



**J&K**  
**Grameen Bank**  
Engendering Empowerment

HEAD OFFICE

DIGITAL & ALTERNATE CHANNELS CELL

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## **Request For Proposal (RFP) For Procurement of QR Based Sound Boxes**

### DISCLAIMER

\*\*\* This RFP is meant for the Procurement of QR Based Sound Boxes as per the terms & conditions and specifications indicated. It shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

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## **1. STATEMENT OF PURPOSE**

J&K GRAMEEN BANK (JKGB) intends to select a technically competent and commercially competitive vendor for the Procurement of 3000 QR Based Sound Boxes which can be customized to meet the bank's specific requirements. This document has been prepared by J&K GRAMEEN BANK for its Request for Proposal (RFP) for the Procurement of QR Based Sound Boxes. It is strictly prohibited to reuse, copy, or use this document, either partially or fully, in any form.

The information provided by the bidders in response to this RFP will become the property of J&K Grameen Bank and will not be returned. The Bank reserves the right to amend, cancel, rescind, or reissue this RFP, and all amendments will be communicated to the bidders, which will be binding upon them. The Bank also reserves the right to accept or reject any or all responses to this RFP without assigning any reason whatsoever.

**2. TENDER DETAILS**

Tender Reference No.	<b>JKGB/DAC/QR/2023-3720</b>
Tender Publication Date	<b>15-09-2023</b>
Cost of RFP Document	(A non-refundable fee of Rs 5000/=(Rupees five thousand only) in the form of Demand Draft in favour of Bank, payable at Jammu shall have to be attached with the bid)
EMD	INR 2,00,000/- Only
Last Date for Pre-Bid Queries by email. <i>(Telephonically only if requires discussion)</i>	<b>20-09-2023 (Wednesday) 16:00 Hours</b>
Queries to be emailed at	dac.hoj@jkgb.in
Last Date for Submission of Bid Documents	<b>30-09-2023 (Saturday) 14:00 Hours</b>
Date & Time of Opening of Technical Offer	<b>30-09-2023 (Saturday) 15:00 Hours</b>
Contact Person/Address of Communication/Opening of Bids	HOD DAC, J&K Grameen Bank Ltd., Head Office, Digital & Alternate Channels Cell, Narwal, Jammu, J&K, India -180006
Contact Telephone Numbers	+91-7051510170, 7051510173
Email Address / Web Site Details	dac.hoj@jkgb.in / www.jkgb.in

**2.1. INSTRUCTION TO BIDDERS:**

Technical offers received by the Bank will be opened in presence of the vendor's representatives who choose to attend the opening on the date and time specified above. Only the Vendors who have submitted their offer in response to this tender are permitted to attend the opening.

It is essential that all clarifications / queries, if any, be submitted to the Bank as per table below, before the last date for Pre bid queries.

Technical Specifications, Terms and Conditions and various format for submitting the Tender Offer are described in the tender document and its Annexures.

**Earnest Money Deposit (EMD)** in the form of Irrevocable Bank Guarantee as per the specimen in Annexure IV must accompany the original Technical Offer as specified in this tender document. Offers received without EMD will be rejected. No interest is payable on EMD.

The bidder has to submit the EMD through RTGS to the following account.

Name of the Account:	RTGS-NEFT Settlement Account
Account No:	2010100400000002
IFSC Code:	JAKA0GRAMEN

**Two copies of the offers (both Technical & commercial)** must be submitted at the same time, giving full particulars in **TWO SEPARATE sealed envelopes** at date, time and venue specified in this RFP document

Offers received after the last date and time specified for such receipt will be rejected. All envelopes should be securely sealed and stamped.

The TWO SEPARATE sets of sealed envelopes containing offers must be submitted to the Bank directly as under:

**Envelope-T: Technical [Original] & Technical [Duplicate]**

**Envelope-C: Commercial [Original] & Commercial [Duplicate]**

Each of the above set of offer must be labeled with the following information:

Type of Offer: (Technical or Commercial)	
Copy:(Original or Duplicate)	
Tender Reference Number:	
Due Date:	
Name of the Vendor:	

The Duplicate Offer must be identical in all respects to the Original offer submitted to the Bank, and **must contain all the above information specified.**

**ENVELOPE- T (Technical Offer): [2 Copies i.e., Original and Duplicate]**

The Technical offer (T.O) should be complete in all respects and contain all information asked for, except prices. The Technical Offer should not contain any price information. The Technical offer should be submitted in 2 copies in a closed envelope to the Bank (marked as original and duplicate). The T.O. should be complete to indicate that all products and services asked for are quoted and all terms adhered to.

**EMD should be kept in original Technical Offer to be submitted to the Bank.**

The EMD submitted by the unsuccessful vendors will be released after the completion of each Stage of Evaluation as per the procedure described in Evaluation section. The EMD of the successful vendor will be released on submission of Performance Bank Guarantee. **Performance Bank Guarantee to be deposited for the amount equal to 20 % of the total cost of the project.**

**ENVELOPE-C (Commercial Offer): [2 Copies – i.e., Original and Duplicate]**

The Commercial Offer (C.O) should give all relevant price information and should not contradict the T.O. in any manner. The Commercial offer should be submitted in 2 copies in a closed envelope to the Bank (marked as original and duplicate).

Technical and Commercial Offers must be submitted separately, in different envelopes. Both envelopes should be enclosed in a single big envelope.

MSME's are exempted from paying Tender fee and EMD. The MSMEs should have registered with District Industries Centres or Khadi Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Any other body specified by the Ministry of Micro, Small & Medium Enterprises. MSMEs should submit the relevant documentary proof for claiming the exemptions.

### 3. ELIGIBILITY CRITERIA

Only such selected Vendors who fulfill the following criteria are eligible to respond to the RFP. Offers received from Vendors who do not fulfill any of the following eligibility criteria are liable to be rejected. Also one vendor shall submit only one bid. Multiple bids if submitted by any single vendor shall be rejected.

S.No	Bidder Financial and other information	Supporting Required
1	The bidder must be a Limited Company, registered in India under the companies Act 1956 (Proof required).	Certificate of Incorporation
2	The Vendor to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Vendor.	Letter of confirmation from Vendor
3	Vendor must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs)	Letter of confirmation from Vendor.
4	The bidder should have a minimum turnover of Rs. 3 Crores per year during last 3 financial years to apply for the bidding process.	Balance Sheet, Profit/Loss Statement & Annual Statement of the bidder for the past 3 years
5	The bidder should have a net profit in last 2 financial years to apply for the Bidding process.	Balance Sheet and PL statement of the bidder for the past 2 years
6	Vendor (Bidder) should have repairing / service centre's having adequate number of trained personnel covering entire J&K.	Bidder should specifically confirm on their letter head in this regard.
8	The vendor should be Original Equipment Manufacturer(OEM) / Distributor / Authorized Partner having their company or registered subsidiary in India operating for minimum 2 Years and should have supplied minimum 10,000 sound Box for Merchant Acquiring Business to any registered Bank / Fintech / Payment Service Providers in India.	Copy of the order and / or Certificate of completion of the work.

#### **4. BACKGROUND INFORMATION**

J&K Grameen Bank (JKGB) hereinafter referred to as “the Bank”, was established on 30th June 2009 after amalgamation of two erstwhile RRBs viz. JRB and KRB in accordance with GOI Notification dated 30th June 2009 issued under sub-section (1) of section 23A of the RRB Act, 1976 (21 of 1976). The Bank is being sponsored by J&K Grameen Bank Ltd.

The Bank with its network of 217 branches/offices spread across 11 Districts of the UT of Jammu & Kashmir & UT of Ladakh has been delivering Banking services to more than 12 Lakh customers through 6 Regional Offices and 217 branches. The Bank has total staff strength of 1000 plus and an expected expandability of 1500 in the next three years.

The Bank has put in place a robust IT infrastructure with Finacle as CBS platform running in all Business Units. The Bank is also offering Mobile Banking, UPI and ATM Card facilities to its customers.

The objective of this RFP envisages an end-to-end comprehensive solution for QR Based Sound Boxes which includes supply, installation, design, sizing, customization, configuration, implementation, maintenance and support related to the sound box operations and other components required. The broad scope of work for the Sound Box operations solution is given in the ‘Scope of work’ section wherein the selected bidder has to provide the necessary system to enable implementation, including all additional hardware, middleware as required by the offered solution, application software and all related components, complete interface with the existing CBS solution and other applications implementation and ongoing support services. This is an end to end project and all the items required for making the application operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document.

