



Online Request for Quote (e-RFQ)
for
Procurement, Implementation and Managed Security Services
for Qualys VMDR, Policy Compliance, Total AppSec,
Enterprise TruRisk Management (ETM) and TruRisk Eliminate
Platform.

e-RFQ Ref. No.JKB/CHQ/ISD/Qualys-VM-Module-License/2026-1777
Dated: 29-06-2026

SCHEDULE OF RFQ

e-RFQ Reference No.	JKB/CHQ/ISD/Qualys-VM-Module-License/2026-1777 Dated: 29-06-2026
Date of Issue of RFQ	01-07-2026
RFQ Description	Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform.
Issuer of the RFQ-Department	Information Security Department
Bank's Communication Details	<p>J&K Bank Information Security Department, 5th Floor, Corporate Headquarters, MA Road, Srinagar</p> <p>Mr. M Gazanfar Wanchoo Phone No: +91- 9596475677 email id – gazanfar@jkbmail.com</p>
RFQ Application Fee (Non – Refundable)	<p>Rs.2500/- (Rupees Two Thousand Five Hundred Only) to be deposited through Transfer / NEFT only to below a/c :</p> <p>Account Name: Tender Fee/ Cost Account 16-digit Account No : 9931530300000001</p> <p>IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K – 190001</p> <p>UTR Number / Tran No. & Date may be uploaded as proof on e-Tendering Portal</p>
Earnest Money Deposit (EMD) (Refundable)	<p>15,00,000/- (INR Fifteen Lakh Rupees only) to be deposited through Transfer / NEFT only to below A/c:</p> <p>Account Name: Earnest Money Deposit (EMD) 16-digit Account No : 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero)</p>



	<p>Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K – 190001 UTR Number & Date / Tran No. & Date may be uploaded on e-Tendering Portal as Proof of the EMD</p> <p>(EMD is exempted for all Start-ups as recognized by DPIIT/DIPP)</p>
Performance Bank Guarantee	5% of total contract Value
Bid Document Availability including changes/amendments, if any to be issued	<p>NIT can be downloaded from and submitted on Bank's e-Tendering Services Provider's Portal https://jkbank.abcprocure.com from</p> <p style="text-align: center;">July 01, 2026 16.00 Hrs. to July 22, 2026 17.00 Hrs.</p>
Last Date for Pre-Bid Queries & submission Mode	<p>All Clarifications / Queries shall be raised online only through e-Tendering Portal https://jkbank.abcprocure.com by or before July 08, 2026 17.00 Hrs.</p>
Pre-bid Queries Response date	<p>All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on July 15, 2026 17.00 Hrs.</p>
Last Date of Submission of RFQ Bid	July 22, 2026 17.00 Hrs.
Submission of online Bids	<p>As prescribed in Bank's online tender portal https://jkbank.abcprocure.com</p>
Date and time of opening of technical bid	To be notified separately
Corrigendum	<p>All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com only</p>
For e-Tender related Queries	<u>Service Provider:</u>

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

Help Desk:

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



DISCLAIMER

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

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

The issue of this RFQ does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and



the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFQ.



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A. INTRODUCTION

Brief About Bank:

The Jammu and Kashmir Bank Limited (J&K Bank / Bank) having its Corporate Headquarters at M.A Road Srinagar, J&K -19001 has its presence throughout the country with 1000+ Branches and more than 1500 ATMs. The Bank uses Information Technology in all spheres of its functioning by connecting all its branches and offices through its WAN. J&K Bank functions as a universal Bank in Jammu & Kashmir and as a specialized Bank in the rest of the country. The Bank has its Data Centre in Noida and DR site in Mumbai. It is also the only private sector Bank designated as RBI’s agent for banking business and carries out the banking business of the Central Government, besides collecting central taxes for CBDT. The Bank, incorporated in 1938, is listed on the NSE and the BSE. Further details of Bank including profile, products and services are available on Bank’s website at <https://jkb.bank.in/tenderNotice>



Purpose of RFQ

The Jammu and Kashmir Bank Ltd (J&K Bank), headquartered at Srinagar, functions as a universal Bank in Jammu & Kashmir and as a specialized Bank in the rest of the country. The Bank incorporated in 1938 is listed on the NSE and the BSE. The Bank has its Data Centre in Noida, DR Site in Mumbai and Near Data Center in Noida Phase II.

Detailed information about J&K Bank is available at Banks website <https://jkb.bank.in/tenderNotice>

As the Bank is using the **Qualys Vulnerability Management platform** for Internal Vulnerability & Configuration Management, Bank intends to **Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform** from certified partner of OEM viz. M/S Qualys for three Years

S. No.	Module / Capability	Requirement
1	VMDR (including SCA)	Total 4500 IPs + Rate Contract in bundle of 100s
2	Policy Compliance	512 Assets
3	Total AppSec / Web Application Scanning	100 Applications + Rate Contract for Bundles of 10s
4	Enterprise TruRisk Management (ETM) including CRQ, CSAM, EASM, TruLens and TruConfirm Capabilities	4500 Assets
5	TruRisk Eliminate (Patching & Remediation)	1400 Licenses + Rate Contract (Servers Only)



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.

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

Scope of Work

Bank has been using Qualys Scanner Vulnerability Management platform and Intends to engage a capable bidder for Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform. Accordingly, Bank is issuing this Request for Quote (“RFQ”) for Procurement of Licenses from authorized partners of OEM as tabulated below:

S. No.	Module / Capability	Requirement
1	VMDR (including SCA)	Total 4500 IPs *Additional Rate Contract in bundle of 100s Basis the prices frozen Per License above
2	Policy Compliance	512 Assets
3	Total AppSec / Web Application Scanning	100 Applications *Additional Rate Contract for Bundles of 10s Basis the prices frozen Per License above



S. No.	Module / Capability	Requirement
4	Enterprise TruRisk Management (ETM) including CRQ, CSAM, EASM, TruLens and TruConfirm Capabilities	4500 Assets
5	TruRisk Eliminate (Patching & Remediation)	1400 Licenses *Additional Rate Contract (Servers Only) Basis the prices frozen Per License above

- The selected bidder has to supply and install the licenses as per the timelines and SLA levels prescribed in the RFQ.
- Additional Licenses, As, if and when required during the contract period, shall be made available by the selected bidder on same rates as finalized above on per quantity basis. The orders shall however be basis the bundle quantities or its multiplier as mentioned in the above table.
- The bidder should have back-to-back arrangements with the OEM so that Bank will be able to log a call with the OEM directly.
- The OEM should have a 24x365 day support contact center in order to log the calls. The contact center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person’s name, number and designation in the company.

Engagement Overview

- Managed Security Operations Support for the Qualys platform – 12x5 hybrid model
- Continuous monitoring and analysis of vulnerabilities across all in-scope assets
- Expert management of all licensed Qualys modules (VMDR, PC, TAS, ETM, TrE)
- Scan configuration, scheduling, and continuous optimization
- Vulnerability analysis, risk-based prioritization, and false positive validation
- Compliance monitoring, policy tuning, and gap analysis
- Dashboard configuration, reporting, and executive communication



- Remediation tracking and advisory services through the execution/closure of vulnerabilities shall remain with J&K Bank.
- Governance supports weekly operational reviews and monthly executive reviews
- OEM ticket tracking and status reporting with Qualys

The selected bidder shall provide Vulnerability Management Managed Services in accordance with the SLA parameters defined in Annexure J. Failure to meet the prescribed service levels shall attract service credits and penalties recoverable from quarterly payments due to the bidder. Repeated SLA violations shall constitute material breach of contract and may lead to termination of the contract at the sole discretion of the Bank.

