the contract period of 5 years.

For the purpose of Infrastructure sizing, Bidder shall submit an architecture document detailing the below solution environments, internal connections and their components (Bill of Materials), as part of technical bid. The Solution architecture should be built considering the information set out in this RFP, solution specific requirements and following solution environments:

1. UAT/Dev/Testing Environment
2. Production (High Availability) - Primary Data Centre Environment
3. Disaster Recovery Environment

Successful Bidder shall provide the infrastructure requirement for On-premises deployment of the solution for a period of 5 years.

The infrastructure details should include the following:

All hardware components required necessary for enterprise level implementation of the solution such as Servers/Load Balancers/Storage/Network Components etc., and any other peripheral devices. Bank shall provide the required Hardware Components.

All software components of the solution such as Application/Web App/Middleware/Backup/Archival and Licenses.

Software components like DB/Middleware to be factored under the proposed commercial rates

Note: - In case the solution uses database and Middleware as Oracle, same shall be provided by Bank itself, for databases other than Oracle the cost has to be factored in the commercials & genuineness certificate has to be provided to the Bank.

Escrow Arrangement

Bidder has to agree to keep source code of proposed solution with approved / recognized escrow agency under escrow arrangements mutually acceptable to the bank and Bidder for entire project period. Cost of the escrow arrangement to be borne by Bank. Contract will be signed on mutually acceptable terms with bank, successful bidder and escrow agent

5. Location of Work

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

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

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

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

6. Invitation for Tender Offer

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

The prospective bidders are advised to note the following: The interested bidders are required to submit the Non-refundable RFP Application Fees of ₹2,500 by way of NEFT, details of which are mentioned at clause of Earnest Money Deposit in Part C.

1. Bidders are required to submit Earnest Money Deposit (EMD) for ₹100,00,000/- (Rupees One Crore 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.

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

7. Project Delivery Milestones

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

PROJECT PHASES:

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

1. PROJECT PLAN:

Successful Bidder shall submit the project plan for complete implementation of the solution as per the Scope of Work detailed in this RFP along with Solution Architecture, DFD and other required documents. This plan should be submitted for review and bank's acceptance within two weeks after the issuance of PO to the successful bidder.

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

2. PROJECT MILESTONES & DELIVERY

The solution must be implemented as per project scope within a period defined in this RFP. Rollout of the solution has to be as per the below timelines:

The schedule of delivery and activities towards implementation of the project is given below:

Stage	Specification	Months	Months Cumulative
Phase 1: Part 1(INDAS covering ECL & EIR)			
1.	Issuance of PO		Day 1
2.	Signing of Agreement (Execution shall be parallel to Implementation).		Within 30 days from the date of issuance of PO

3.	Finalization of Functional Requirement Specification (FRS) / Business Requirement Document (BRD) of Ind AS 109 1. ECL 2. EIR	0.5	0.5 Month
4.	Design Finalization of Ind AS 109 ECL	0.5	
5.	Design Finalization of Ind AS 109 EIR		1.0 Month
6.	Build of Ind AS 109 (ECL & EIR)	1.5	2.5 Month
7.	UAT of Ind AS 109 (EIR & ECL)	1.0	3.5 Month
8.	Go-live of Ind AS 109 (EIR & ECL)	0.5	4.0 Month
Phase 1: Part 2(Other INDAS Framework as per SOW)			
1.	Finalization of Functional Requirement Specification (FRS) / Business Requirement Document (BRD) of Ind AS	0.5	0.5 Month
2.	Design Finalization of Ind AS	0.5	1.0 Month
4.	Build of Ind AS	3	4.0 Month
5.	UAT of Ind AS	1.0	5.0 Month
6.	Go-live of Ind	1.0	6.0 Month
Phase 2:			
1.	1. Finalization of Business Requirement Document (BRD) of TPM, MDP & CA		
	2. Functional Requirement Specification (FRS) of TPM, MDP & CA	2	2 Month
2.	Design Finalization of TPM, MDP & CA	1	3 Month
3.	Build of TPM, MDP & CA	3	6 Month

4.	User Acceptance Test (UAT) of TPM, MDP & CA	2	8 Month
5.	Go-live of TPM, MDP & CA	1	9 Month
Phase 3:			
1.	Finalization of Business Requirement Document (BRD) of Basel Computation & MRM Functional Requirement Specification (FRS) of Basel Computation & MRM	2	2 Month
2.	Design Finalization of Basel Computation & MRM	1	3 Month
3.	Build of Basel Computation & MRM	3	6 Month
4.	User Acceptance Test (UAT) of Basel Computation & MRM	2	8 Month
5.	Go-live of Basel Computation & MRM	1	9 Month

- Please note that maximum expected time frame of the project to Go-live is 9 Months from the date of issuing purchase order.
- Bidder to plan project deliveries parallelly to meet timelines with special thrust on timely implementation of INDAS.
- Phases 1, 2 & 3 will run parallelly and all milestones are from date of PO

Successful bidder is expected to provide detailed project implementation status on weekly basis and project steering meetings on monthly basis.

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/Performance Guarantee.

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

1. EXTENSION OF DELIVERY SCHEDULE:

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

2. NON-DELIVERY:

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

3. USER ACCEPTANCE TESTING:

Successful bidder shall assist Bank in the User Acceptance Testing of the solution for the functionalities stated in this RFP document. Bank shall issue a UAT signoff on successful completion of the UAT for all channels. If the UAT fails or there is undue delay of the completion of the UAT due to reasons attributable to the successful bidder, Bank may at its own discretion cancel the purchase order and invoke the Bank guarantee for implementation.

4. OPERATIONALIZATION OF SOLUTION:

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

5. REVIEW:

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

B-EVALUATION PROCESS

The endeavor of the evaluation process is to find the best fit Solutions as per the Bank's requirement at the best possible price. The evaluation shall be done by the Bank's internal committees formed for this purpose. Through this RFP, Bank aims to select bidder(s) /Service provider(s) who would undertake **Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution (INDAS) Basel Capital Computation Solution and Model Risk Management.** The bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP. The bidder is expected to commit for the delivery of services with performance levels set out in this RFP.