The Bank intends the vendor appointed under the RFP shall have single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.



## 5 SCOPE OF WORK

Bank intends to empanel reputed vendor as Service Provider for Supply, Installation and Maintenance of Portable Sound boxes under OPEX/CAPEX (Hosted Model) for a period of 3 years, in order to enable the customers of the Bank to have seamless payment experience.

- Under Capex Model, Bank shall out rightly purchase the sound box devices from the service provider. It shall be responsibility of the Bidder to supply, install and maintain the devices during the contract period at the agreed commercials.
- Under Opex Model, the bidder shall deploy its own devices at the merchant locations of the bank customers and shall be responsible for supply, installation and maintenance of the devices for the contract period at agreed commercials.

The scope of work is to provide hardware and solution which will be integrated with external aggregator of the bidder for receiving QR transaction with voice notification on the speaker at merchant location. In later stage the solution needs to be integrated with the banks UPI infrastructure.

The project scope includes but is not limited to the following:

- As bank is currently UPI Issuer, Bidder should provide VPA IDs through aggregator Model.
- The selected bidder(s) will undertake to ensure availability of offered Sound Boxes during the contract period, as well as maintenance of sufficient inventory of genuine spare parts during contract period.
- In addition, empanelled vendor should also be able to provide QR without sound box on aggregator model (QR code image file in standard printable form as per banks requirement).
- Reconciliation for said transaction should be on daily basis on same day after EOD
- As when bank moves on UPI acquirer facility, Bidder should supply and implement the Sound Box with individual merchant VPA IDs as provided by the bank free of cost.
- The proposed solution to be integrated with the Core Banking Solution of the Bank and other third party solutions, which are to be source of input data, and this integration should facilitate STP and should be managed through secured ports to avoid any leakage of data and exposure of any possible vulnerability y.
- The proposed solution should be capable of generating all the regulatory / statutory reports as per required format. The solution should be flexible enough to take care of existing as well as any new future reports, mandated by statutory authorities, within the timelines stipulated by the regulatory bodies during the contract period at no additional cost to the Bank.
- The proposed solution should comply with the existing or future time to time guidelines on KYC- PROPOSED & Combating of Terrorism Financing from various regulators / enforcement agencies like RBI, IBA, FIU-IND, UIDAI, SEBI, FATF etc. As and when new guidelines are issued from such regulatory authorities, the Bidder should incorporate the same in the solution at no additional cost to the Bank during the contract period.
- Bidder has to submit the exhaustive list of all hardware items (servers, storage etc), software licenses and third party tools with their configurations and detailed solution architecture in the bid. The proposed hardware should have either horizontal scalability or vertical scalability in accordance with the requirements of Web / App / DB layers. The proposed solutions shall be scalable and shall be able to integrate with all existing setup and new infrastructure/Assets of the Bank, as per requirement, without any additional cost to the bank.
- Bank is expecting to Go-Live with the proposed solution within 2 weeks from the date of issuing Letter of Intent / purchase order to the selected vendor. Bidder should perform onsite maintenance of hardware,

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software with database and all the related products with customization, change management, addition of new reports as desired by Bank / regulatory authorities, performance tuning of the application, necessary and adequate patches and upgrades, utilities, tools etc after successful GO-LIVE of the proposed solution.

- Bidder has to provision for required hardware / software / third party tools to support archiving requirements of the bank for the entire contract period.
  - There should be support for list scanning of account /customer database against watch lists – incremental screening should be there if there are any updates to the watch list data or customer data. All new customers should be checked against blacklists, watch lists data. And there should be provision to run search against existing customers as and when required.
  - The solution should provide rule based suspicious transaction identification. It should have the ability to update above rules incorporating new scenarios as and when notified by the concerned authority for identifying suspicious transactions. The solution should also have provision to create user defined rules basing on various parameters like customer type, nature of business, various risks etc.
  - Users should be able to view transactional details of all alerts fired with respect to the certain customer.
  - The solution should have complete and comprehensive security from unauthorized access.
  - Bidder has to comply with all the security guidelines mentioned by RBI / any regulatory body. Bidder has to provide all the necessary support and access to premises / documents as and when requested by Bank / Bank's appointed personnel / any regulatory body. The machines procured should be compliant as per latest compliance standard released by NPCI/RBI etc.
  - The bidder shall maintain the devices at various locations as per order given in subsequent lots. The selected bidder(s) will undertake to ensure availability of offered Sound Boxes during the contract period, as well as maintenance of sufficient inventory of genuine spare parts during contract period.
  - During the Contract period, the bidder should extend the service support. The scope of support shall include
    - ✓ Rectification of bugs/defects if any.
    - ✓ Maintenance of Hardware/Software.
    - ✓ Reinstallation of firmware/software, whenever required.
    - ✓ Solving issues in devices and taking remedial steps for closing any internal or external audit / VAPT recommendations.
    - ✓ Replacement of faulty hardware, software, accessories, etc.
  - Any engineering changes / up gradations applicable to the hardware shall be communicated to the Bank by the bidder within a period of one month from the date of release / observation. It shall be supplied, installed and commissioned free of cost by the bidder. The bank reserves the right to procure the update / enhancement / system hardware upgrade.
  - Any software support like update / enhancement / software upgrade etc. shall be supplied, installed and commissioned free of cost by the bidder. However, any such software support like update / enhancement / upgrade shall be communicated to the Bank by the bidder within a period of one month from the date of release.
  - If any software and hardware upgrades and updates provided by the OEM as free of cost, it should be provided and installed & configured by the bidder during contract period.
  - Any software related issue or media related malfunctioning which ultimately affects the performance of Sound Box notification for QR Merchants of J&K Grameen Bank, shall be rectified during the full period of the Contract, at no extra cost to the Bank.
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- If any of the peripheral(s) / component(s) is taken by the bidder for repair during the contract period, the substitution shall be carried out with peripheral(s) / component(s) of equivalent or higher capacity. Replacement should be provided before taking equipment for repair.
  - In case some peripheral(s) / component(s) is declared by the bidder as beyond repairs, the bidder shall provide a replacement peripheral(s) / component(s) of the same or higher model from the same OEM with prior approval of the Bank at no additional costs.
  - Service support is defined specifically as helpdesk, update / enhancement, upgrade, technical guidance, technical consultancy, enablement of features and functionality, problem solving and troubleshooting, providing technical solution, rectification of bugs, rectification of Audit / VAPT findings, enabling features of the software already provided, providing additional user controlled reports, changes in configuration & settings, device configuration, enabling parameterized features, future product information, migration, manpower resource allotment for pre-planned activity, co-ordination for changes in structure, etc.
  - The support shall be given in person or through telephone/E-mail.
  - Only licensed copies of software shall be supplied and ported for the equipment. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
  - The bidder hereby undertakes as a part of this contract to provide technical support and guidance for successful operation of the equipment and its expansion in future by the Bank during Contract period.
  - The bidder shall provide centralized complaint booking facility to the bank and the dashboard, if available the method of booking complaints shall be E-mail, Contact no, on line portal, web, etc.
  - The bidder shall submit the maintenance procedures and call log-in procedures. The escalation procedure for maintenance during Contract period shall be submitted.
  - Original / copy of downtime report should be submitted to the bank.
  - During the Contract period, the bidder shall provide Service Support on 12 hours basis (8 AM to 8 PM) on 365 days of the year for all the locations.
  - The bidder shall maintain the sufficient stock at their end and the same to be delivered / configured / installed at merchant location within 5 days from the date of Bank raising the request to the bidder.
  - During re-installation of device or software bidder should co-ordinate with existing system integrators of bank for network configuration, firewall permissions and other activities for smooth installation and maintenance.
  - Bidder should provide the Firewall port opening details wherever required.
  - Bidder should ensure the highest uptime achieved and smooth working of the device for the Contract period. However, penalty of 0.50% of contract value per week or part thereof, subject to maximum of 5% of contract value.
  - Further, bidder should provide the spare equipment in case of device failure. The replacement of faulty equipment should be of same model or higher end model and should support all the performance requirements of existing equipment without any extra cost to bank.
  - Billing should be done on monthly basis.
  - Bidder should provide the downtime report on monthly basis.
  - In case of sim integration, the bidder has to ensure supply / delivery / configuration / installation with related KYC compliances.
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- In case of non-recovery of Terminals due to loss / physical damage / manhandling etc. or any other reasons, Bank shall reimburse the depreciated cost of the device.
- The sound box devices should be able to announce the payment success along with amount details with customized message (shared by Bank) in English and Hindi.
- Bidder should provide all software and hardware upgrades and updates provided by the OEM free of cost during the entire contract period.
- The selected bidder should deploy latest available compatible version of the solution in our bank at no additional cost and upgrade solution whenever it is changed.
- All third party licenses/subscriptions required for the solution to function should be provided by the selected vendor without any additional cost to the bank.
- The solution shall include all components and subcomponents like software licenses, Middleware, Third party Software etc. and the bidder at no extra cost to the Bank and should supply other components (required for commissioning and operationalization of the solution as a part of RFP