The Successful Bidder shall remain solely responsible for end-to-end delivery, support, governance, reporting and SLA compliance for all services covered under this RFQ, irrespective of any support received from OEM or subcontractors.

Exit Management

Upon expiry, non-renewal or termination of the Contract, the Successful Bidder shall provide transition and exit assistance for a period of ninety (90) days or such extended period as may be required by the Bank.

The Exit Management support shall include, but not be limited to:

- a. Knowledge transfer to Bank personnel or replacement service provider.
- b. Handover of all configurations, policies, dashboards, reports and documentation.
- c. Export and transfer of asset inventories, vulnerability data, compliance records and historical reports.
- d. Handover of scan profiles, tagging structures, workflows and operational procedures.
- e. Transfer of open issues, OEM support tickets and escalation records.
- f. Support during migration to a replacement solution or service provider.



Such transition assistance shall be provided without any additional professional service charges except for mutually agreed out-of-pocket expenses.

Proposed Delivery Model

A three-tier hybrid model combining on-site presence with remote operational support and strategic advisory must be followed. This model shall ensure continuous platform operations, close collaboration with J&K Bank's security teams, and strong service governance.

Delivery Phases

Phase	Duration	Name	Key Deliverables
Phase 1	Weeks 1-4	Transition & Knowledge Alignment	Deployment review, access validation, config audit, gap identification, governance framework setup
Phase 2	Weeks 5-10	Stabilization & Optimization	Scan tuning, policy refinement, dashboard setup, baseline reporting, SLA parameter definition
Phase 3	Week 11 onwards	Steady-State Operations	Continuous monitoring, compliance tracking, cloud posture monitoring, remediation advisory, ongoing reporting
Phase 4	Throughout	Governance & Reporting	Weekly operational reports, monthly executive reviews, quarterly QBRs, SLA/KPI tracking

Service Catalog

Service	Frequency	Detail
Vulnerability Monitoring & Triage	Continuous	Real-time monitoring of VM DR findings, severity triage, risk prioritization
Scan Management & Optimization	Daily / Weekly / Ad-hoc	Scan configuration, scheduling, troubleshooting, coverage gap analysis

False Positive Management	Ongoing	Validation and documentation of false positives; exception management within Qualys
Compliance Monitoring (Policy Audit)	Weekly	CIS benchmark tracking, compliance gap reporting, policy tuning
Web Application Security (TAS)	Per scan cycle	WAS scan management, OWASP tracking, remediation guidance
Reporting & Dashboards	Daily / Weekly / Monthly	Operational dashboards, executive reports, trend analysis, risk posture summaries
Remediation Advisory & Tracking	Ongoing	Remediation guidance, ticket tracking, ageing reports, closure verification
OEM Ticket Tracking	As required	Logging, tracking, and status reporting of tickets raised with Qualys OEM
Platform Configuration Support	As required	Minor config changes – policies, tags, dashboards, user management

PROJECT GOVERNANCE PLAN

A robust governance framework is critical for ensuring consistent service quality, transparent communication, and continuous improvement. Governance model thus proposed by the bidder must cover Operational, Management, and Strategic with defined cadences, participants, deliverables, and escalation paths at each level.

Governance Framework Overview

Layer	Cadence	Forum	Partner Team	J&K Bank Participants
Operational	Daily / Weekly	Daily health check (internal) + Weekly Operational Review Call	Platform Lead, Security Analyst	IT/Security SPOC, App Owner





Management	Monthly	Monthly Performance Review Meeting	Delivery Manager, Platform Lead	Security Team Lead, IT Ops Head
Strategic	Quarterly	Quarterly Business Review (QBR)	Business Head, Delivery Manager, Solution Architect	CISO / Senior Leadership

Agenda Item	Detail
Vulnerability Posture	New findings, critical/high summary, age of open vulnerabilities, trend vs. prior week
Compliance Status	Policy Audit pass/fail trend, non-compliant asset count, policy exceptions
Remediation Tracking	Tickets opened/closed, ageing summary, blockers, escalations required
OEM Ticket Status	Open Qualys tickets: status, priority, expected resolution timelines
Action Items	Open items from prior week, new action items with owners and due dates

Management Layer – Monthly Performance Review

Formal meeting within the first 10 working days of each calendar month. Monthly report package shared at least 2 working days before the meeting.

Agenda Item	Detail
SLA/KPI Review	SLA performance for the month: response times, reporting SLAs, scan coverage, uptime metrics
Trend Analysis	Month-over-month vulnerability trends, risk score trajectory, compliance improvement metrics
Risk Posture Summary	Overall security posture score, top risks, ageing critical vulnerabilities, remediation velocity



Observations & Optimisation	Platform optimization recommendations, tuning suggestions, key findings from the month
Operational Issues	Service disruptions, SLA exclusion events, OEM issues, dependency gaps
Next Month Plan	Planned activities, scan schedules, upcoming policy reviews, governance schedule

Location of Work

- 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

Invitation for Tender Offer

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

The prospective bidders are advised to note the following: The interested bidders are required to submit the Non-refundable RFQ Application Fees of ₹2500 by way of NEFT, details of which are mentioned at clause of Earnest Money Deposit in Part C.

- Bidders are required to submit Earnest Money Deposit (EMD) for ₹15,00,000/- (Rupees Fifteen Lac Only). The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank acceptable to the Bank. Offers made without EMD will be rejected.
- Technical Specifications, Price Bid, Terms and Conditions and various formats for submitting the tender offer are described in the tender document and Annexures.

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 RFQ along with 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. PRODUCT DELIVERY MILESTONES

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

S. No.	Milestone	Timeline
1	Issuance of PO	Week 0
2	Submission of Project Implementation Plan as per the project deployment model mentioned above	Within 1 Week from issuance of PO
3	Signing of SLA & NDA	Within 2 Weeks from issuance of PO



4	Installation and activation of licenses	Within 4 weeks from Issuance of PO
5	Full Operationalization of Project as per Delivery Phases Mentioned above	11-12 Weeks

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

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

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

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

EXTENSION OF DELIVERY SCHEDULE:

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

NON-DELIVERY:

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

3. USER ACCEPTANCE TESTING:

Successful bidder shall assist Bank in the User Acceptance Testing of the solution for the functionalities stated in this RFQ 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 enablement of the Subscription licenses. If there is delay in the enablement of the Subscription Services and subsequent 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 RFQ, Bank aims to select bidder(s) /Service provider(s) who would undertake **Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform**. The bidder shall be entrusted with end to end responsibility for the execution of the project under the scope of this RFQ. The bidder is expected to commit for the delivery of services with performance levels set out in this RFQ.

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

Stage 1. Evaluation of Eligibility

Stage 2. Commercial Evaluation

The two-stage evaluation shall be done sequentially on knock-out basis. This implies that those Bidders qualifying in Stage 1 will only be considered for Stage 2. 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 quotes(s) without providing any specific reasons. All deliberations and evaluations performed by Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any Bidder of this RFQ.