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

Stage A. Evaluation of Eligibility

Stage B: Technical Evaluation

Stage C. Commercial Evaluation

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

Stage A-Evaluation of Eligibility

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

Stage B-Evaluation of Technical Bid

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

The Bank reserves the right to evaluate the bids on technical and functional parameters, including visit to inspect client site/s of the bidder and witness demos of the system and verify functionalities, response times, etc. The Bank will do the evaluation on the responses provided by the bidder. The conclusion of technical evaluation made by the bank is final and indisputable

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

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

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

Stage C-Evaluation of Commercial Bid

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

i. Under the CQCCBS, technical proposals will be allotted a weightage of 70%, while financial bids, will be allotted a weightage of 30%.

ii. The proposal with the lowest cost will be given a financial score of 100, and other proposals will be given financial scores inversely proportional to their prices.

iii. The total score, encompassing both technical and financial aspects, shall be obtained by weighing the quality and cost scores and summing them up.

Highest Point's Basis:

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

Technical Evaluation:

The technical score will be calculated as follows

$$\textbf{Weighted Technical Score} = \frac{\textbf{Bidder's Technical Score}}{\textbf{Highest Technical Score}}$$

The technical score will carry a weightage of 70%.

Commercial Evaluation:

The commercial score will be calculated as follows:

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

The commercial score will carry a weightage of 30%.

Final Evaluation and Selection:

Final Combined Score Formula:

Final Score = [Weighted Technical Score × 70] + [Commercial Score × 0.30]

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

Example Procedure

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

The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Technical Score	Quoted Cost
A	80	Rs 120
B	75	Rs 100

C	90	Rs 110

The evaluation committee examined the proposals and evaluated shall take place as under:

Proposal	Technical Score	Highest Technical Score	Weighted Technical Score	Commercials Quoted	Lowest Commercial Bid	Commercial Score	Final Combined Score	Final Rank
A	80	90	0.88	Rs.100.	Rs.100	100	(0.88 x 70] + (100 x 0.30) = 91.6	H2
B	75		0.83	Rs.110		90.90	(0.83 x 70) + (90.90 x 0.30) = 85.37	H3
C	90		1.00	Rs.120.		83.33	(1 x 70) + (83.33 x 0.30) = 94.99	H1

Proposal C at the evaluated cost of Rs.120 was, therefore, declared as winner H1 and recommended for negotiations/approval, to the competent authority.

C-RFP SUBMISSION

1. e-Tendering Process

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

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

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

2. Service Provider:

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

Help Desk:

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

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

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

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

3. RFP Fees

The non- refundable RFP application fee of Rs 2,500/- is required to be paid by the prospective bidders through NEFT as per the following details:

Bank Details for RFP Fees	
Account Number	9931530300000001
Account Name	Tender Fee / Cost Account
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR 2,500/=

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

4. Earnest Money Deposit

Prospective bidders are required to submit Earnest Money Deposit (EMD) of INR 100,00,000 (Rupees One Crore Only). The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank in India (other than Jammu & Kashmir Bank). The Bank will not pay any interest on the EMD. The bidder can also submit the EMD through NEFT as per the following details:

Bank Details for Earnest Money Deposit	
Account Number	9931070690000001
Account Name	Earnest Money Deposit (EMD)
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR 100,00,000/=

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

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

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

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

Note: EMD is exempted for all Start-ups as recognized by DPIIT/DIPP. In case of such exemption, relevant documents/proof is to be submitted with Bid.

The EMD made by the bidder will be forfeited if:

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

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

5. Performance Bank Guarantee (PBG)

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

6. Tender Process

i. Three-stage bidding process will be followed. The response to the tender should be submitted in three parts: Eligibility, Technical and Commercial Bid through online e-tendering portal with a tender document fee and EMD details mentioned above.

ii. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the RFP. Any Bid, which stipulates conditions contrary to the terms and conditions given in the RFP, is liable for rejection. Any decision of Bank in this regard shall be final, conclusive and binding on the Vendor.

iii. Bank reserves the right to call the successful bidder for a price negotiation.

iv. This contract shall initially be awarded for a period of five (5) years from the date of signing. Prices quoted will remain same during the contract period of 5 years. Six (6) months prior to the contract's expiration, the Vendor shall engage with the Bank to confirm whether the Bank intends to extend the contract. If the Bank opts for an extension, the Vendor shall mandatorily extend the contract for up to two (2) additional years, ensuring uninterrupted service delivery. The terms and conditions for service delivery shall remain unchanged; however, the Bank reserves the right to negotiate and finalize the commercial rates for the extended period through mutual discussion. The Vendor shall not unilaterally withdraw from or refuse the extension if exercised by the Bank. In the event the Bank decides not to extend the contract, the Vendor shall provide all necessary support, documentation, and assistance to ensure a smooth and structured transition.

v. Successful Bidder (H1) shall submit to the Bank the price breakup for the bid amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank, the Bank reserve the right to reject the H1 Bidder’s Bid and make procurement from the H2 or H3 Bidder.

vi. Bank will enter in to contract with the H1 bidder(s) (in normal cases). Rates fixed at the time of contract will be non-negotiable for the whole contract/SLA period and no revision will be permitted subject to Bank review. This includes changes in taxes or similar government decisions.

vii. 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.

viii. If any of the shortlisted Vendors are unable to fulfil the orders within the stipulated period, Bank will have the right to allot those unfulfilled orders to other participating vendors, after giving 15-days‟ notice to the defaulting Vendor. Also, during the period of the contract due to unsatisfactory service, Bank will have the right to cancel the contract and award the contract to other participating vendors.

7. Bidding Process

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

a. Confirmation of Eligibility Criteria
b. Technical Bid
c. Commercial Bid (CB).

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

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

xiii. Prices quoted should be exclusive of GST.

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

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

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

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

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

8. 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.

9. Bid Validity Period

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

ii. Price quoted by the Bidder shall remain valid for duration of 06 calendar months from the date of conclusion of RFP.