## **6 TRAINING:**

- It shall be the responsibility of the Bidder(s) install, give training to merchant and offer services including deployment of the sound system, terminal driving, connecting, merchant help desk, merchant apps, field services, Accordingly the Bank desires to offer the sound system delivery and operational channel to Merchant Establishments enrolled by Bank.
- Bidder should provide the training as and when they receive request from Bank to this effect. The Bidder shall ensure delivering training material and hands-on during the training.
- The selected Bidder shall provide training to the participants without any cost to the Bank / participants.
- The selected Bidder should also make provision for downloadable lessons / user manuals / procedure documents etc.,

## **7 DELIVERY, INSTALLATION, CONFIGURATION, INTEGRATION AND COMMISSIONING:**

- Bank shall provide the address and contact details of the Merchant Locations for Supply, Installation and Maintenance of Portable Sound Boxes for extending facility to J&K Grameen Bank Merchants for a period of 3 years while placing the order.
- The selected bidder shall ensure delivery of sound boxes in LOTs as decided by Bank.
- The selected bidder shall ensure maintenance of sufficient inventory of Sound Boxes at their end to ensure delivery in LOTs along with QR stickers pasted on sound box as per Bank's defined format.
- The installation of Sound Boxes to merchant location shall be within 5 days from the date of the merchant details being provided by the Bank to vendor. Please note that no extra charges will be paid for those locations where road permit is required. The selected bidder has to arrange for road permit, E-Way bill at his own cost. It will be the sole responsibility of the selected bidder to submit any form required for release of shipment from the check post.
- The selected bidder is required to make the arrangements for delivery of hardware to the locations as per the list of locations provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the selected bidder, if required.
- Delayed deliverables will attract a penalty of 0.50% of contract value per week or part thereof, subject to maximum of 5% of contract value.
- Bank reserves the right to change / modify locations for supply of the items. In the event of any change / modification in the locations where the hardware items are to be delivered / not billed, the bidder in such cases shall deliver, install at the modified locations at no extra cost to the Bank.
- The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. The installation will be accepted only after complete commissioning of hardware.
- Installation of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.
- Bidder in no case will enter into any agreement with J&K Grameen Bank customer without the involvement of the Bank for the QR service.

## 8 UPTIME:

- The bidder shall guarantee a 24x7 availability with monthly uptime of 99.95% for the solution as specified in Scope of Work, during the period of the Contract and also during ATS, if contracted, which shall be calculated on monthly basis.
- Infrastructure availability including network, compute and storage shall be at a minimum 99.95%.
- The "Uptime" is for calculation purposes, equals to the Total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the Bank / User unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.
- If the Bidder is not able to attend the troubleshooting calls on solution working due to closure of the office / non-availability of access to the solution, the response time / uptime will be taken from the opening of the office for the purpose of uptime calculation. The Bidder shall provide the Monthly uptime reports during the contract period and ATS period, if contracted.
- The Downtime calculated shall not include any failure due to Bank, third party and Force Majeure.

The percentage uptime is calculated on monthly basis as follows:

$$\frac{(\text{Total contracted minutes in a month} - \text{Downtime minutes within contracted minutes})}{\text{Total contracted minutes in a month}} \times 100$$

Contracted minutes of a month = No. of days in that month X 24 X 60.

## **9 WARRANTY, ANNUAL TECHNICAL SUPPORT SERVICES / ANNUAL TECHNICAL MAINTENANCE:**

- Bidder shall factor the costs in the Price Schedule accordingly. As part of Warranty, ATS & AMC services the bidder shall provide following services:
- Bidder shall provide the on-site comprehensive maintenance (Warranty, ATS and AMC) during the entire contract period for all the software and services including Operating System, Database and Third Party Software within the scope of work.
- Successful Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as mentioned in the Service Level Agreement.
- The warranty, ATS/AMC should be comprehensive in nature with service support through telephone and/or email in between 8 AM and 8 PM on all working days of the Bank. Bidder has to provide the escalation matrix further, if the problem still remains unresolved after telephonic help or in case of major breakdown, then Bidder has to arrange for on-site support for recovery and resolving the issue as soon as possible.
- Annual maintenance cost (AMC)/ Annual Technical Support (ATS) services include version upgradations, patches, bug fixing, and compliance of RBI / IBA / FIU-IND / any other regulatory authority changes, compliance of irregularities pointed by Internal / External Auditors etc.
- Back to Back OEM active support should be available for the hardware, software, third party applications, OS, Database Licenses etc supplied by the successful Bidder in the contract and supporting documents for the same should be provided for releasing of respective payments.
- The Bank will not be liable to pay any additional amount in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. On-site maintenance services without any additional cost shall be provided by the Bidder during the period of warranty / ATS / AMC.
- Installation / re-installation, configuration / reconfiguration of software including OS & DB, as and when required during the contract period. All updates and upgrades of OS & DB has to be done by the selected Bidder during contract period. All these activities are to be covered under scope of AMC / ATS provided by the vendor and bank will not pay any additional cost for the same.
- The services offered through Warranties, Annual Maintenance Contract and Annual Technical Support should meet the end-to-end onsite support requirements for implementing and maintaining infrastructure deployed as part of the proposal till completion of contract.
- Bidder shall ensure necessary changes or modifications announced by RBI / IBA / FIU-IND / any regulatory authority or any other statutory authorities on the PROPOSED software within the timelines or schedule stated by respective authorities without charging any extra cost to the Bank during the contract period. No exclusions / exceptions will be permitted in complying IBA / FIU-IND / RBI / other statutory authority guidelines.
- Bidder shall provide required help during IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc to the Bank. Also rectify the irregularities pointed out during IS Audit at no cost to the Bank.
- MIS Reports generation: Bidder should provide Daily / Monthly / Quarterly / Yearly / adhoc reports, Exception reports, Detailed / summary level reports, etc. in the specified formats as required by the Bank
- The selected Bidder should agree to make a provision of making emergency release of patches in case of some serious bugs or immediate requirements without any additional cost to the Bank.

- The selected Bidder should agree to supply and install such periodical releases after removal of all bugs reported till that date and also the other modifications carried out based on feedback received till that date without any additional cost to the Bank.
  
- New Version with full customization should be provided in case of existing Software is declared as End of Support / End of Sale not able to comply the Regulatory guidelines during the contract period at no additional cost to the Bank.
  
- The selected Bidder should agree that during the warranty / ATS period, the software will be kept up-to-date in terms of followings, without any additional cost to The Bank:
  - ✓ Bugs removal and troubleshooting
  - ✓ Maintenance and support for patches, version control and release.
  - ✓ Regular performance tuning including database of solutions for performance optimization.
  - ✓ Regular backup of PROPOSED application & database.
  - ✓ Data rectification, if required, on being caused due to any program malfunction or due to any other reason whatsoever.
  
- The selected Bidder warrants that the services provided under the contract shall be as per the Service level Agreement (SLA) to be signed between the Bidder and the Bank.
  
- If the Bidder, having been notified, fails to remedy the defect(s) as per SLA, the Bank may proceed to take such remedial action as may be necessary at the Bidder's risk and expense and without prejudice to any other rights, which the Bank may have against the Bidder under the contract.
  
- The selected Bidder should also guarantee that all the software supplied by the Bidder is licensed and legally obtained.
  
- Selected Bidder shall be fully responsible for any IP rights violation in connection to the supplied software. Only licensed copies of software shall be supplied and ported. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
  
- Assist / support the Bank to install the same, if Bank desires during period of warranty / ATS at no cost to the Bank. As per the Bank's Business Continuity Policy / Disaster Recovery Policy, bidder should design and update BCP / DRP document on periodic intervals for the proposed solution.
  