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

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.

Stage 1-Evaluation of Eligibility

The Bidders of this RFQ will present their responses as detailed in this document. The Response includes details / evidences in respect of the Bidder for meeting the eligibility criteria, leading the Bank to evaluate the Bidder on eligibility criteria. The Bidder will meet the eligibility criteria mentioned in Annexure D in this document individually. Bank will evaluate the Bidders on each criterion severely 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 1” of evaluation and will be considered for evaluation under Stage 2. Those Bidders who do not qualify at this Stage 1 will not be considered for any further processing. The EMD money in respect of such Bidders will be returned on completion of the Stage 1 evaluation. Bank, therefore, requests that only those Bidders who are sure of meeting all the eligibility criteria only need to respond to this RFQ process.

Stage 2-Evaluation of Commercial Bid

All technical bids of bidders who have Qualified Stage A shall be evaluated in this stage. Only those Bidders qualifying the eligibility criteria will be short- listed for commercial evaluation. Financial proposals will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. Bank may seek clarifications from the any or each bidder as a part of evaluation. The Commercial Bid may be submitted as per the format in **Annexure F**.

The bank at its own discretion may undertake reverse auction.

C-RFQ SUBMISSION

1. e-Tendering Process

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

<https://jkbank.abcprocure.com>

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

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

2. Service Provider:

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

Help Desk:

Contact Persons:

Sandhya Vekariya - 6352631968

Suraj Gupta - 6352632310

Ijlalaehmad Pathan - 6352631902

Imran Sodagar - 9328931942

No consideration will be given to e-Bids received after the date and time stipulated in this RFQ 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 RFQ.

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

3. RFQ Fees

The non- refundable RFQ 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 RFQ Fees	
Account Number	9931530300000001
Account Name	Tender Fee / Cost Account
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR 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 15,00,000 (Rupees Fifteen Lac Rupees 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 15,00,000/=

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

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

Address:	Technology & Development Department, J&K Bank Ltd. 5 th Floor Corporate Headquarters, MA Road Srinagar, J&K Pin- 190001
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Note: EMD is exempted for all Start-ups as recognized by DPIIT/DIPP. In case of such exemption, relevant documents/proof is to be submitted with Bid.

The EMD made by the bidder will be forfeited if:

- 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 3 years and valid for 3 year+6 months including claim period of 6 months, validity starting from its date of issuance. The PBG shall be submitted within 30 days of the PO issued from the Bank.
- b. The Unsuccessful Bidder, only after acceptance of the PO by the selected bidder.

5. Performance Bank Guarantee (PBG)

The successful bidder will furnish unconditional performance bank guarantees (other than Jammu & Kashmir Bank) from any scheduled commercial bank in India, for 5% of the total Purchase order cost for a period 3 years + 6 months. The format of the PBG is given as per Annexure G. 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 RFQ, the Bank may invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

The Bank shall have the right to invoke the Performance Bank Guarantee, either partially or fully, for recovery of liquidated damages, service credits, penalties, losses, damages, regulatory recoveries, indemnity claims, contractual dues or any other amounts recoverable under the Contract. In the event of any invocation of the Performance Bank Guarantee, the Successful Bidder shall replenish and restore the Performance Bank Guarantee to its original value within fifteen (15) days from the date of such invocation, failing which the same shall constitute a material breach of the Contract.

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 RFQ. Any Bid, which stipulates conditions contrary to the terms and conditions given in the RFQ, is liable for rejection. Any decision of Bank in this regard shall be final, conclusive and binding on the Vendor.
- iii. L1 vendor(s) will be arrived at through Online Reverse Auction (ORA). After ORA, Bank reserves the right to call the successful bidder for a price negotiation.
- iv. On conclusion of ORA, the Successful Bidder (L1) shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 3 days from the date of the ORA, the Bank reserve the right to reject the L1 Bidder's Bid and make procurement from the L2 or L3 Bidder.
- v. Bank will enter into contract with the L1 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.
- vi. 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.
- vii. 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, provided the next vendor (L2) matches the rate fixed. Also during the period of the contract due to

unsatisfactory service, Bank will have the right to cancel the contract and award the contract to other participating vendors.

7. Bidding Process

The bids in response to this RFQ must be submitted in the form of

- a) Eligibility Criteria.
 - b) Commercial Bid (CB).
-
- i. The Bidders who qualify the Eligibility Criteria will be qualified for commercial bid evaluation. The successful Bidder(s) will be determined based on the Lowest Commercial Quote (L1) after reverse auction as per the stated Commercial Evaluation process.
 - ii. Bidders are permitted to submit only one Bid and relevant Commercial Bid. More than one Bid should not be submitted.
 - iii. 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.
 - iv. 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 RFQ and Security Deposit (EMD amount) will not be permitted to participate in the bid and bid shall be summarily rejected.
 - v. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder'
 - vi. 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.
 - vii. No rows or columns of the tender should be left blank. Offers with insufficient information are liable to rejection.
 - viii. 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.
 - ix. 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.

- x. Modification to the Bid Document, if any, will be made available as an addendum/corrigendum on the Bank's website and Online tendering portal.
- xi. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders' queries etc., if any to this RFQ, 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 RFQ.
- xii. Prices quoted should be exclusive of GST.
- xiii. Applicable taxes would be deducted at source, if any, as per prevailing rates.
- xiv. 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.
- xv. 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.
- xvi. 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.
- xvii. 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 in Reverse Auction shall remain valid for duration of 06 calendar months from the date of conclusion of RA/ORR.

- 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 RFQ, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFQ or submission of Bid not responsive to this RFQ in any respect will be at the Bidder's risk and responsibility of Bidders and shall be summarily rejected
- iii. The information provided by the Bidders in response to this RFQ will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.



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

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 RFQ. 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 Payments shall be made on the achievement of the following project milestones:

Project Milestone	Payment (Incl. Of applicable taxes)
Installation, activation of licenses and submission of Performance Bank Guarantee (PBG) equivalent to 5% of the Total Contract Value, subject to acceptance by J&K Bank.	100% of the License Subscription Cost for the applicable contract year, payable annually in advance. Renewal payment for each subsequent year shall be released only upon satisfactory performance of the Bidder during the preceding year, certification of service performance by the Bank, compliance with SLA/KPI requirements defined under



	Annexure J and clearance of all outstanding observations, penalties and contractual obligations. The decision of the Bank in this regard shall be final and binding.
SI services cost including L2 onsite resources	Quarterly post rendering of services

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

1. Post Signing of Service Level Agreement (SLA) between Bank and Successful bidder.
2. Post Signing of Non-Disclosure Agreement (NDA) between Bank and Successful bidder.
3. All taxes, if any, applicable, shall be deducted at source as per current rate while making any payment.
4. Payments will be withheld in case of Non-compliance of the terms and condition of this RFQ.
5. For release of license subscription payment for Year 2 and Year 3, the Successful Bidder shall have achieved satisfactory service performance during the immediately preceding contract year. The Bank shall review compliance with contractual obligations, SLA achievement, KPI performance, reporting requirements, resource deployment commitments and overall service quality. The Bank reserves the right to defer, withhold or proportionately release subsequent year payments until identified deficiencies are rectified to its satisfaction.
6. SI Services Cost including L2 Onsite Resources shall be payable quarterly in arrears upon satisfactory rendering of services during the relevant quarter, submission of all mandatory reports, achievement of applicable SLA/KPI requirements and certification by the Bank. Applicable service credits, penalties, liquidated damages and other recoveries shall be deducted prior to release of payment.
7. The Bank reserves the right to deduct any applicable service credits, penalties, liquidated damages, regulatory recoveries, compensation amounts or any other recoverable dues from invoices, pending payments, Performance Bank Guarantee or any other amounts payable to the Bidder.