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

10. Bid Integrity

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

11. Cost of Bid Document

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

12. Contents of Bid Document

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

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

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

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

13. Modification and Withdrawal of Bids

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

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

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

14. Payment Terms

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

The terms of payments will be as follows against the achievement of various milestones

Phase 1: Indian Accounting Standard Solution

Phase 1(INDAS Implementation Cost)	
Part 1: ECL & EIR Implementation	Part 2: Other INDAS Implementations
70% of INDAS Implementation cost shall be made in a proportionate manner on achieving milestones of the Part1(INDAS covering ECL & EIR)	30% of INDAS Implementation cost shall be made in a proportionate manner on achieving milestones of the Part2(Other INDAS Framework Implementation)

Part 1: INDAS covering ECL & EIR Implementation

Milestone	License Cost	Implementation Cost
Business Requirement Document Sign off	30% of License Cost	15%
Design Sign off	-	10%
SIT sign off / UAT Commencement	-	10%
UAT Sign off	20% of License Cost	15%
Go Live Sign off/ Training	20% of License Cost	25%
Stabilization period after 3 months of Go-Live & DR setup		25%

Part 2: Other INDAS Framework Implementation

Milestone	License Cost	Implementation cost
Business Requirement Document Sign off		15%
Design Sign off		10%
SIT sign off / UAT Commencement		10%
UAT Sign off		15%
Go Live Sign off/ Training	10% of License Cost	25%
Stabilization period after 3 months of Go-Live & DR setup		25%

Phase 2: Transfer Pricing Mechanism (TPM) including Multi-dimensional Profitability (MDP) & Cost Allocation

Milestone	License Cost	Implementation cost
Business Requirement Document Sign off		15%
Design Sign off		10%
SIT sign off / UAT Commencement		10%
UAT Sign off		15%
Go Live Sign off/ Training	10% of License Cost	25%
Stabilization period after 3 months of Go-Live & DR setup		25%

Phase 3: Basel Capital Computation Solution Model and Model Risk Management (Implementation cost for both will be considered)

Milestone	License Cost	Implementation cost
Business Requirement Document Sign off		15%
Design Sign off		10%
SIT sign off / UAT Commencement		10%
UAT Sign off		15%
Go Live Sign off/ Training	10% of License Cost	25%
Stabilization period after 3 months of Go-Live & DR setup		25%

Milestone	**Payment Term**
AMC/ATS (post completion of warranty period)	Quarterly in arrears
On-site resource payment	Quarterly in arrears
ATS (DB/Middleware)	Yearly in advance.
Manday Cost (For additional changes post Successful go live of all modules)	Quarterly in arrears (As per actuals)
DB/Middleware Cost- if any (other than Oracle)	100% on delivery and installation

The terms of payments will be as follows:

(i) Post Signing of Service Level Agreement (SLA) & (NDA) between Bank and Successful bidder.
(ii) No advance payment will be made on award of the contract.
(iii) All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
(iv) Payments will be withheld in case of Non-compliance of the terms and condition of this RFP.

(v) Invoices shall be raised after completing the milestone & confirmation/sign-off of same by the Bank.
(vi) The payment will be made against the invoices duly signed by the Bank officials.
(vii) The Penalty, Liquidated Damage (LD) will be deducted subject to service level agreement of this RFP. Payment will be released after deducting the applicable penalties i.e., SLA, LD, etc., if any.

D-GENERAL TERMS & CONDITIONS

1. Standard of Performance

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

2. Indemnity

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

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

The Successful bidder shall be responsible for any loss of data, loss of life etc. due to acts of its representatives, and not just arising out of negligence or misconduct, as such liabilities pose significant risk. It is hereby agreed that the above said indemnity obligations shall apply notwithstanding anything to the contrary contained in this Tender document and subsequent Agreement and shall survive the termination of the agreement for any reason whatsoever. The Successful bidder will have sole control of its defence and all related settlement negotiations

3. Cancellation of Contract and Compensation

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

a. The selected Bidder commits a breach of any of the terms and conditions of the RFP/contract.
b. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
c. Delay in completion of Supply, Installation of Project Deliverables.
d. Serious discrepancies noted in the inspection.
e. Breaches in the terms and conditions of the Order.
f. Non submission of acceptance of order within 7 days of order.
g. Excessive delay in execution of order placed by the Bank.
h. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
i. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

4. Liquidated Damages

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

5. Fixed Price

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

6. Right to Audit

Bank reserves the right of regular and continuous monitoring of the Services provided by the Service Provider and shall conduct an audit/ ongoing audit of the services.

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

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

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

7. Force Majeure

i. The Selected Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

ii. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractors fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, pandemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.

iii. Unless otherwise directed by the Bank in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

iv. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the contractor shall hold consultations in an endeavor to find a solution to the problem.

v. Notwithstanding above, the decision of the Bank shall be final and binding on the successful bidder regarding termination of contract or otherwise.

8. Publicity

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

9. Amendments

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

10. Assignment

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

11. Applicable law and jurisdictions of court

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

12. Resolution of Disputes and Arbitration clause

The Bank and the Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank for **Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution(INDAS) and Basel**

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

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

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

14. 'NO CLAIM' Certificate

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

15. Cost and Currency

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

a) Cost of the equipment/software/licenses specified
b) Installation, commissioning, maintenance, migration charges, hosting charges, if any,
c) Comprehensive on-site software support.
d) Packing, Forwarding and Transportation charges up to the sites to be inclusive.
e) All taxes and levies are for Destinations.

f) Bidder have to make their own arrangements for obtaining road permits wherever needed.

16. No Agency

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

17. Project Risk Management

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

18. Information Security:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Statutory Requirements

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

21. Bidder Utilization of Know-how

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

22. Corrupt and Fraudulent practice

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

23. Solicitation of Employees

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

24. Proposal Process Management

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

25. Confidentiality Provision

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

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

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

26. Sub-Contracting

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

27. Award Notification

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

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

28. Suspension of Work:

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

29. Taxes and Duties:

i. Successful Bidder will be entirely responsible for all duties, levies, imposts, costs, charges, license fees, road permit etc., in connection with delivery of equipment at site including incidental services and commissioning.

ii. Income/Corporate taxes in India: The Successful Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India

iii. Tax Deduction at Source: Wherever the laws and regulations require deduction of such taxes at source of payment, Bank shall effect such deductions from the payment due to the Successful Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Successful Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by Bidder in respect of this contract.