- As a part of AMC / ATS support, Bidder is required to resolve the issues reported by the Bank (with the help of log generated by the application). Although the backup will be taken by our DC team, the Bidder will also be responsible to test the backup for the restorability of using test server once in every 6 months
  
- Bidder has to take up the complete installation, integration and customization of the proposed solution with the existing CBS system and other applications without disturbing the day to day operations of the bank. Bidder should accomplish the job in co-ordination with existing CBS system & other applications OEMs. The proposed solution shall meet the scope of work and also the functional and technical scope of work requirements as mentioned in the RFP



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## **10. OUTCOMES, TIME LINES, PERFORMANCE STANDARDS & DELIVERABLES:**

- The schedule of activities towards completion of the project by the selected Vendor is given below:
- A detailed Project Plan to be submitted by the Vendor within one week of SLA Signoff.
- The entire project should strictly adhere to the above time-line. In case of Site Not Ready for installation for any reason owing to the Bank or any delay attributed to Bank, the Vendor has to obtain a certificate from the Bank in this regard mentioning the delay period & delay reason and also submit an undertaking to complete the particular delayed work / service when the site is ready or when Bank asks to do so.
- The Bank or its representative / consultant shall have the right to inspect and/or test the software to confirm their conformity to the RFP and the offer submitted thereon at no extra cost to the Bank.
- The inspection and testing will be conducted by the Bank, their consultant or other such person Nominated by the Bank at its option and shall notify the Vendor in writing.
- In case of any discrepancy in the software supplied, the Bank reserves the right to levy penalty till the discrepancy is rectified or terminate the entire agreement including forfeiting the Security held.
- Bank will carry out acceptance test of the Sound Box operations in periodic manner in conformity of the project delivery schedule.

## **11. TERMS OF CONTRACT / PAYMENTS / PENALTIES**

### **11.1 GENERAL**

- The Bank expects the bidders to adhere to the terms of the RFP and subsequent clarifications issued by the bank and would not entertain or accept any deviations to the same. If the bidders have absolutely genuine issues only then should they provide their nature of non - compliance to the same. The Bank reserves its right to not to accept such deviations to the RFP terms.
- Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.
- The project to be implemented within 3 weeks of issuance of Purchase Order. In case of delay of more than 3 weeks, Bank reserves the right to levy penalty on vendor @ 2 % of the total cost of the project. In case of delay of more than 6 weeks, bank reserves the right to terminate the project. NO payment shall be made in case of termination of the project / contract. Non-compliance of the installation of Sound Boxes will result in the Bank imposing penalty of 0.50% plus GST on delay in Implementation per week or part thereof, on the contract value.

### **11.2 LICENSE**

- The vendor has to indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses regarding the licenses/intellectual property rights pertaining to the software/product/solution.

### **11.3 OUTCOME AND PERFORMANCE STANDARDS**

- The Goods and Services supplied under this Contract shall conform to the standards offered in the bid submitted by the Vendor. The Bank is not responsible for any assumptions or judgments made by the Vendors for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Vendor to the RFP documents circulated to the Vendors and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Vendor must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.

- The Bank may choose to carry out a technical inspection / audit and performance evaluation of products offered by the short listed Vendors. The Vendor would permit the Bank or any person / persons appointed by the Bank to observe the technical and performance evaluation/ benchmarks carried out by the Vendor.
- Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Vendor and under no circumstances the same would be reimbursed to the Vendors by the Bank.
- Any financial loss incurred by bank due to non-compliance of any regulatory guidelines in respect of Sound Box operations, to be borne by the bidder

## **11.4 Payment Schedule:**

- Invoicing and payment terms: The payment shall be released on a monthly basis. Three copies of the monthly invoice should be submitted within 30 days from the end of each month. This shall also include all supporting documents on the basis of which the invoice has been prepared, including (but not limited to) the following:
  - Bank will release the payment on completion of activity and on production of relevant documents / invoices.
  - The selected bidder has to submit Installation report / Sign off report duly signed by the Merchants in original while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
  - Bank will not pay any amount in advance.
  - Payment shall be released within 30 days from submission of relevant documents.
  - The bank shall finalize the installation and acceptance format mutually with the selected bidder. The bidder shall strictly follow the mutually agreed format and submit the same while claiming installation and acceptance payment.
  - Based on satisfactory performance by the solution provider Bank reserves the right to extend the contract on mutually agreed commercials for subsequent periods.
  - Payment will be based on number of devices installed and configured shall be considered for billing based upon the number of such devices as at the last date of the billing month. The devices installed up to 10th of the billing month shall be paid rental for the full month and devices installed after 10th of the billing will be paid in the subsequent month billing cycle.
  - The payment for the invoice received along with all stipulated supporting documents shall be done within 6 weeks of the bill receipt date.
  - The bidder will be the single point of contact for the Bank for any issues / problems related to the Sound Box functioning provided / maintained by them.
  - The payments will be released centrally by the Bank through NEFT / RTGS after deducting TDS, Penalty / LD if any, and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, etc.

## **11.5 TAXES & DUTIES**

- The Vendor is expected to quote all components & services as part of the commercial bid inclusive of all costs and taxes like customs duty, excise duty, freight, forwarding, insurance etc. But exclusive of service tax (GST). These will be paid by the bank to the Vendor on actuals on the production of bills and receipts of such payments made to relevant authorities.
- The vendor will be entirely responsible to pay all taxes including corporate tax, income tax, license fees, duties etc., in connection with delivery of the solution at site including incidental services and commissioning.
- Wherever the laws and regulations require deduction of taxes at the source of payment, the Bank shall effect such deductions from the payment due to the vendor. The remittance of amount so deducted and issue of certificate for such deductions shall be made by the Bank as per the laws and regulations in force.
- Nothing in the contract shall relieve the vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the vendor in respect of this contract.

## **11.6 SERVICE LEVEL AGREEMENT (SLA)**

- The selected vendor has to sign a detailed SLA before the issuance of Purchase Order. The SLA will be prepared jointly by the Bank & the selected vendor and will be based on
  - ✓ The scope of the RFP and any amendment done in the RFP before submission of the bid.
  - ✓ The solution offered by the vendor in response to the bid.
  - ✓ Detailed project schedule submitted by the vendor.
  - ✓ Selected vendor is obliged to provide additional infrastructure free of cost at any stage of the Total Cost of Ownership period, if it was found that requirement & standards intended by the Bank in RFP is not being fulfilled.
  - ✓ The SLA will be binding on the vendor for the entire period of 3 Years.

## **11.7 CHANGE OF ORDER**

- The Bank may at any time, by written order given to the vendor make changes within the general scope of the purchase order in any one or more of the following.
  - The Place of delivery/installation
  - The Services to be provided by the vendor
- If any such changes causes an increase or decrease in the cost of, or the time required for the vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both and the contract shall accordingly be amended. Any claims by the vendor for adjustment under this clause must be asserted within 30 days from the date of the vendor's receipt of the Bank's changed order.

## **11.8 ORDER CANCELLATION**

▪ The BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the BANK under the following circumstances:-

✓ The selected bidder commits a breach of any of the terms and conditions of the bid.

✓ The bidder goes into liquidation, voluntarily or otherwise.

▪ If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of Contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.

▪ In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.

▪ After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

▪ The BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, Including the pending bills and/or invoking the bank guarantee under this Contract.

## **11.9 DELAY IN VENDORS PERFORMANCE**

▪ Delivery of the solution and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the Bank.

▪ If at any time during performance of the purchase order, the vendor encounters conditions impeding timely delivery of the solution and performance of the services, the vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the vendors notice, the Bank shall evaluate the situation and may at its discretion extend the vendors time for performance, with or without liquidated damages in which case the extension shall be ratified by the parties by amendment of the contract.

## **11.10 LIQUIDATED DAMAGE**

▪ If the vendor fails to deliver or perform the services within the time period(s) specified in the contract or within the period of extension granted by the Bank, or breaches any term of SLA 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 TCO of the project for each week or part thereof of delay until actual delivery or performance up to a maximum deduction of 10% of the TCO of the Project. Once the maximum limit of 10% is breached, The Bank may terminate the contract and the Performance Security submitted may be invoked.

## 11.11 Termination of Contract

For Insolvency Bank may at any time terminate the contract by giving written notice to the Vendor, if the Vendor closes its office in India or becomes bankrupt or insolvent. In this event, termination will be without compensation. For Non-performance Bank reserves its right to terminate the contract in the event the Service Provider repeatedly fails to deliver in accordance with the scope of work given in the Contract.

## 11.12 NON-DISCLOSURE CLAUSE

Vendor agrees that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information of the Bank

## 12. EVALUATION AND AWARD PROCESS

On the basis of documents / Information submitted, the Eligibility proof will be scrutinized firstly as per the terms & conditions described in the RFP. The Technical offer will be evaluated only for such vendors who have qualified in the Eligibility Criteria prescribed by the Bank or any consultant appointed by the Bank.