D-GENERAL TERMS & CONDITIONS

1. Standard of Performance

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

2. Indemnity

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

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

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

reason whatsoever. The Successful bidder will have sole control of its 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 RFQ/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.

The Liquidated Damages specified under this clause shall apply to delays in supply, installation, implementation, onboarding, transition and other project delivery milestones. Service Level penalties, service credits and operational performance obligations applicable during the Managed Security Services period shall be governed separately under Annexure J and shall be recoverable in addition to the Liquidated Damages specified herein.

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 to conduct an audit/ ongoing audit of the Company/Service Provider(including its sub-contractors).The Company shall be subject to annual audit by internal/ external Auditors appointed by the Bank / inspecting official from the RBI or the persons authorized by RBI or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and company is required to submit such certification by such Auditors to the Bank. Company shall allow the Bank and RBI or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by Company within a reasonable time failing which Company will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. 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.”

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. Severability

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

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

12. 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.

13. 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 **Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform** 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.

14. 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 Service

Levels, Key Performance Indicators (KPIs), Service Credits, Penalties, Recovery Mechanisms and Material Breach Conditions applicable to the engagement are defined under Annexure J and shall be binding on the Successful Bidder throughout the contract period. The Bidder should execute the Agreement within 30 days from the date of acceptance of Work Order. The date of agreement shall be treated as date of engagement and the timeline for completion of the assignment shall be worked out in reference to this date. The Bidder hereby acknowledges and undertakes that terms and conditions of this RFQ may be varied by the Bank in its absolute and sole discretion. The SLA/NDA to be executed with the successful bidder shall accordingly be executed in accordance with such varied terms.

15. '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.

16. 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.

17. 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.

18. 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.

19. Information Security:

- a. The Bidder shall comply with all applicable RBI guidelines, CERT-In Directions, Digital Personal Data Protection Act, 2023 and any subsequent regulatory requirements applicable during the contract period.
- b. 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.
- c. The Successful Bidder's personnel shall follow J&K Bank's information security policy and instructions in this regard.
- d. 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.
- e. 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.

- f. 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.
- g. 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
- h. 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;
- i. 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.
- j. That the Successful Bidder has implemented backup and disaster recovery technology consistent with generally accepted industry standards and practices.

- k. 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.
- l. That the Successful Bidder shall be responsible for establishing and maintaining an information security program that is designed to:
- o Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and
 - o 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.
- m. 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.
- n. 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.

- o. 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.
- p. 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.
- q. 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.
- r. 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.
- s. 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.
- u. The Bidder shall notify the Bank within one hour of becoming aware of any actual or suspected security incident, compromise, breach, data leakage, unauthorized access or service disruption affecting services delivered under this RFQ.

v. Security Incident Reporting

- The Successful Bidder shall promptly notify the Bank of any actual, suspected or attempted information security incident, cyber security event, unauthorized access, data breach, malware infection, compromise, service disruption or security weakness affecting the services delivered under this Contract.
- Initial notification shall be provided within one (1) hour of identification or awareness of such incident.
- A preliminary incident report shall be submitted within twenty-four (24) hours and shall include the nature of the incident, affected systems, preliminary impact assessment and immediate containment actions undertaken.
- A detailed Root Cause Analysis (RCA) report along with corrective and preventive actions shall be submitted within five (5) working days or such other timeline as prescribed by the Bank.

- The Successful Bidder shall fully cooperate with the Bank during investigation, containment, recovery and regulatory reporting activities.

w. Ownership of Data and Deliverables

All information, reports, dashboards, scan results, vulnerability findings, compliance records, risk assessments, asset inventories, configurations, policies, scripts, documentation and any other artefacts generated, collected, processed or maintained under this Contract shall remain the sole and exclusive property of J&K Bank.

The Successful Bidder shall not acquire any ownership, intellectual property rights or other proprietary interest in such information.

Upon termination, expiry or completion of the Contract, the Successful Bidder shall promptly return or securely transfer all such information to the Bank and shall certify deletion of all Bank information retained in its possession, except where retention is required by applicable law.

x. Regulatory Compliance

The Successful Bidder shall comply with all applicable laws, regulations and regulatory guidelines including RBI Master Directions, RBI Cyber Security Frameworks, CERT-In Directions, Digital Personal Data Protection Act, 2023 and any amendments or successor regulations issued during the contract period. Any non-compliance attributable to the Successful Bidder shall be treated as a material breach of the Contract.

20. Survival

Any provision of the Contract/Agreement which, either expressly or by implication, survives the termination or expiration of the Contract/Agreement, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract/Agreement is valid and in force and effect. The provisions of the clauses of the Contract/Agreement in relation

to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership shall survive the expiry or termination of the Contract/Agreement and in relation to confidentiality, the obligations continue to apply unless J&K Bank notifies the Bidder of its release from those obligations.

21. 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.

22. 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.

The Bank, RBI, CERT-In, statutory auditors, internal auditors, external auditors and regulators authorized by the Bank shall have unrestricted audit rights over services delivered under this Contract.

23. 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.

24. 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.

25. 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.

26. Proposal Process Management

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

27. 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.

28. Sub-Contracting

The services offered to be undertaken in response to this RFQ shall be undertaken to be provided by the bidder/ directly employing their employees, and there shall not be any sub-contracting. All the resources deployed by the bidder should be on the bidder's payroll.

29. Reverse Auction

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

30. Award Notification

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

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

31. 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.

32. 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.

33. Exit Management

The Bidder shall provide transition assistance for a period of ninety (90) days after contract expiry or termination. Such assistance shall include:

- i. Knowledge transfer
- ii. Documentation handover
- iii. Dashboard handover
- iv. Scan configuration export
- v. Asset inventory export
- vi. Reporting templates
- vii. Open issue register

Without additional professional services charges.

34. Data Ownership

All data, reports, dashboards, configurations, scan results, vulnerability information, remediation records and associated artefacts shall remain the exclusive property of J&K Bank.





Annexure A: Confirmation of Terms and Conditions

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

Dear Sir,

Sub: RFQ No Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform date

Further to our proposal dated, in response to the Request for Quote for Request for Quote (RFQ)

For Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform (hereinafter referred to as “RFQ”) issued by The Jammu & Kashmir Bank (J&K BANK) we hereby covenant, warrant and confirm as follows:

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

Place:

Date: Seal and signature of the bidder



Annexure B: Tender Offer Cover Letter

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

Dear Sir,

Sub: RFQ no: _____ for Request for Quote (RFQ)

For Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform dated _____

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

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

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

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

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

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

a binding contract between us.