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

Annexure A: Confirmation of Terms and Conditions

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

Dear Sir,

Sub: **RFP No** ………… for **Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution (INDAS) , Basel Capital Computation Solution and Model Risk Management, dated** …………………………

Further to our proposal dated ...., in response to the **RFP for Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution (INDAS), Basel Capital Computation Solution and Model Risk Management**

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

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

Place:

Date: Seal and signature of the bidder

Annexure B: Tender Offer Cover Letter

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

Dear Sir,

Sub: RFP no: __________ for **Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution (INDAS) , Basel Capital Computation Solution and Model Risk Management** dated _____________

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution(INDAS) , Basel Capital Computation Solution and Model Risk Management**

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

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

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

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

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

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

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

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

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

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

Place:

Date:

Seal and signature of the bidder

Annexure C: Details of Bidder

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

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

Date:

Seal and signature of the bidder

Annexure D: Compliance to Eligibility Criteria

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

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

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

Sl. No.	Clause	Compliance (Yes/No)	Documents required
1	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India for the last 3 years as on bid submission date.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2	The bidder should be an Original Equipment Manufacturer (OEM)/ System Integrator (SI) or their authorized representative/distributor in India.		In case of an authorized representative/distributor, a letter of Manufacturer's Authorization Form (MAF) original manufacturer developer must be furnished in original duly signed & stamped.
3	The bidder should have a minimum annual turnover of Rs. 500 Crores per year during the last three financial years i.e. 2023-24, 2024-25 & 2025-26. This must be the individual company turnover and not of any group of companies.		Copy of the audited balance sheet of the company for the consecutive last three financial years (2023-24, 2024-25 & 2025-26) should be submitted along with Chartered Accountant Certificate.
4	The bidder submitting the offer should have positive net-worth for the last three financial years i.e. 2023-24, 2024-25 & 2025-26. This must be the individual company net-worth and not of any group of companies.		Copy of the audited balance sheet of the company for the consecutive last three financial years (2023-24, 2024-25 & 2025-26) should be submitted along with Chartered Accountant Certificate.

5	Bidder should have experience of minimum 3 (Three) years in providing the proposed solution/Services from bid submission date. * Since Ind AS tentative final roll out date is April 2027, IndAS Module can be under implementation phase at client level.		Copy of the order or Engagement Letter and / or Certificate of completion of the work.
6	The proposed solutions* (any 4 out of 6 listed below) should have been implemented by bidder in an integrated instance in any One or more scheduled commercial Bank operating in India each having at least INR 2 lakh crores asset size as on the date of RFP. a. Transfer Pricing Mechanism (TPM) b. Multi-dimensional Profitability (MDP) c. Cost Allocation d. Indian Accounting Standard (Ind AS)* e. Basel Capital Computation Solution f. MRM * IndAS is mandatory among the minimum 4 * Since Ind AS tentative final roll out date is April 2027, IndAS Module can be under implementation phase at client level. This is required to be evidenced in purchase order and further confirmation by client on Bank's letter head or email. Implementations that went Live in the past 5 (Five) years as on date of RFP will be considered for eligibility.		Copy of Purchase Order/Engagement letter issued/signed and implementation Go-live confirmation by the Bank on Bank's letter head or email. In case of email credentials need to be shared with bank for validating the received email.
7	Solution provider should also provide certificate that the solution offered will not go 'End of Sale' in the next two (02) years and 'End of support' for a minimum of six (6) years		Supporting document should be submitted/Email confirmation from OEM. In case of email, credentials/contact numbers need to be shared with bank for validating the received email.
8	Bidder should have well equipped support office in India that provides		Self-Declaration/ Undertaking to this effect along with address

	support and maintenance for the offered solution on all days.		proof to be submitted by the bidder.
9	The Bidder should not appear in any "Caution" list of RBI / IBA/Default/Willful Default/ Red flag Account (RFA)/ Fraud or any other regulatory body for outsourcing activity as on the date of bid submission		Self-declaration to this effect on the company's letterhead should be submitted
10	The bidder should not have been blacklisted by Public Sector/Central Government / State Government(s) / PSUs / RBI / IBA / NPCI or any other Regulatory Authority as on date of submission of bid.		Self-declaration to this effect on the company's letterhead should be submitted
11	There should be no legal proceedings or investigations pending against the bidder.		A Self-Declaration to be furnished by the bidder on the Company's letter head.

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

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

Annexure E: Technical Bid Format

Sno	Criteria	Maximum Marks	Marks
1	Bidder's engagement should be completed or ongoing as on date of RFP for four out of six Modules (TPM/Cost Allocation/Basel Capital Computation/MRM/IndAS and MDP) in a scheduled commercial Bank in India. IndAS is mandatory among the minimum four.	20	5 marks per bank within last three years in proposed solution for a scheduled commercial Bank in India Based on Copy of PO/ Client reference on Bank's Letter Head or official email.
2	The bidder should have a pool of senior resources in the proposed solution implementation team having min 10 years of experience and have at least worked for 2 Banks on proposed solution. List of the resources should be enclosed.	10	10 marks - 10 or more resources 5 marks - 5 or more resources 2 marks - less than 5 resources
3	Bidder's engagement should be ongoing as on date of RFP and should be for four out of six Modules (TPM/Cost Allocation/Basel Capital Computation/MRM/IndAS / MDP) in a single integrated solution on on-PREM model or Cloud model with IndAS as mandatory in a scheduled commercial Bank in India.	15	Each client reference will carry 5 (five) marks. In case of email, credentials/contact numbers need to be shared with bank for validating the received email. Based on Copy of PO/ Client reference on Bank's Letter Head or official email.
4	Capabilities of ETL & Data Streaming Tool for the proposed enterprise solution	10	Committee Evaluation based on capabilities demonstrated during presentation of the proposed solution
5	Successful integration with Finacle Core Banking solution, ERP, Data warehouse, data Lake.	5	More than 2 Banks: 5 marks 2 Banks: 4 marks 1 Bank: 2 marks
6	Presentation of Solution features and capability, in-depth understanding of the Bank project requirements through the technical proposal covering Solution Competence, Project Governance & Timelines, Project Team alignment & Number of Onsite Resources and support availability	30	Committee Evaluation based on capabilities demonstrated during presentation of the proposed solution
7	Site Evaluation	10	Banks Internal team may evaluate the client where the

			proposed solution is implemented whether through physical visit or remotely
	Total	100	