The evaluation and award process shall comprise of following two sections:-

- ✓ Technical Features with PoC (Proof of Concept) and/or product walkthrough -M1
- ✓ Commercial Bid Submitted-M2

### Stage I- Technical Features

In this stage, the evaluation of Technical specifications would be made as per the method described here under:-

S.No	Proposal Bid Evaluation	Evaluation Parameters	Max Marks
1	Number of Public / Private Sector Bank/Financial Institution /RRB/ PSU/ BFSI Sector in India) on the proposed Sound box solution in India	1 SCB: 5 marks 2-3 SCB: 10 marks More than 3 : 15 marks	15 Marks
2	Total Number of Active Sound boxes being managed on Hosted Model	Up to 20,000 : 5 marks Above 2,000 up to 50,000: 10 marks Above 50,000 : 15 marks	15Marks
3	Techno Functional Requirements	Techno Functional Requirement-& Module wise Requirements 1 Mark for each requirement	30 Marks
4	Solution Features and Capability/ Product Demonstration/Technical Presentation/ Project Team Experience/ PoC (Proof of Concept).	Committee Evaluation	40 Marks

The detailed Techno Functional Requirements are mentioned in Annexure II

**Marks Awarded**

**Scaled Technical Marks (M1) = ----- 100**

**Maximum Marks**

**Stage –II FINANCIAL & FINAL BID EVALUATION:**

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

**Minimum TCO offered**

**Scaled Commercial Mark (M2) = ----- 100**

**TCO offered**

Weightage for calculation of L1 after scaling will be as under:-

60% of Scaled marks obtained for Technical Bid Submitted, PoC and product walkthrough.

40% of Scaled marks obtained for Commercial Bid Submitted

**FINAL MARKS = 0.6 x M1 + 0.4 x M2**

## **12.1 BANK'S RIGHT**

The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Vendor or Vendors or any obligation to inform the affected Vendor or Vendors of the grounds for the Bank's action. Bank reserves the right to modify any terms, conditions and specifications of the RFP.

Bank reserves the right to obtain revised price bids from the Vendor with regards to changes in RFP clauses or if the Bank is not satisfied with the price offered.

Bank reserves the right to accept any Bid in part or whole.

## **12.2 SIGNING OF CONTRACT**

As the Bank notifies the Vendor that its bid has been accepted, Vendor is required to submit his confirmation to implement the solution at J&K Grameen Bank immediately

SLA needs to be signed between bidder and bank, which will bind the bidder legally to implement the project in reference to this RFP. In case bidder fails to agree the terms and conditions mentioned in SLA and fails to sign SLA within 15 days from the date of opening of commercial bid, bank reserves the right to reject its offer.

Bank reserves the right to select the next ranked Vendor, if the selected Vendor withdraws his proposal or found to be non-responsive to Bank's bid acceptance after selection or at the time of finalization of the contract or disqualified on detection of wrong or misleading information in the proposal.

In case the Vendor fails to sign the contract or in case the Vendor withdraws his proposal after its selection the bid security of the Vendor will be forfeited.

## **12.3 PERFORMANCE SECURITY**

The selected vendor has to furnish performance security to the Bank from a scheduled commercial bank for an amount of 10% of the value of the contract for entire period of TCO at the time of signing the contract.

The performance security is required to protect the Bank against risk of selected vendors conduct during the TCO period.

The performance security shall be denominated in INDIAN RUPEES only and shall be issued by a Scheduled Indian Bank in India in the Form provided in the RFP.

The Performance Security will be valid for 36 months + 90 days from the date of signing the contract. However depending upon the requirement of the Bank the vendor has to extend the period of performance security.

The Performance Security of the vendor may be invoked in case of failure of the vendor to meet the requirements of the Bank under the RFP for performance under Warranty and AMC obligations.

## **12.4 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER**

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.

Bank reserves the right to make any changes in the terms and condition of the purchase.

Bank will not be obliged to meet and have discussions with any vendor and/ or to listen to any representations.

## **12.5 CONTACT DETAILS**

**a) For tender related technical and commercial queries: Please mail**

at: [helpdesk@jkgb.in](mailto:helpdesk@jkgb.in)

**Contact No :** 7051510170, 7051510173

## **12.6 PERFORMANCE BANK GUARANTEE:**

The successful Bidder is required to submit a PBG (performance Bank guarantee) for an amount of 20% of the Purchase Order value valid for the period of warranty of the device and solution (whichever is later). The format for the Performance Bank Guarantee is attached to this RFP document as Annexure V.

The Performance Guarantee should be valid for the term period plus 3 Months as claim Period. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected Bidder fails to submit performance guarantee within the time stipulated, The Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice.

Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.



<b>Index of ANNEXURES</b>		
S.No	Name of ANNEXURE	ANNEXURE NO.
1	Existing Systems / Applications of the Bank	I
2	Technical Specification	II
3	Commercial Bid	III
4	Bank Guarantee	IV
5	Performance Bank Guarantee	V
6	Service Level Agreement	VI

## **Annexure-I**

### **Facts / Figures :-**

<b>S. No.</b>	<b>Facts</b>	<b>Figures</b>
1	Total No of Users	1200 (approx)
2	Existing CBS	Finacle 7.0.25
3	OS	Sun Solaris
4	Database	Oracle 11g
5	Present Database Size	800 GB (approx)
6	Incremental Data Growth	15% YoY
7	Present Customer Base	15 lakhs
8	Incremental Customer Growth	10% YoY

## **ANNEXURE-II: TECHNICAL SPECIFICATION**

Sr. No	Description (1 Mark for each Point)	Compliance (Yes/No)	Bidder Remarks
<b>1</b>	<b>GENERAL</b>	-----	-----
1.1	Browser based access from any of the connected locations of the Bank		
1.2	Scalability-System must be scalable without any limitation to accommodate new functions, new software upgrades such as operating systems		
1.3	All the modules of the software should be fully integrated and no manual intervention should be needed for inter-modules operations.		
1.4	Rules must be modifiable without vendor intervention from the front end, with logs of changes made.		
1.5	Should support processing on Real time, Online, Off-line, batch mode, etc. Should also support scheduling and defining of jobs.		
1.6	Should have the ability to Integrate with sources like messaging systems like SMS, Email, etc		
1.7	Should maintain a historical record of Customer, Account, Transaction, etc. Should be possible to retrieve information as on a previous date i.e., show the status of a customer as of a particular date.		
1.8	Support encryption of data during exchange internally and with external systems.		
1.9	System should have a flexible solution for tuning parameters, modifying and creating new scenarios and risk factors to monitor risks		
1.10	System should be flexible to set-up various views / alerts using parameters and without any intervention of vendor or any modification of the software		
<b>2</b>	<b>Regulatory Requirements</b>		
2.1	Compliance with the FIU, FATF requirements, Statutory requirements and guidelines of RBI on KYC and PROPOSED time to time.	-----	----- --
2.2	Should manage blacklists provided by regulatory authorities like the lists provided by FIU, RBI, Office of Foreign Acts Control Specially designated nationals (OFAC SDN), Politically Exposed People (PEP) lists, National Criminal Intelligence Service (NCIS), Office of the Superintendent of Financial Institutions (OSFI), UN sanctioned list etc. Should be possible to add new lists as and when they are introduced in future. Online downloads / checks from such sites should be possible.	-----	----- -----
<b>3</b>	<b>Transaction Monitoring &amp; Alert Management</b>		