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

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

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

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

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

Place:

Date:

Seal and signature of the bidder

Annexure C: Details of SI/OEM

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

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

Date:

Seal and signature of the bidder

[Annexure D: Compliance to Eligibility Criteria](#)

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

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

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

S. No	Financial and other Requirement to be met by the Bidder	Supporting Documents to be submitted	Compliance (Y/N)
1	The Bidder must be registered with Registrar of Companies / a Govt Organization/ PSU / PSE/ LLP or Private/ Public Limited Company in India.	Copy of Certificate of Incorporation or any other Certificate of registration issued by competent authority form Government of India.	
2	The Bidder should have been in existence in India for the last three years as on 31.03.2026 (DPIIT recognized start-ups exempted)	Copy of Certificate of Incorporation / Certificate of commencement of business.	

3	<p>The Bidder should have a minimum annual turnover of Rs. 50 Crores (Fifty Crores Only) in each of the last three financial years viz. 2023-2024, 2024-2025 and 2025-2026.</p> <p>(Micro and Small enterprises MSEs and DPIIT recognized start-ups are exempted from this clause).</p>	<p>Audited Financial statements for the financial years 2023-2024, 2024-2025 and 2025-2026 and Certificate from statutory auditor must be submitted mentioning Annual turnover for last three financial years i.e., (2023-2024, 2024-2025 and 2025-2026)</p>	
4	<p>The Bidder should have positive net-worth in each of the last three financial years viz. 2023-2024, 2024-2025 and 2025-2026.</p>	<p>Audited Financial statements for the financial years 2023-2024, 2024-2025 and 2025-2026 and Certificate from statutory auditor must be submitted mentioning positive net-worth for last three financial years i.e., (2023-2024, 2024-2025 and 2025-2026)</p>	
5	<p>The Bidder should not have filed for Bankruptcy in any country.</p>	<p>Self-declaration confirming the Criteria.</p>	
6	<p>The Bidder should not have been blacklisted / barred by any Public Sector Bank, Government of India or any regulatory body in India at the time of bid submission.</p>	<p>Self-declaration confirming the criteria.</p>	

7	<p>Bidders shall be the Original Equipment Manufacturers (OEM)/ of Solution (OR) An authorized Security Service Provider. Bidder shall submit OEM Authorization Letter specifically authorizing participation in this RFQ.</p>	<p>If the applicant is an OEM, an Undertaking Letter has to be submitted in this effect.</p> <p>If the bidder is an Authorized Dealer / Distributor, an Authorization letter from their OEM to deal/market their product in India and it should be valid at the time of submission of the Bid.</p>	
8	<p>The Bidder should have its own Service Centre or Office in India.</p>	<p>Relevant Credential letters.</p>	
9	<p>The Bidder should be in business of development or Manufacturing or Selling of Information Security products/services for the immediate preceding three years in India as on 31.03.2026.</p>	<p>Bidder should provide the purchase order copy or reference letter from their customer for the same.</p>	
10	<p>The Bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder's capability to provide / continue the services to Bank.</p>	<p>Self-declaration Confirming the criteria.</p>	



11	The Bidder must have a proven track record of at least one successful deployment in BFSI sector or Commercial Scheduled Bank in the past five years with minimum deployment of 1000 Qualys Solution licenses.	Work orders from the clients have to be submitted along with documentary.	
12	OEM shall certify that the bidder is authorized to provide implementation, managed services and support for all modules covered under this RFQ.	OEM certification must be attached to certify that the bidder is authorized to provide implementation, managed services and support for all modules covered under this RFQ.	

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.

Date:

Signature and Seal of Company



Annexure E: Commercial Bid Format

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

The Commercial Bid shall be submitted in the following format:

S. No.	License Cost	Quantity (X)	Rate Per Unit (Y)	Cost for 3 years (Rs) Z = $X*Y*3$	Amount in Words
1	Per License Cost Per Year - VM DR (including SCA)	4500 IPs			
2	Per License Cost Per Year - Policy Compliance	512 Assets			
3	Per License Cost Per Year - Total AppSec / Web Application Scanning	100 Applications			
4	Per License Cost Per Year - Enterprise TruRisk Management (ETM) including CRQ, CSAM, EASM, TruLens and TruConfirm Capabilities	4500 Assets			
5	Per License Cost Per Year - TruRisk Eliminate (Patching & Remediation)	1400 Licenses			

S. No.	License Cost	Quantity (X)	Rate Per Unit (Y)	Cost for 3 years (Rs) Z = X*Y*3	Amount in Words
6	Per Year SI provided vulnerability Management services along with L2 Onsite Support Engineers at Banks DC location (Noida) & CHQ (Srinagar)	1			
Grand Total					

*Taxes shall be extra as applicable.

Payment Terms:

1. The payment against the subscription of licenses shall be post activation of licenses and shall be paid yearly in advance.
2. Additional Licenses, As, if and when required during the contract period, shall be made available by the selected bidder on same rates as finalized above on per quantity basis. The orders shall however be basis the bundle quantities or its multiplier as mentioned in the above table.
3. Prices mentioned above are exclusive of taxes and taxes shall be extra as and if applicable.
4. The company shall submit PBG of 5% of the total project cost as a Performance Guarantee for the period of contract.
5. Payments shall be released on delivery / implementation and followed up by activation of licenses and post confirmation from the Bank.
6. The contract shall remain valid for a period of three year.
7. The payment against the L2 support shall be paid, Quarterly post rendering of services.



8. The Bank reserves the right to deduct any applicable service credits, penalties, liquidated damages, regulatory recoveries, compensation amounts or any other recoverable dues from invoices, pending payments, Performance Bank Guarantee or any other amounts payable to the Bidder.

Signature with Seal

Date:

Name:

Designation:





Annexure F: Bank Guarantee Format

Bank Guarantee No: _____

Dated: _____

Bank: _____

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

WHEREAS..... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at..... India (hereinafter referred to as “the SI/OEM”) proposes to RFQ and offer in response to RFQ No., datedfor RFQ for Request for Quote (RFQ)

For Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform (Herein after called the “RFQ”) AND

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





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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the SI/OEM of any of the terms and conditions contained in the RFQ and in the event of the SI/OEM commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFQ or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the SI/OEM of their obligations in terms of the RFQ. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the SI/OEM 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 SI/OEM after expiry of the relative guarantee period of the RFQ and after the SI/OEM had discharged all his obligations under the RFQ and produced a certificate of due completion of work under the said RFQ and submitted a “ No Demand Certificate “ provided always that the guarantee shall in no event remain in force after the day ofwithout prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the 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 RFQ or extend the time of performance of the RFQ or to postpone any time or from time to time any of your rights or powers against the SI/OEM and either to enforce or forbear to enforce any of the terms and conditions of the said RFQ and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the SI/OEM or any other forbearance, act or omission on your part or any indulgence by you to the SI/OEM or by any variation or modification of the RFQ or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.



6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the SI/OEM 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 SI/OEM.
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 SI/OEM 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 SI/OEM from time to time arising out of or in relation to the said RFQ and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the SI/OEM 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 SI/OEM in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

15. Notwithstanding anything contained herein above;

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

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

For and on behalf of BANK





Authorized Signatory

Seal

Address





Annexure G: Performance Bank Guarantee Format

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

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 Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform 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 of20.....

For.....

BANK Authorized Signatory



Annexure H: 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 vide Purchase Order No: _____ (and subsequent POs issues in this regard) 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 by mail (on receipt of confirmation).