Note:

- For the purpose of evaluation criteria mentioned above, Scheduled Commercial Bank/s having an asset size of INR 2 Lakhs Crore as on date of RFP shall be considered. Bidder must provide the purchase order/engagement letter copy issued and implementation Go-live/ongoing confirmation by the Bank on Bank's letter head or email. In case of email, credentials/contact numbers need to be shared with bank for validating the received email.
- *Since Ind AS 109 tentative final roll-out date is April 2027, Module can be under implementation phase at client level. This is required to be evidenced in purchase order and further confirmation by client on Bank's letter head or email. In case of email, credentials/contact numbers need to be shared with bank for validating the received email.
- Implementations that have been put Live in the past 5 (Five) years as on date of RFP will be considered for scoring

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

Signature and Seal of Company

Annexure F: Commercial Bid Format

The Commercial Bid shall be submitted in the following format:

1. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
2. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

The Commercial Bid shall be submitted in the following format:

<table>
<tr><th colspan="2">Description</th><th>Unit Price in Rupees</th><th>Multiplication Factor (Tentative Qty)</th><th>Total Cost INR (In figures)</th></tr>
<tr><td colspan="2">Software License Cost (DR/DC Cost) (License Cost for five years of solution.)
(Perpetual with one year warranty)</td><td>a</td><td>1</td><td>A=a</td></tr>
<tr><td rowspan="4">One time Implementation fee for end-to-end Solution at DC/DR site as per requirements mentioned under the RFP</td><td>TPM Solution with Cost Allocation & MDP</td><td>b1</td><td>1</td><td rowspan="4">B=b1+b2+b3+b4</td></tr>
<tr><td>Ind AS framework Solution</td><td>b2</td><td>1</td></tr>
<tr><td>BASEL Capital Computation Solution</td><td>b3</td><td>1</td></tr>
<tr><td>Model Risk Management</td><td>b4</td><td>1</td></tr>
<tr><td colspan="2">DB/Middleware Cost if any (other than Oracle) including bundled support for 1year</td><td>c</td><td>1</td><td>C=c</td></tr>
<tr><td colspan="2">Annual Maintenance Cost including Technical support (AMC/ATS) (Year 2 to 5)</td><td>d</td><td>4 Years</td><td>D=dx4</td></tr>
<tr><td colspan="2">ATS cost for DB/Middleware (Year 2 to 5)</td><td>e</td><td>4 Years</td><td>E=ex4</td></tr>
<tr><td colspan="2">Onsite L2 resource (per year per resource cost)
*Two resources to be deployed</td><td>f</td><td>4 Years</td><td>F=fx4x2</td></tr>
<tr><td colspan="2">Additional Customization required in future for Bank ecosystem/solution in addition to scope mentioned in the RFP</td><td>g</td><td>200 Mandays</td><td>G=gx200</td></tr>
</table>

Total Cost for 5 Years	Total(A+B+C +D+E+F+G)
TCO in Words	

Note:

1. All prices must be quoted in INR, exclusive of GST.
2. The prices quoted by the Bidder in this Commercial Bid shall remain firm and locked for the entire duration of the Contract, without any escalation.
3. If a price is left blank or quoted as zero, it shall be treated as “at no cost” or considered to be included in other line items.
4. No additional cost shall be allowed post issuance of the Purchase Order or Letter of Intent.
5. If the proposed solution is compatible with Oracle database and Oracle Web-logic, bank will provide licenses for the same so commercials for the same need not to be factored in.
6. Two L2 resources shall be deployed by the successful bidder. Bank reserves the right to extend the duration of the onsite resources at the same cost during the contract period. The SOW for the onsite resource is defined in the section AMC scope of this RFP.

Annexure G: Bank Guarantee Format

Bank Guarantee No: ________________

Dated:____________________________

Bank:_____________________________

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

WHEREAS... (Company Name) and having its Registered Office at.. India (hereinafter referred to as "the Bidder") proposes to respond to RFP No ...., dated .... of Jammu and Kashmir Bank Ltd for **Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution(INDAS) , Basel Capital Computation Solution and Model Risk Management**

(Herein after called the "RFP") AND

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

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

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

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

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

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

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

5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with

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

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

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

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

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

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

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

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

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

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

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

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

For and on behalf of BANK

Authorized Signatory

Seal

Address

Annexure H: Performance Bank Guarantee Format

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

WHEREAS................................... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ...., hereinafter referred to as the Bidder has for taken up for **Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution(INDAS) , Basel Capital Computation Solution and Model Risk Management**

in terms of the Purchase Order bearing No... Dated ...., hereinafter referred to as the Contract. And Whereas in terms of the Conditions stipulated in the said Contract, the bidder is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favor to secure due and satisfactory compliance of the obligations of the Bidder in accordance with the Contract; Therefore, We, ..., through our local office at .... Furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

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

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

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

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

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

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

Dated the................. Day of ....2026.

For...

BANK Authorized Signatory

Annexure I: Non-disclosure Agreement (NDA)

THIS NON DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of (____/____/2026) by and between

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **Purpose** J&K Bank/Disclosing Party has engaged or wishes to engage the Company/Receiving party for undertaking the project of **Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution(INDAS) , Basel Capital Computation Solution and Model Risk Management** and each party may disclose or may come to know during the course of the project certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

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

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

ii. becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party;

iii. is already in the possession of the receiving party at the time of disclosure by the disclosing part as shown by the receiving party's files and records immediately prior to the time of disclosure;

iv. is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality;

v. is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or

vi. Is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

______________ (Contact details of Company/Receiving party)

General Manager (S&IT)
J&K Bank -Corporate Headquarters,
MA Road Srinagar, J&K

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

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

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

COMPANY NAME	**Bank**
By:________________________	By:________________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Address:____________________	Address:____________________
___________________________	___________________________
Company Seal	Company Seal

Annexure J: Service Level Agreement

This Service Level agreement ("Agreement") is made at Srinagar on this ……….day of ……….2026 between

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

and

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

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

Now therefore, this Agreement is witnessed as under:

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 "Jammu & Kashmir Bank".
Bidder/Vendor/Successful Bidder/Company/ Service Provider :	An eligible entity/firm submitting a Proposal/Bid in response to this RFP.
Proposal/Bid:	The Bidder's written reply or submission in response to this RFP.
SLA:	This document in its entirety, inclusive of any addenda that may be issued by the Bank.