3.1	The system should be able to know Money laundering patterns and fraud patterns like structuring, circulation of fund etc. The system should have no limits to parameterize these patterns based on the banks experiences in money laundering and fraud		
3.2	The system should support parametrizing regulatory threshold limits and benchmarks set by bank and alert the users on violation / breach of these set limits		
3.3	The PROPOSED system should provide the user to generate a suspicious transaction report and fill up all the requisite information as per the format provided by regulation & bank and to submit the same. The user can submit the report to the higher ups for review and final submission to the concerned regulatory authorities.		
3.4	The system should have provision to create user defined rules		
<b>4</b>	<b>Reports</b>		
4.1	The system should support all regulatory reporting requirements as mandated by the regulatory and statutory authorities from time to time		
4.2	The system should support generation of various management information system and adhoc reports as required by the bank from time to time in the format as desired by the bank.		
4.3	The system should support archiving of reports for future reference / use		
4.4	System should provide options for printing every report either on common central printer or the printer attached to the terminal and should be configurable		
4.5	Should be possible to set up and automatically run a report based on user-defined criteria such as an alert or report every time a transaction crosses a threshold limit.		
4.6	System should generate All Regulatory Reports (Present / Future)		
4.7	System should generate LEGAL compliance Report to be executed by customers as per RBI/FIU-IND format		
4.8	Should provide the capability to export data to other systems.		
<b>5</b>	<b>System Accessibility</b>		
5.1	The system should support deployment of the solution centrally with a centralize database		
<b>6</b>	<b>Security</b>		
6.1	The PROPOSED system should have surveillance software to prevent malpractices. The system should provide for a foolproof security system. The built-in Security System in the software should ensure that the sensitive data that the system handles is protected from unauthorized access and misuse. It should provide the Supervisor with		

	a high degree of control over assigning system access rights to users. The system should provide for the users to be assigned individual rights or may be grouped together and given common rights. Hierarchical Security, Access level Security, Singular Log-in per user at any given point of time, are some of the security features that should be supported by the PROPOSED system.		
6.2	Access to the system for all the users should be available only through menu selection of the user interface.		
6.3	Access to data should be based on parameters such as viewing, modifying, authority level to access, etc. and should be linked to user access rights.		
<b>7</b>	<b>Integration</b>		
7.1	The PROPOSED solution should be integrated with the Banks Core Banking Solution, other payment systems		
<b>8</b>	<b>IPv6 compatibility &amp; Compliance</b>		

## **ANNEXURE-III: COMMERCIAL BID**

We hereby quote our commercial offer as given below. You may add additional rows/column as per your own requirement to quote the prices:

<b>QR Codes WITH SOUNDBOX (OPEX MODEL)</b>			
<b>Quotation per device (excluding GST)</b>	<b>Tentative Quantity (for Calculation Purpose)</b>	<b>Multiplication Factor</b>	<b>Total Amount</b>
<b>A=One time cost of implementation</b>	3,000	1	$C=A*3,000$
<b>B= Rent of 1 device</b>	3,000	12 months x 3 Years	$D=B*3,000*12*3$
<b>Total Cost of Ownership in case of QR Codes WITH SOUNDBOX(OPEX MODEL)</b>			$E=C+D$

<b>QR Codes WITH SOUNDBOX (CAPEX MODEL)</b>			
<b>Quotation per device (excluding GST)</b>	<b>Tentative Quantity (for Calculation Purpose)</b>	<b>Multiplication Factor</b>	<b>Total Amount</b>
<b>F= One time cost of device</b>	3,000	1	$G=F*3,000$
<b>H= AMC,ATC &amp; WARRANTY OF DEVICE PER YEAR</b>	1	3 YEAR	$I=H*3$
<b>Total Cost of Ownership in case of QR Codes WITH SOUNDBOX(CAPEX MODEL)</b>			$G+I$

\*Quantity mentioned is on tentative basis. Bank can increase or decrease the final order as per its discretion at the price finalized with successful bidder. TCO should include every service required for project implementation. Bank will not pay any additional price except TCO

## **ANNEXURE IV - BANK GUARANTEE(EMD)**

TO

**Chairman  
J&K Grameen Bank, Head Office,  
Narwal**

Jammu – 180006, Jammu & Kashmir (India)

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at.....India (hereinafter referred to as “the VENDOR”) proposes to tender and offer in response to tender Ref. No.

**JKGB/DAC/QR/2023-3720** in supply and installation of QR Sound Boxes and its maintenance

operations AND WHEREAS, in terms of the conditions as stipulated in the TENDER, the VENDOR 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 Tender in accordance with the Tender Document (which guarantee is hereinafter called as “BANK GUARANTEE”) AND WHEREAS the VENDOR has approached us,

..... for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed TENDER to you, WE, .....having.....Office at....., India 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 2Lacs (Rupees two LACS only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the VENDOR of any of the terms and conditions contained in the Tender and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the TENDER 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 2 Lacs (Rupees Two LACS only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the TENDER.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR 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 VENDOR after expiry of the relative guarantee period of the Tender and after the VENDOR had discharged all his obligations under the Tender and produced a certificate of due completion of work under the said Tender and submitted a “ No Demand Certificate “ provided always that the guarantee shall in no event remain in force after the day of..... without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
  
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR 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 Tender or extend the time of performance of the Tender or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said Tender 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 VENDOR or any other forbearance, act or omission on your part of or any indulgence by you to the VENDOR or by any variation or modification of the Tender 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 2 LACS ( Rupees Two LACS 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 VENDOR 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 VENDOR.
  
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 VENDOR 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 VENDOR from time to time arising out of or in relation to the said Tender 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 now existing unconcealed 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 VENDOR 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 further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.

14. Notwithstanding anything contained herein above;

i) our liability under this Guarantee shall not exceed Rs 2 LAC (Rupees Two LAC only) ;

ii) this Bank Guarantee shall be valid upto and including the date for a period of Six Months from the Date of Guarantee 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.

15. We have the power to issue this Bank Guarantee in your favor 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 Branch

Manager Seal

Address

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## **Annexure V- PERFORMANCE BANK GUARANTEE**

TO

**Chairman  
J&K Grameen Bank, Head Office,  
Narwal**

Jammu – 180006, Jammu & Kashmir (India) dac.hoj@jkgb.in

WHEREAS..... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ....., hereinafter referred to as the VENDOR has undertaken supply and installation of QR Sound Boxes and its maintenance operations in terms of the Purchase Order bearing No. .... dated ....., hereinafter referred to as “the CONTRACT”.

AND WHEREAS in terms of the Conditions stipulated in the said Contract, the VENDOR is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favour to secure due and satisfactory compliance of the obligations of the VENDOR in accordance with the Contract ;

THEREFORE, WE, .....(Name of the Bank) furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

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

3. We further agree that, if demand, as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said vendor and accordingly discharge this guarantee. Provided, however, serving of a written claim / demand in terms hereof on us for payment under this guarantee on or before the stipulated period , time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.

4. We further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by us against the said VENDOR and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Vendor or for any forbearance, act or omission on our part or any indulgence by us to the said vendor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Vendor.

6. We lastly undertake not to revoke this guarantee 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 upto and including the..... (mention 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.

Dated the ----- day of -----20----

For.....

BANK OFFICER MANAGER

## **ANNEXURE VI - SERVICE LEVEL AGREEMENT**

This Service Level agreement (“Agreement”) is made and executed on \_\_\_\_\_ (“Effective Date”), by and between \_\_\_\_\_, a company incorporated under the laws of India and having its registered office \_\_\_\_\_, India (hereinafter referred to as the “Company”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART; and J&K GRAMEEN BANK LTD, a regional rural bank created by amalgamation of Jammu Rural Bank and Kamraz Rural Bank by Government of India while exercising power conferred by Sub-Section 91) of Section 23 (A) of the Regional Rural Bank’s Act, 1976 vide notification dated 30th June 2009 issued by Ministry of Finance, Department of Financial Services, carrying on banking business, having its Head Office located at Narwal, Jammu, Jammu & Kashmir, Pincode-180006 (hereinafter referred to as the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the OTHER PART.

The Bank and Company are hereinafter collectively referred to as ‘Parties’ and individually as a ‘Party’. Now therefore, this Agreement is witnessed as under:

### **Definitions of the terms**

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

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

## Scope of Work

Bank intends to empanel reputed vendor as Service Provider for Supply, Installation and Maintenance of Portable Soundboxes under OPEX/CAPEX (Hosted Model) for a period of 3 years, in order to enable the customers of the Bank to have seamless payment experience.

➤ Under Capex Model, Bank shall outrightly purchase the soundbox devices from the service provider. It shall be responsibility of the Bidder to supply, install and maintain the devices during the contract period at the agreed commercials.

➤ Under Opex Model, the bidder shall deploy its own devices at the merchant locations of the bank customers and shall be responsible for supply, installation and maintenance of the devices for the contract period at agreed commercials.