_____ (Contact details of Company/Receiving party)

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

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 I: Undertaking

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

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

Dear Sir,

Sub: RFQ no: _____ for Request for Quote (RFQ) For Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform.

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform** to Bank as mentioned in RFQ document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

We 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 RFQ in full or in part without assigning any reasons whatsoever.

We have read, understood and accepted the terms/ conditions/ rules mentioned in the RFQ, 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 / secondhand 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 RFQ Rs.2,500/- (Two Thousand Five Hundred Only) and EMD of Rs.15,00,000/- (Rupees Fifteen Lacs Only) in Bank Transfer/Demand Draft/Bank Guarantee favoring J&K Bank Ltd, towards cost of RFQ/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 RFQ.

Place:

Seal and signature of The Bidder

Annexure J: Service Level Agreement (SLA), Key Performance Indicators (KPIs), Service Credits and Penalty Framework

This Service Level Agreement ("SLA") shall form an integral part of the Contract entered into between J&K Bank and the Successful Bidder for **Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform.**

1. Objective

The objective of this SLA is to establish measurable service levels, key performance indicators, service credits, penalties and governance mechanisms applicable to the services being provided by the Successful Bidder under this Contract.

The Successful Bidder shall provide services in accordance with the Scope of Work, Project Deliverables and Service Levels defined in the RFQ and this Annexure.

2. Applicability

This SLA shall apply to all services rendered under the Contract including but not limited to:

- a. Vulnerability Monitoring and Analysis
- b. Scan Configuration and Management
- c. Vulnerability Prioritization and Validation
- d. Policy Compliance Monitoring
- e. Web Application Security Monitoring
- f. Reporting and Dashboard Management
- g. OEM Coordination and Escalation
- h. Resource Deployment and Support Services
- i. Governance and Review Activities

3. SLA Measurement

SLA measurement shall become applicable after completion of the Stabilization and Optimization Phase as defined in the Scope of Work.



All SLA calculations shall be carried out on a monthly basis.

The Bank's records and measurements shall be final and binding for determination of SLA compliance.

4. Service Level Targets

4.1 Incident Response and Resolution

The Bidder shall comply with the response and resolution timelines defined under the Scope of Work of this RFQ.

4.2 Service Availability

The Bidder shall ensure availability of managed services and support functions at a minimum level of 99.90% on monthly basis.

5. SLA FRAMEWORK

SLA measurement shall become applicable post-completion of Phase 2 (Stabilization).

Managed Support SLA – Response Times

Severity	Description	Response Time	Resolution Time
P1	Complete platform outage, scan infrastructure failure, agent failure across estate	1 Hour	8 Hours
P2	Major degradation affecting business operations	4 Hours	24 Hours
P3	Limited operational impact	6 Hours	3 Business Days
P4	Advisory/configuration requests	1 Business Day	5 Business Days



Qualification of resource

Role/ Description	Educational Qualifications/Certifications/ Skills
L2 (One at DC - Facility, Another at CHQ - Srinagar)	1. Minimum 3 years hands-on experience in Vulnerability Management and Security Operations. 2. Minimum 2 years experience on Qualys Platform. 3. Valid OEM certification throughout contract period.

Any replacement of deployed resources shall require prior approval of the Bank. Replacement resource shall possess equivalent or higher qualifications and experience. Resource replacement shall be completed within seven working days.

Key Performance Indicators (KPIs)

The Bidder shall maintain the following minimum KPI levels:

KPI	Target
Asset Discovery Coverage	≥ 95%
Authenticated Scan Success Rate	≥ 90%
Scheduled Scan Execution Success Rate	≥ 95%
Web Application Scan Coverage	100% of onboarded applications
Policy Compliance Scan Success Rate	≥ 95%
Monthly Report Submission	100%
Quarterly Review Submission	100%
Resource Availability	100%

6. Reporting Requirements

The Bidder shall provide:



Weekly Operational Reports

Including:

- Critical and High Vulnerabilities
- Remediation Status
- Open OEM Tickets
- Scan Coverage Status
- Pending Actions

Monthly Executive Reports

Including:

- SLA Performance
- KPI Compliance
- Vulnerability Trends
- Compliance Status
- Risk Posture Summary
- Open Risks and Recommendations

Quarterly Business Review (QBR)

Including:

- Quarterly Performance Summary
- SLA Compliance
- KPI Achievement
- Major Risks
- Improvement Recommendations
- Strategic Roadmap

7. Service Credit and Penalty Framework

7.1 SLA Breach Penalty

For failure to comply with agreed response or resolution timelines:

Severity	Penalty
Critical (P1)	5% of Monthly MSS Charges per occurrence
High (P2)	3% of Monthly MSS Charges per occurrence
Medium (P3)	2% of Monthly MSS Charges per occurrence
Low (P4)	1% of Monthly MSS Charges per occurrence

7.2 KPI Breach Penalty

Failure to maintain any KPI specified under Clause 5 shall attract:

Penalty equal to 2% of Monthly MSS Charges per KPI breach to a maximum of 10% of the Monthly MSS Charges.

7.3 Reporting Delay Penalty

Deliverable	Penalty
Weekly Report	₹2,500 per delayed report
Monthly Executive Report	₹5,000 per delayed report
Quarterly Business Review	₹10,000 per occurrence

7.4 Resource Availability Penalty

Event	Penalty
Resource unavailable beyond 2 consecutive working days	₹2,500 per day
Failure to provide replacement within 7 working days	₹5,000 per day
Deployment of non-qualified resource	₹10,000 per occurrence

7.5 Vulnerability Management Penalty



Event	Penalty
Failure to perform scheduled scan	5% of Monthly MSS Charges per occurrence
Incorrect or incomplete reporting	2% of Monthly MSS Charges per occurrence
Closure of vulnerability without validation	5% of Monthly MSS Charges per occurrence

8. Penalty Cap

The cumulative penalty recoverable under this SLA shall not exceed:

20% of Monthly MSS Charges in any calendar month.

The above limitation shall not apply to:

- a. Fraud
- b. Wilful misconduct
- c. Confidentiality breaches
- d. Data breaches
- e. Intellectual Property violations
- f. Regulatory penalties attributable to the Bidder
- g. Indemnity obligations

9. Regulatory and Compliance Breaches

Any penalty, loss, regulatory action, supervisory observation, compensation, legal liability or financial impact arising due to negligence, omission, security lapse, contractual breach or failure attributable to the Bidder shall be recoverable from the Bidder on actual basis.

Such recovery shall be independent of and in addition to SLA penalties specified herein.

10. Material Breach

The following shall constitute material breach of contract:

- a. Three Critical SLA breaches within a quarter.
- b. Five High Severity SLA breaches within a quarter.
- c. SLA compliance below 95% for two consecutive quarters.
- d. Failure to deploy committed resources for more than thirty days.
- e. Failure to provide mandatory reports for two consecutive months.
- f. Repeated KPI failures for three consecutive months.

Upon occurrence of material breach, the Bank may invoke Performance Bank Guarantee, terminate the Contract, recover losses and procure services from alternate sources at the risk and cost of the Bidder.