The Contract:	The agreement entered into between the Bank and the Company, as recorded in this Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
The Contract Price:	The price payable to the Company under the Contract for the full and proper performance of its contractual obligations.
The Product:	All of the software or software, all hardware, database, middleware, operating systems and/or other materials which the Company is required to supply to the Bank under the Contract.
System:	A Computer System consisting of all Hardware, Software, etc., which should work together to provide the services as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.
Specified Bank Location:	Banks Data Centre located at Noida and Banks Disaster Recovery Site Located at Mumbai.
PBG:	Performance Bank Guarantee.
Material Breach:	Company failure to perform a major part of this Agreement leading to breach in performance standards, confidentiality and security and in operational resilience preparedness, beyond defined service levels and failure to cure beyond agreed timelines.
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 of Work

Vendor shall be responsible for providing services to Bank the Services defined in the RFP for **Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting**

Standard Solution(INDAS) , Basel Capital Computation Solution and Model Risk Management in accordance with all the terms and conditions of the RFP clauses and as described in the Point 4 of Section A-Introduction of this RFP i.e **Scope of Work (To be incorporated in SLA).**

The bidder shall comply with the terms and conditions of the RFP including General Terms and condition under Section D of this RFP Document.

Location of Work

The successful bidder may complete the development of the solution remotely however if required successful bidder shall have to work at locations prescribed by Bank such as Banks DC/DR and other offices as per requirement. All expenses (travelling/lodging, etc.) shall be borne by the successful bidder

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

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

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

Contract Uptime & Penalties

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

i. Any bugs and enhancement in services shall be rectified immediately.
ii. Any requirements amendments/modifications required by bank will have to be carried out by the identified Service Provider during the contract without any additional cost.
iii. The maximum response time for a support/complaint from the site shall not exceed time defined, else it will fall under penalty clause.
iv. Service Provider shall solve the software problem immediately after reporting of the problem by the Bank to the Service Provider.
v. Any rectification required in the Application Software due to inherent bugs in the System Software/ off-the-shelf software shall also be rectified by the Service Provider, at no additional cost with timelines as defined in the SLA.

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

i. The "**Downtime**" is the time shall mean the time period when the Service/Application is not available as per the service standards of this SLA resulting failure. "**Failure**" is the condition that renders the solution not available to customers. "**Restoration**" is the condition when the Company demonstrates that the solution is in working order and the Bank acknowledges the same.

ii. The percentage uptime is calculated on quarterly basis as follows:

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

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

"Uptime": The Company shall guarantee and ensure the following SLA's are met during the Contract Period of the Hardware/Software/License/Services:

Service Window	24*7
Uptime Commitment	99.90%
Data Availability	100%

a) The "**Uptime**", for calculation purposes, equals to the Total number of hours of the day in a quarter, less Downtime in number of hours.

The percentage uptime is calculated on Quarterly basis as follows:

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

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

b) **"Downtime**" is the time shall mean the time period when the Service/Application is not available as per the service standards of this SLA resulting failure. "**Failure**" is the condition that renders the solution not available to customers. "**Restoration**" is the condition when the Company demonstrates that the solution is in working order and the Bank acknowledges the same.

c) **"Percentage down time"** shall mean the aggregate of downtime of the particular system during the quarter expressed as a percentage of total available time in a year i.e. 90 * 24 hours. Thus, if the aggregate downtime of System works out to 2 hours during a year then the percentage downtime shall be calculated as follows:

$$\frac{2 \times 100}{90 \times 24} = 0.09\% \text{ (Considering days in a quarter as 90)}$$

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

d) **"Response Time"** shall mean the interval from receipt of first information from Bank to the company, or to the local contact person of the Company by way of any means of communication informing them of the malfunction in System/Solution to the time Company Engineer attends the problem.

e) **"Restoration Time"** shall mean the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and does not necessarily include root cause removal.

f) **"Resolution Time"** shall mean the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.

g) **Down Time"** shall mean the time period when the Service/Application is not available as per the service standards of this SLA, and the service/application is not available to the users of the Bank /Customers of the Bank (and excludes the scheduled outages planned in advance IT infrastructure),due to the problem in it and downtime is the sum of response time and restoration time with the following exclusions:

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

During Period of contract, Service Provider will maintain the services as per SLAs. If the bidder fails to maintain guaranteed/committed uptime of 99.90% on quarterly basis. Bank shall impose penalty as mentioned below on slab basis. In case the uptime falls below the levels as tabulated below, Bank shall impose a penalty for each percent of loss of uptime below the guaranteed level as per details below:

Uptime	**Penalty /Quarter**
99.90% & Above	NA
99.89 to 98%	3% of the "Total AMC Cost per Quarter"
97.99% to 97%	5% of the "Total AMC Cost per Quarter"
96.99% to 95%	10% of the "Total AMC Cost per Quarter"
Less than 95%	Penalty at an incremental rate of 1% (in addition to a base of 10%) of the "Total AMC Cost/Quarter" *for every 0.5% lower than the stipulated uptime

Bank may recover such amount of penalty from any payment being released to the bidder, irrespective of the fact whether such payment is relating to this contract or otherwise. In case there is no pending invoices to be paid by the Bank to the bidder, the bidder has to submit a pay order / cheque payable at Srinagar in favor of Jammu & Kashmir Bank for the same within 15 days from the notice period from the Bank, failure of same may result in invoking of PBG for recovery of penalty. If the downtime exceeds 10 % and instances of downtime are more than 10 in a year, Bank has the discretion to cancel the contract.

If any penalty is levied by any regulator on the Bank which is attributed to the solution or any of its components, then the entire amount of such loss shall be recovered from the bidder on actual basis.

Note: SLA will be monitored on Quarterly basis.

Service Levels:

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

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

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

a. **Severity Level 1**: Is defined as, the Service is not available or there is a major degradation in performance of the system.

b. **Severity Level 2**: Is defined as, the service is available, but the performance is degraded or there are intermittent failures and there is an urgent need to fix the problem to restore the service

c. **Severity Level 3**: Is defined as, the moderate degradation in the application performance. Has no impact on the normal operations/day-to-day working.

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

Severity Level	Response	Restoration	Resolution
Severity-1	30 mins.	4 hrs.	8 hrs
Severity-2	30 mins.	6 hrs.	2 days
Severity-3	30 mins.	12 hrs.	3 days

Penalties for Non-Compliance to Restoration and Resolution Time:

Severity Level	Restoration Breach	Resolution Breach
Severity-1	0.10% of AMC Cost/Quarter for every 4 hrs. of delay in restoration	0.10% of AMC Cost/Quarter for every 1 day of delay in resolution
Severity-2	0.10% of AMC Cost/Quarter for every 6 hrs. of delay in restoration	0.10% of AMC Cost/Quarter for every 5 day of delay in resolution
Severity-3	0.10 % of AMC Cost/Quarter for every 12 hrs. of delay in restoration	0.10% of AMC Cost/Quarter for every 7 day of delay in resolution

Penalty for delayed Delivery:

Without prejudice to the rights of Bank to terminate this agreement/ the related purchase order, in case of the failure to deliver the solution/milestones within the stipulated timelines, penalty shall be levied for every 1-week delay beyond due date at the rate of 1% of the implementation cost/order value of delayed item/milestone/phase (inclusive of all taxes, duties, levies etc.), up to a maximum of 10 weeks from the original delivery date. If delay exceeds 10 weeks, bank may in its sole discretion and without being bound to do so, extend the date of delivery or can invoke PBG and cancel the entire contract. 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. Service Provider shall be excused of delay in case the installation could not be completed due to reasons not attributable to bidder, which shall be determined by Bank. Decision of Bank in this regard shall be final and binding.

No penalty shall be levied to the Company for delay in delivery due to reasons attributable to the Bank.

Delivery & Installation:

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

PROJECT PHASES:

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

1. PROJECT PLAN:

Successful Bidder shall submit the project plan for complete implementation of the solution as per the Scope of Work detailed in this RFP along with Solution Architecture, DFD, Montly Project steering meetings and other required documents. This plan should be submitted for review and bank's acceptance within two week after the issuance of PO to the successful bidder.

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

2. PROJECT MILESTONES & DELIVERY

The schedule of delivery and activities towards implementation of the project is given below:

Stage	Specification	Months	Months Cumulative
Phase 1: Part 1(INDAS covering ECL & EIR)			
1.	Issuance of PO		Day 1
2.	Signing of Agreement (Execution shall be parallel to Implementation).		Within 30 days
3.	Finalization of Functional Requirement Specification (FRS) / Business Requirement Document (BRD) of Ind AS 109 3. ECL 4. EIR	0.5	0.5 Month
4.	Design Finalization of Ind AS 109 ECL	0.5	1.0 Month
5.	Design Finalization of Ind AS 109 EIR		

6.	Build of Ind AS 109 (ECL & EIR)	1.5	2.5 Month
7.	UAT of Ind AS 109 (EIR & ECL)	1.0	3.5 Month
8.	Go-live of Ind AS 109 (EIR & ECL)	0.5	4 Month
Phase 1: Part 2(Other INDAS Framework as per SOW)			
1.	Finalization of Functional Requirement Specification (FRS) / Business Requirement Document (BRD) of Ind AS	0.5	0.5 Month
2.	Design Finalization of Ind AS	0.5	1.0 Month
4.	Build of Ind AS	3	4.0 Month
5.	UAT of Ind AS	1.0	5.0 Month
6.	Go-live of Ind	1.0	6.0 Month
Phase 2:			
1.	1. Finalization of Business Requirement Document (BRD) of TPM, MDP & CA		
	2. Functional Requirement Specification (FRS) of TPM, MDP & CA	2	2 Month
2.	Design Finalization of TPM, MDP & CA	1	3 Month
3.	Build of TPM, MDP & CA	3	6 Month
4.	User Acceptance Test (UAT) of TPM, MDP & CA	2	8 Month
5.	Go-live of TPM, MDP & CA	1	9 Month
Phase 3:			
1.	3. Finalization of Business Requirement Document (BRD) of Basel Computation & MRM 4. Functional Requirement Specification (FRS) of Basel Computation & MRM	2	2 Month

2.	Design Finalization of Basel Computation & MRM	1	3 Month
3.	Build of Basel Computation & MRM	3	6 Month
4.	User Acceptance Test (UAT) of Basel Computation & MRM	2	8 Month
5.	Go-live of Basel Computation & MRM	1	9 Month

- Please note that maximum expected time frame of the project to Go-live is 9 Months from the date of issuing purchase order.
- Bidder to plan project deliveries parallelly to meet timelines with special thrust on timely implementation of INDAS.

Successful bidder is expected to provide detailed project implementation status on weekly basis and project steering meetings on monthly basis.

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:

d. Claiming Liquidated Damages
e. Termination of the purchase agreement fully or partly and claim liquidated damages.
f. Forfeiting of Earnest Money Deposit / Invoking EMD Bank Guarantee/Performance Guarantee.