11. Recovery Mechanism

The Bank shall have the right to recover:

- Service Credits
- SLA Penalties
- Liquidated Damages
- Regulatory Recoveries
- Compensation Amounts
- Any other contractual dues

through:

- a. Deduction from invoices.
- b. Deduction from pending payments.

- c. Invocation of Performance Bank Guarantee.
- d. Extension through Service Credits.
- e. Any other legal remedy available under law.

12. Ownership of Deliverables

All reports, dashboards, configurations, policies, scan data, asset inventories, documentation, custom scripts, risk assessments and other deliverables created under the Contract shall remain the exclusive property of J&K Bank.

Upon expiry or termination of the Contract, all such artefacts shall be handed over to the Bank without any additional cost.

13. Review and Revision

The Bank reserves the right to review, modify or enhance SLA parameters, reporting requirements and KPI measurements during the contract period based on business, operational or regulatory requirements, with mutual consultation with the Successful Bidder.

14. Acceptance

The Successful Bidder acknowledges having understood and accepted all SLA obligations, KPI requirements, service credits and penalty provisions contained in this Annexure and agrees to comply with the same throughout the contract period.

Scope of Work

Bank has been using Qualys Scanner Vulnerability Management platform and Intends to engage a capable bidder for Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform. Accordingly, Bank is issuing this Request for Quote (“RFQ”) for Procurement of Licenses from authorized partners of OEM as tabulated below:

S. No.	Module / Capability	Requirement
1	VMDR (including SCA)	Total 4500 IPs *Additional Rate Contract in bundle of 100s Basis the prices frozen Per License above
2	Policy Compliance	512 Assets
3	Total AppSec / Web Application Scanning	100 Applications *Additional Rate Contract for Bundles of 10s Basis the prices frozen Per License above
4	Enterprise TruRisk Management (ETM) including CRQ, CSAM, EASM, TruLens and TruConfirm Capabilities	4500 Assets
5	TruRisk Eliminate (Patching & Remediation)	1400 Licenses *Additional Rate Contract (Servers Only) Basis the prices frozen Per License above

- The selected bidder has to supply and install the licenses as per the timelines and SLA levels prescribed in the RFQ.
- Additional Licenses (As and when required during PO Period), shall be made available by the selected bidder on same rates (as mentioned in PO).
- The bidder should have back-to-back arrangements with the OEM so that Bank will be able to log a call with the OEM directly.
- The OEM should have a 24x365 day support contact center in order to log the calls. The contact center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person’s name, number and

designation in the company.

Engagement Overview

- Managed Security Operations Support for the Qualys platform – 12x5 hybrid model
- Continuous monitoring and analysis of vulnerabilities across all in-scope assets
- Expert management of all licensed Qualys modules (VMDR, PC, TAS, ETM, TrE)
- Scan configuration, scheduling, and continuous optimization
- Vulnerability analysis, risk-based prioritization, and false positive validation
- Compliance monitoring, policy tuning, and gap analysis
- Dashboard configuration, reporting, and executive communication
- Remediation tracking and advisory services through the execution/closure of vulnerabilities shall remain with J&K Bank.
- Governance supports weekly operational reviews and monthly executive reviews
- OEM ticket tracking and status reporting with Qualys

The selected bidder shall provide Vulnerability Management Managed Services in accordance with the SLA parameters defined in Annexure J. Failure to meet the prescribed service levels shall attract service credits and penalties recoverable from quarterly payments due to the bidder. Repeated SLA violations shall constitute material breach of contract and may lead to termination of the contract at the sole discretion of the Bank.

The Successful Bidder shall remain solely responsible for end-to-end delivery, support, governance, reporting and SLA compliance for all services covered under this RFQ, irrespective of any support received from OEM or subcontractors.

Exit Management

Upon expiry, non-renewal or termination of the Contract, the Successful Bidder shall provide transition and exit assistance for a period of ninety (90) days or such extended period as may be required by the Bank.



The Exit Management support shall include, but not be limited to:

- a. Knowledge transfer to Bank personnel or replacement service provider.
- b. Handover of all configurations, policies, dashboards, reports and documentation.
- c. Export and transfer of asset inventories, vulnerability data, compliance records and historical reports.
- d. Handover of scan profiles, tagging structures, workflows and operational procedures.
- e. Transfer of open issues, OEM support tickets and escalation records.
- f. Support during migration to a replacement solution or service provider.

Such transition assistance shall be provided without any additional professional service charges except for mutually agreed out-of-pocket expenses.

Proposed Delivery Model

A three-tier hybrid model combining on-site presence with remote operational support and strategic advisory must be followed. This model shall ensure continuous platform operations, close collaboration with J&K Bank's security teams, and strong service governance.

Delivery Phases

Phase	Duration	Name	Key Deliverables
Phase 1	Weeks 1-4	Transition & Knowledge Alignment	Deployment review, access validation, config audit, gap identification, governance framework setup
Phase 2	Weeks 5-10	Stabilization & Optimization	Scan tuning, policy refinement, dashboard setup, baseline reporting, SLA parameter definition



Phase 3	Week 11 onwards	Steady-State Operations	Continuous monitoring, compliance tracking, cloud posture monitoring, remediation advisory, ongoing reporting
Phase 4	Throughout	Governance & Reporting	Weekly operational reports, monthly executive reviews, quarterly QBRs, SLA/KPI tracking

Service Catalog

Service	Frequency	Detail
Vulnerability Monitoring & Triage	Continuous	Real-time monitoring of VM DR findings, severity triage, risk prioritization
Scan Management & Optimization	Daily / Weekly / Ad-hoc	Scan configuration, scheduling, troubleshooting, coverage gap analysis
False Positive Management	Ongoing	Validation and documentation of false positives; exception management within Qualys
Compliance Monitoring (Policy Audit)	Weekly	CIS benchmark tracking, compliance gap reporting, policy tuning
Web Application Security (TAS)	Per scan cycle	WAS scan management, OWASP tracking, remediation guidance
Reporting & Dashboards	Daily / Weekly / Monthly	Operational dashboards, executive reports, trend analysis, risk posture summaries
Remediation Advisory & Tracking	Ongoing	Remediation guidance, ticket tracking, ageing reports, closure verification
OEM Ticket Tracking	As required	Logging, tracking, and status reporting of tickets raised with Qualys OEM
Platform Configuration Support	As required	Minor config changes – policies, tags, dashboards, user management



PROJECT GOVERNANCE PLAN

A robust governance framework is critical for ensuring consistent service quality, transparent communication, and continuous improvement. Governance model thus proposed by the bidder must cover Operational, Management, and Strategic with defined cadences, participants, deliverables, and escalation paths at each level.

Governance Framework Overview

Layer	Cadence	Forum	Partner Team	J&K Bank Participants
Operational	Daily / Weekly	Daily health check (internal) + Weekly Operational Review Call	Platform Lead, Security Analyst	IT/Security SPOC, App Owner
Management	Monthly	Monthly Performance Review Meeting	Delivery Manager, Platform Lead	Security Team Lead, IT Ops Head
Strategic	Quarterly	Quarterly Business Review (QBR)	Business Head, Delivery Manager, Solution Architect	CISO / Senior Leadership

Agenda Item	Detail
Vulnerability Posture	New findings, critical/high summary, age of open vulnerabilities, trend vs. prior week
Compliance Status	Policy Audit pass/fail trend, non-compliant asset count, policy exceptions
Remediation Tracking	Tickets opened/closed, ageing summary, blockers, escalations required
OEM Ticket Status	Open Qualys tickets: status, priority, expected resolution timelines
Action Items	Open items from prior week, new action items with owners and due dates





Management Layer – Monthly Performance Review

Formal meeting within the first 10 working days of each calendar month. Monthly report package shared at least 2 working days before the meeting.