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

EXTENSION OF DELIVERY SCHEDULE:

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

NON-DELIVERY:

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

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

4. **OPERATIONALIZATION OF SOLUTION:**

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

5. **REVIEW:**

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

Contract Period

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

Payment Terms

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

The terms of payments will be as follows against the achievement of various milestones

Phase 1: Indian Accounting Standard Solution

Phase 1(INDAS Implementation Cost)	
Part 1: ECL & EIR Implementation	Part 2 : Other INDAS Implementations

70% of INDAS Implementation cost shall be made in a proportionate manner on achieving milestones of the Part1(INDAS covering ECL & EIR)	30% of INDAS Implementation cost shall be made in a proportionate manner on achieving milestones of the Part2(Other INDAS Framework Implementation)

Part 1: INDAS covering ECL & EIR Implementation

Milestone	License Cost	Implementation Cost
Business Requirement Document Sign off	30% of License Cost	15%
Design Sign off		10%
SIT sign off / UAT Commencement		10%
UAT Sign off	20% of License Cost	15%
Go Live Sign off/ Training	20% of License Cost	25%
Stabilization period after 3 months of Go-Live & DR setup		25%

Part 2: Other INDAS Framework Implementation

Milestone	License Cost	Implementation Cost
Business Requirement Document Sign off		15%
Design Sign off		10%
SIT sign off / UAT Commencement		10%
UAT Sign off		15%
Go Live Sign off/ Training	10% of License Cost	25%
Stabilization period after 3 months of Go-Live & DR setup		25%

Phase 2: Transfer Pricing Mechanism (TPM) including Multi-dimensional Profitability (MDP) & Cost Allocation

Milestone	License Cost	Implementation Cost
Business Requirement Document Sign off		15%
Design Sign off		10%
SIT sign off / UAT Commencement		10%
UAT Sign off		15%
Go Live Sign off/ Training	10% of License Cost	25%
Stabilization period after 3 months of Go-Live & DR setup		25%

Phase 3: Basel Capital Computation Solution Model and Model Risk Management (Implementation cost for both will be considered)

Milestone	License Cost	Implementation Cost
Business Requirement Document Sign off		15%
Design Sign off		10%
SIT sign off / UAT Commencement		10%
UAT Sign off		15%
Go Live Sign off/ Training	10% of License Cost	25%
Stabilization period after 3 months of Go-Live & DR setup		25%

Milestone	**Payment Term**
AMC/ATS (post completion of warranty period)	Quarterly in arrears
On-site resource Payment	Quarterly in arrears
ATS(DB/Middleware)	Yearly in advance.
Manday Cost (For additional changes post Successful go live of all modules)	Quarterly in arrears (As per actuals)
DB/Middleware Cost- if any (other than Oracle)	100% on delivery and installation

The terms of payments will be as follows:

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

(vii) The Penalty, Liquidated Damage (LD) will be deducted subject to service level agreement of this RFP. Payment will be released after deducting the applicable penalties i.e., SLA, LD, etc., if any.

Assignment

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

Entire Agreement, Amendments, Waivers.

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

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

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

Severability

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

Remedies Cumulative

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

Partnership / Collaboration / Subcontracting

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

Confidentiality

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

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

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

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

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

The restrictions mentioned hereinabove shall not apply to:-

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

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

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

Information Security:

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

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

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

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

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

Successful Bidder's and its subsidiaries' businesses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Termination of Contract

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

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

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

In the event of termination of the Agreement for the Bank's convenience, Successful Bidder shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
For Insolvency: BANK may at any time terminate the contract by giving written notice to the Company, if the Company becomes bankrupt or insolvent.

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

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

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

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

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

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

Right to Audit

Bank reserves the right of regular and continuous monitoring of the Services provided by the Service Provider and shall conduct an audit/ ongoing audit of the services.

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

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

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

Limitation of Liability

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

Exit Clause

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

1. Failure of the Successful Bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract.
2. Delay in delivery beyond the specified period.
3. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods.
4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
5. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by The Successful Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

Force Majeure

i. The Selected Company shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

ii. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractors fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, pandemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.

iii. Unless otherwise directed by the Bank in writing, the selected bidder r shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

iv. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and The Successful Bidder shall hold consultations in an endeavor to find a solution to the problem.

v. Notwithstanding above, the decision of the Bank shall be final and binding on the successful Company regarding termination of contract or otherwise

Intellectual Property Rights

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

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

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

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

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

Corrupt and Fraudulent practice.

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

Governing Laws and Dispute Resolution

This agreement shall be governed in accordance with the Laws of UT of J&K read with laws of India so far as they are applicable to the UT of J&K for the time being and will be subject to the exclusive jurisdiction of Courts at Srinagar with exclusion of all other Courts. The Bank and the Successful Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank and designated representative of the Successful Bidder for the project of **Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution(INDAS) , Basel Capital Computation Solution and Model**

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

Notices

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

Following shall be address of BANK for notice purpose:

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

Following shall be address of Company for notice purpose:

____
____
____

Other Terms and Conditions

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

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

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

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

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

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

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

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

Agreed and signed on behalf of | Agreed and signed on behalf of

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

Annexure K: Undertaking

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

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

Dear Sir,

Sub: RFP no: ___________ for Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution(INDAS) , Basel Capital Computation Solution and Model Risk Management

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution(INDAS) , Basel Capital Computation Solution and Model Risk Management Solution** to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

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

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

We enclose cost of RFP Rs.2,500/- (One Thousand Five Only) and EMD of Rs.100,00,000/- (Rupees One Crore Only) in Bank Transfer/Demand Draft/Bank Guarantee favoring J&K Bank Ltd, towards cost of RFP/bid security, details of the same is as under

No. :

Date:

Name of Issuing Bank:

Dated at ____________this ____________day of __________2026

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

We agree to all terms & conditions of the RFP.

Place:

Seal and signature of The Bidder

Annexure L: Know Your Employee (KYE) Clause

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

1. We on the behalf of ______________________ (name of the company) hereby confirm that all the resources (both on-site and off-site) working on the Bank's project ie**. Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution(INDAS) and Basel Capital Computation Solution** have undergone KYE (Know Your Employee) process and all the required checks have been performed prior to employment of said employees as per our policy.

2. We confirm to defend and keep the bank indemnified against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for **Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution(INDAS) and Basel Capital Computation Solution**

Sign and seal of Competent Authority
Name of Competent Authority
Dated

Annexure M: OEM Authorization Form

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

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

Dear Sir,

Sub: RFP no: ___________ Supply, installation and support of end-to-end Comprehensive Transfer Pricing Mechanism (TPM), Multi-dimensional Profitability (MDP) & Cost Allocation Module, Indian Accounting Standard Solution(INDAS) , Basel Capital Computation Solution and Model Risk Management dated ______________

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

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

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

In case the bidder i.e. M/s __________________________ is not able to perform the obligations as per RFP during the contract period (like if bidder ceases to exist from the IT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed any other authorized Partner of ours.

Yours faithfully,

(Name)

For and on behalf of

M/s____________________(Name of OEM