Agenda Item	Detail
SLA/KPI Review	SLA performance for the month: response times, reporting SLAs, scan coverage, uptime metrics
Trend Analysis	Month-over-month vulnerability trends, risk score trajectory, compliance improvement metrics
Risk Posture Summary	Overall security posture score, top risks, ageing critical vulnerabilities, remediation velocity
Observations & Optimisation	Platform optimization recommendations, tuning suggestions, key findings from the month
Operational Issues	Service disruptions, SLA exclusion events, OEM issues, dependency gaps
Next Month Plan	Planned activities, scan schedules, upcoming policy reviews, governance schedule

SLA FRAMEWORK

SLA measurement shall become applicable post-completion of Phase 2 (Stabilization).

Managed Support SLA – Response Times

Severity	Description	Response Time	Resolution Time
P1	Complete platform outage, scan infrastructure failure, agent failure across estate	1 Hour	8 Hours
P2	Major degradation affecting business operations	4 Hours	24 Hours





P3	Limited operational impact	6 Hours	3 Business Days
P4	Advisory/configuration requests	1 Business Day	5 Business Days

Qualification of resource

Role/ Description	Educational Qualifications/Certifications/ Skills
L2 (One at DC - Facility, Another at CHQ - Srinagar)	1. Minimum 3 years hands-on experience in Vulnerability Management and Security Operations. 2. Minimum 2 years experience on Qualys Platform. 3. Valid OEM certification throughout contract period.

Any replacement of deployed resources shall require prior approval of the Bank. Replacement resource shall possess equivalent or higher qualifications and experience. Resource replacement shall be completed within seven working days.

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

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

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

- 6. **DR Mumbai**
 CtrlS Data Center,



Mahape, Navi Mumbai, Maharashtra, 400701

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 RFQ along with Solution Architecture, DFD 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 solution must be implemented as per project scope within a period defined in this RFQ. Rollout of the solution has to be as per the below timelines:

S. No.	Milestone	Timeline
1	Issuance of PO	Week 0
2	Submission of Project Implementation Plan, Project Team Details	Within 1 Week from issuance of PO
3	Signing of SLA & NDA	Within 2 Weeks from issuance of PO



4	Installation and activation of licenses	Within 3 weeks from Issuance of PO
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Successful bidder is expected to provide detailed project implementation status on weekly basis.

The bidder must strictly adhere to the project timeline schedule, as specified in the 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 RFQ 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.

Warranty & AMC

The Warranty for the solution should be for the period of 1 year from the date of successful go live. There after the AMC shall be started for period of 2 years. The contract can be further extended if both parties wish to continue on same terms and conditions.

During the warranty and AMC period, the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost. During the warranty period, the Bidder shall maintain the Software Solution to comply with requirement defined in

the RFQ and the Bidder shall be responsible for all costs relating to maintenance (preventive and corrective), compliance of security requirements of the Software Solution. During the contract period, the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive maintenance support for the supplied Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's requirements/policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at locations whenever required. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.

The vendor will warrant products against defects arising out of faulty design etc. during the specified support period. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.

- a. Diagnostics for identification of systems failures
- b. Protection of data/ Configuration
- c. Recovery/ restart facility
- d. Backup of system software/ Configuration

Prompt support shall be made available as desired in this RFQ during the support period at the locations as and when required by the Bank. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from DC to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

Relocation and Shifting

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



Payment Terms

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

1. The Payments shall be made on the achievement of the following project milestones:

Project Milestone	Payment (Incl. Of applicable taxes)
Payment shall be released on Installation and activation of licenses and submission of PBG for 5% of the project cost subject to receiving confirmation from JK Bank in yearly rests.	100% of the License cost for the year in question Which would mean Payments in yearly Rests in advance for the year.
SI services cost including L2 onsite resources	Quarterly post rendering of services

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

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

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:
 - o Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and
 - o 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 60 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 the its obligations,
- v. Any loss or damage arising out of loss of data;
- vi. Bonafide use of deliverables and or services provided by the successful bidder;
- vii. Non-compliance by the Successful bidder with applicable Laws/Governmental/Regulatory Requirements.

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

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

Right to Audit

“Bank reserves the right to conduct an audit/ ongoing audit of the Company/Service Provider(including its sub-contractors).The Company shall be subject to annual audit by internal/ external Auditors appointed by the Bank / inspecting official from the RBI or the persons authorized by RBI or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and company is required to submit such certification by such Auditors to the Bank

Company shall allow the Bank and RBI or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by Company within a reasonable time failing which Company will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. 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.”

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.

Any limitation of liability specified under the Contract shall not apply to:

- a. Fraud.
- b. Wilful misconduct.
- c. Gross negligence.
- d. Breach of confidentiality obligations.
- e. Data breach or unauthorized disclosure of information.

- f. Intellectual Property Rights infringement.
- g. Regulatory penalties, supervisory actions or compliance failures attributable to the Bidder.
- h. Indemnity obligations under the Contract.

The Successful Bidder shall remain fully liable for the aforesaid events notwithstanding any limitation of liability specified elsewhere in the Contract.

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 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 Bidder shall indemnify Bank against:

- Data breach
- Confidentiality breach
- IP infringement
- Regulatory penalty attributable to bidder
- Gross negligence
- Wilful misconduct

1.5 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

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

Corrupt and Fraudulent practice.

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

establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

Governing Laws and Dispute Resolution

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

The Bank and the Successful Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank for **Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform** and designated representative of the Successful Bidder. If designated Officer of the Bank and representative of the Successful Bidder are unable to resolve the dispute within reasonable period, which in any case shall not exceed 30 days they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and the Successful Bidder respectively. If even after elapse of reasonable period, which in any case shall not exceed 60 days, the senior authorized personnel designated by the Bank and the Successful Bidder are unable to resolve the dispute amicably OR any party fails to designate its officer/representative/ senior authorized personnel within days from the date of request in writing for the same by the other party for amicable settlement of dispute, the dispute shall be referred to a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and the venue of the arbitration shall be at Srinagar. The language of the arbitration proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.



Notices

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

Following shall be address of BANK for notice purpose:

Chief Information Security Officer
Information Security Department
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 RFQ shall be read and construed forming part of this service level agreement. In an event of contradiction on any term or condition between RFQ 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
Company's Authorized Signatory

Agreed and signed on behalf of
J&K Bank Limited

Name.....
Designation.....

Name.....
Designation.....

Witness (1):

Witness (1):

Name.....
Designation.....

Name.....
Designation.....

Witness (2):

Witness (2):

Name.....
Designation.....

Name.....
Designation.....

Annexure K: 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. **Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform** 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 **Procurement, Implementation and Managed Security Services for Qualys VMDR, Policy Compliance, Total AppSec, Enterprise TruRisk Management (ETM) and TruRisk Eliminate Platform.**

Sign and seal of Competent Authority

Name of Competent Authority

Dated