The scope of work is to provide hardware and solution which will be integrated with external aggregator of the bidder for receiving QR transaction with voice notification on the speaker at merchant location. In later stage the solution needs to be integrated with the bank UPI infrastructure this project includes but not limited to the following:

- As bank is currently UPI Issuer, Bidder should provide VPA IDs through their partnered Bank on an external aggregator Model.
- The selected bidder(s) will undertake to ensure availability of offered Sound Boxes during the contract period, as well as maintenance of sufficient inventory of genuine spare parts during contract period.
- In addition , empanelled vendor should be also able to provide QR pasted on display stand without soundbox on aggregator model
- Reconciliation for said transaction should be on daily basis on banks non-holiday days. On banks holiday's days reconciliation should be done same day or max T+1 day.
- In case Bank moves on UPI acquirer facility, Bidder should supply and implement the Sound Box with individual merchant VPA IDs as provided by the bank free of cost.
- The proposed solution to be integrated with the Core Banking Solution of the Bank and other third party solutions, which are to be source of input data, and this integration should facilitate STP and should be managed through secured ports to avoid any leakage of data and exposure of any possible vulnerability.
- The proposed solution should be capable of generating all the regulatory / statutory reports as per required format. The solution should be flexible enough to take care of existing as well as any new future reports, mandated by statutory authorities, within the timelines stipulated by the regulatory bodies during the contract period at no additional cost to the Bank.
- The proposed solution should comply with the existing or future time to time guidelines on KYC-PROPOSED & Combating of Terrorism Financing from various regulators / enforcement agencies like RBI, IBA, FIU-IND, UIDAI, SEBI, FATF etc. As and when new guidelines are issued from such regulatory authorities, the Bidder should incorporate the same in the solution at no additional cost to the Bank during the contract period.
- Bidder has to submit the exhaustive list of all hardware items (servers, storage etc), software licences and third party tools with their configurations and detailed solution architecture in the bid. The proposed hardware should have either horizontal scalability or vertical scalability in accordance with the requirements of Web / App / DB layers. The proposed solutions shall be scalable and shall be able to integrate with all existing setup and new infrastructure/Assets of the Bank, as per requirement, without any additional cost to the bank.
- Bank is expecting to Go-Live with the proposed solution within 2 weeks from the date of issuing Letter of

Intent / purchase order to the selected vendor. Bidder should perform onsite maintenance of hardware, software with database and all the related products with customization, change management, addition of new reports as desired by Bank / regulatory authorities, performance tuning of the application, necessary and adequate patches and upgrades, utilities, tools etc after successful GO-LIVE of the proposed solution.

- Bidder has to provision for required hardware / software / third party tools to support archiving requirements of the bank for the entire contract period.
- There should be support for list scanning of account /customer database against watch lists – incremental screening should be there if there are any updates to the watch list data or customer data. All new customers should be checked against blacklists, watch lists data. And there should be provision to run search against existing customers as and when required.
- The solution should provide rule based suspicious transaction identification. It should have the ability to update above rules incorporating new scenarios as and when notified by the concerned authority for identifying suspicious transactions. The solution should also have provision to create user defined rules basing on various parameters like customer type, nature of business, various risks etc.
- Users should be able to view transactional details of all alerts fired with respect to the certain customer.
- The solution should have complete and comprehensive security from unauthorized access.
- Bidder has to comply with all the security guidelines mentioned by RBI / any regulatory body. Bidder has to provide all the necessary support and access to premises / documents as and when requested by Bank / Bank's appointed personnel / any regulatory body. The machines procured should be compliant as per latest compliance standard released by NPCI/RBI etc.
- The bidder shall maintain the devices at various locations as per order given in subsequent lots. The selected bidder(s) will undertake to ensure availability of offered Sound Boxes during the contract period, as well as maintenance of sufficient inventory of genuine spare parts during contract period.
- During the Contract period, the bidder should extend the service support. The scope of support shall include
  - ✓ Rectification of bugs/defects if any.
  - ✓ Maintenance of Hardware/Software.
  - ✓ Reinstallation of firmware/software, whenever required.
  - ✓ Solving issues in devices and taking remedial steps for closing any internal or external audit / VAPT recommendations.
  - ✓ Replacement of faulty hardware, software, accessories, etc.
- Any engineering changes / up gradations applicable to the hardware shall be communicated to the Bank by the bidder within a period of one month from the date of release / observation. It shall be supplied, installed and commissioned free of cost by the bidder. The bank reserves the right to procure the update / enhancement / system hardware upgrade.
- Any software support like update / enhancement / software upgrade etc. shall be supplied, installed and commissioned free of cost by the bidder. However, any such software support like update / enhancement / upgrade shall be communicated to the Bank by the bidder within a period of one month from the date of release.
- If any software and hardware upgrades and updates provided by the OEM as free of cost, it should be provided and installed & configured by the bidder during contract period.
- Any software related issue or media related malfunctioning which ultimately affects the performance of Sound Box notification for QR Merchants of J&K Grameen Bank, shall be rectified during the full period of the

Contract, at no extra cost to the Bank.

▪ If any of the peripheral(s) / component(s) is taken by the bidder for repair during the contract period, the substitution shall be carried out with peripheral(s) / component(s) of equivalent or higher capacity. Replacement should be provided before taking an equipment for repair.

▪ In case some peripheral(s) / component(s) is declared by the bidder as beyond repairs, the bidder shall provide a replacement peripheral(s) / component(s) of the same or higher model from the same OEM with prior approval of the Bank at no additional costs.

▪ Service support is defined specifically as helpdesk, update / enhancement, upgrade, technical guidance, technical consultancy, enablement of features and functionality, problem solving and troubleshooting, providing technical solution, rectification of bugs, rectification of Audit / VAPT findings, enabling features of the software already provided, providing additional user controlled reports, changes in configuration & settings, device configuration, enabling parameterized features, future product information, migration, manpower resource allotment for pre-planned activity, co-ordination for changes in structure, etc.

▪ The support shall be given in person or through telephone, letter and E-mail.

▪ Only licensed copies of software shall be supplied and ported for the equipment. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.

▪ The bidder hereby undertakes as a part of this contract to provide technical support and guidance for successful operation of the equipment and its expansion in future by the Bank during Contract period.

▪ The bidder shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Contact no, on line portal, web, etc.

▪ The bidder shall submit the maintenance procedures and call log-in procedures. The escalation procedure for maintenance during Contract period shall be submitted.

▪ Original / copy of downtime report should be submitted to the bank.

▪ During the Contract period, the bidder shall provide Service Support on 12 hours basis (8 AM to 8 PM) on 365 days of the year for all the locations.

▪ The bidder shall maintain the sufficient stock at their end and the same to be delivered / configured / installed at merchant location within 5 days from the date of Bank raising the request to the bidder.

▪ During re-installation of device or software bidder should co-ordinate with existing system integrators of bank for network configuration, firewall permissions and other activities for smooth installation and maintenance.

▪ Bidder should provide the Firewall port opening details wherever required.

▪ Bidder should ensure the highest uptime achieved and smooth working of the device for the Contract period. However, penalty of 0.50% of contract value per week or part thereof, subject to maximum of 5% of contract value.

▪ Further, bidder should provide the spare equipment in case of device failure. The replacement of faulty equipment should be of same model or higher end model and should support all the performance requirements of existing equipment without any extra cost to bank.

▪ Billing should be done on monthly basis.

▪ Bidder should provide the downtime report on monthly basis.



- In case of sim integration, the bidder has to ensure supply / delivery / configuration / installation with related KYC compliances.
- In case of non-recovery of Terminals due to loss / physical damage / manhandling etc. or any other reasons, Bank shall reimburse the depreciated cost of the device.
- The sound box devices should be able to announce the payment success along with amount details with customized message (shared by Bank) in English and Hindi
- Bidder should provide all software and hardware upgrades and updates provided by the OEM free of cost during the entire contract period.
- The selected bidder should deploy latest available compatible version of the solution in our bank at no additional cost and upgrade solution whenever it is changed.
- All third party licenses/subscriptions required for the solution to function should be provided by the selected vendor without any additional cost to the bank.
- The solution shall include all components and subcomponents like software licenses, Middleware, Third party Software etc. and the bidder at no extra cost to the Bank and should supply other components (required for commissioning and operationalization of the solution as a part of RFP
- Bidder in no case will enter into any agreement with J&K Grameen Bank customer without the involvement of the Bank for the QR service

## Technical Requirements

The technical requirements of the project for deployment of Sound System to be installed at Merchant Locations of J&K Grameen Bank for announcing payment success of BHIM UPI QR Code & Mobile Banking along with amount details includes the requirements mentioned below, but not limited to the following:

- 1.**The Successful Bidder (s) is supposed to undertake supply and implementation of the Sound box at individual merchant sites as provided by the bank.
  - 2.**The Successful Bidder shall also provide mobile merchant application for Android and iOS which shall facilitate the customers of the Bank.
  - 3.**The Soundbox and Merchant app shall be branded as per Bank requirements.
  - 4.**The Soundbox shall be configurable to support Voice in English, Hindi and regional languages.
  - 5.**The Bank shall be empanelling the vendor (s) for deployment of sound box solution under OPEX / CAPEX model, best suitable for the Bank with lowest commercials quoted after qualifying technical evaluation. Bank can select one vendor in each category or can select one vendor for both categories as per the lowest commercials quoted by the Successful Bidder.
  - 6.**Bank is planning to install around 3000 Soundbox Machines in the initial period and the same is expected to grow as per the demand of the devices and performance of the Successful Bidder. The Successful Bidder shall maintain the sufficient stock at their end and the same to be delivered/configured/installed at merchant location within the timelines defined in this RFP/SLA.
  - 7.**In consideration of the payment of the charges, the Successful Bidder shall maintain the devices at various locations across the country as per the projections given by the Bank.
  - 8.**During the Contract period, the Successful Bidder should extend the service support. The scope of support shall include:
    - Rectification of bugs/defects if any.
    - Maintenance of Hardware/Software/Backend System.
    - Reinstallation of firmware/software, whenever required.
    - Solving issues in devices and taking remedial steps for closing any internal or external audit/VAPT recommendations.
    - Replacement of faulty hardware, software, accessories, etc.
  - 9.**All the engineering changes/Upgradation applicable to the hardware shall be communicated to the Bank by the Successful Bidder within a period of one month from the date of release/observation. It shall be supplied, installed and commissioned free of cost by the Successful Bidder.
  - 10.**All the software support like update/enhancement/software upgrade etc. shall be supplied, installed and commissioned free of cost by the Successful Bidder. However, any such software support like update/enhancement/upgrade shall be communicated to the Bank by the Successful Bidder within a period of one month from the date of release
  - 11.**All the hardware/ software upgrades, updates and Successful Bidder released by the OEM upgrades shall be provided, installed & configured by the bidder during warranty period without any additional cost to the Bank.
  - 12.**All the software/hardware related issue or malfunctioning which ultimately affects the performance of Sound Box notification for J&K Grameen BANK Merchants, shall be rectified during the full period of the Contract, at no extra cost to the Bank within the timelines defined in the RFP/SLA.
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**13.** If any of the peripheral(s)/component(s) is taken by the Successful Bidder for repair during the contract period, the substitution shall be carried out with peripheral(s)/component(s) of equivalent or higher capacity. Replacement of the sound box should be provided before taking equipment for repair to avoid disruption at Merchant location.

**14.** In case some peripheral(s)/component(s) is declared by the Successful Bidder as beyond repairs, the Successful Bidder shall provide a replacement peripheral(s)/component(s) of the same or higher model from the same OEM with prior approval of the Bank at no additional costs.

**15.** Service support is defined specifically as helpdesk, update/enhancement, upgrade, technical guidance, technical consultancy, enablement of features and functionality, problem solving and troubleshooting, providing technical solution, rectification of bugs, rectification of Audit/VAPT findings, enabling features of the software already provided, providing additional user controlled reports, changes in configuration & settings, device configuration, enabling parameterized features, future product information, migration, manpower resource allotment for pre-planned activity, co-ordination for changes in structure, etc. The support shall be given in person or through telephone and E-mail.

**16.** The Successful Bidder (s) shall provide centralized complaint booking facility to the bank merchants. The method of booking complaints shall be through the Merchant App, e-mail and Toll-free No / SMS etc.

**17.** Only licensed copies of software shall be supplied and ported for the equipment. The Successful Bidder(s) shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.

**18.** The Successful Bidder (s) hereby undertakes as a part of this contract to provide technical support and guidance for successful operation of the equipment and its expansion in future by the Bank during Contract period.

**19.** The Successful Bidder (s) shall ensure that the solution should have a DR of equal configuration and sound boxes should run automatically when the solution is running from DR.

**20.** During the Contract period, the Successful Bidder (s) shall provide Service Support on 14 hours basis (8 AM to 10 PM) on 365 days of the year for all the locations.

**21.** During re-installation of device or software, service provider should co-ordinate with existing system integrators of bank for network configuration, firewall permissions and other activities for smooth installation and maintenance, wherever required. Successful Bidder should provide the Firewall port opening details wherever required.

**22.** Successful Bidder should ensure the highest uptime achieved and smooth working of the device for the Contract period. It shall be responsibility of the Successful Bidder (s) to provide the downtime report on monthly basis.

**23.** The Successful Bidder (s) should quote the commercials for the devices along with all the peripheral like charger, SIM Card, etc. which shall be required for smooth functioning of the sound box devices. In case of SIM integration, the Successful Bidder has to ensure supply/delivery/configuration/installation with related KYC compliances.

**24.** In case of non-recovery of Terminals due to loss/physical damage/mishandling etc. by the merchant or any other reasons acceptable by Bank, Bank shall reimburse the depreciated cost of the device on WDV (Written-Down Value) with annual depreciation rate of 33% per annum under Opex Model.

**25.** The contract period will be for a period of 3 years. If so desired by the Bank, the contract may be extended by two year terms from the date of its expiry on the same terms and conditions. However bank will have the right to cancel the agreement, in case services of the vendor not found satisfactory and/or bank plans to come out of the activity, in that case bank will not be liable for any compensation to the successful bidder.

## MIS & Analytics:

1. The Successful Bidder shall develop a custom dashboard as per the requirement of our Bank.
2. Comprehensive detailed MIS reports including analytical reports and Bank's customized reports should be made available, with various search criteria on the dashboard like search by date, keywords etc, as per the Bank's requirement, at no additional cost.
3. The reports thus generated should be downloadable / exportable in PDF/Excel and other compatible formats as per the Banks requirement.
4. The Solution should support data analytics of the data stored using AI/ML techniques.

## Regulatory Compliance:

The solution proposed by the Successful Bidder (s) should abide to the security requirements of the RBI, respective Government/ other regulatory agencies and the Bank.

## Data Format and Security:

- The data in flow should be in encrypted form in compliance with Regulatory / Banks Information Security requirements from time-to-time.
- An authenticated session, together with its encryption protocol, should remain intact throughout. The entire process should be secure and end-to-end encrypted.
- The proposed solution should ensure Integrity & Confidentiality of the data.
- The solution may undergo software and security audit as per stipulations and all remarks/ observations in the audit reports to be rectified / incorporated.
- The developed applications should accommodate and integrate with banks' infrastructure/ solutions at no additional cost.
- System should have the ability to configure and comply with Bank's Risk and Information Security policies.
- Successful Bidder to ensure that the data is protected from any unauthorized access wherein the data may be disseminated to any unwanted source. Data integrity to be maintained at all point of time.
- Successful Bidder should be able to comply with the regulatory & statutory requirements and also to get the required certifications done as per the requirements Ecosystem on ongoing basis.
- Any new advisory/guidelines issued by regulatory authorities like RBI, MoF, DFS, GOI, SEBI, NPCI, IBA, SIDBI, NABARD etc. need to be implemented free of cost during the contract period.
- Implementation of the proposed solution should consider all the security measures. The Solution should comply with Bank's password policy.
- All the audit observations (VAPT, IS audit etc.) should be rectified by the Successful Bidder within the timelines to ensure the compliance of SLA. Patching activity should be performed periodically as per the requirement of the Bank.
- Detailed MIS reports should be available as per the Bank's requirement.
- During the contract, Successful Bidder will proactively inform Bank about any security vulnerability related to the solution and fix it without any additional cost.
- The Successful Bidder has to close on time all VAPT and audit points raised by Bank's Internal or external auditors from time to time, during the implementation and post implementation, at no additional cost.

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## Compliance Requirements:

1. The solution should be in accordance with the security norms of RBI/NPCI from time to time. The Regulatory mandates by any regulator pertaining to the application or solution provided by the Successful Bidder has to be complied during the validity of contract period without any extra cost to the Bank.
2. The solution proposed has to be in strict compliance with extant Laws and Regulations like but not limited to IT Act 2000 read with IT Amendment Act 2008, Draft Master Directions of RBI Directions on Outsourcing, RBI Digital Payment Security Directions 2021, RBI Cyber Security Framework Circular Dated 2nd June 2016, NPCI Circulars and Directions.
3. The Successful Bidder shall ensure that a strong Project Governance Framework is put in place for adequately addressing associated risks and measuring the success of the project at any given point of time. The same needs to be communicated as part of the RFP response along with the escalation matrix.
4. In case the Successful Bidder opts for providing the services via a Multi-tenancy environment, it must be protected against data integrity and confidentiality risks and against co-mingling of data. The architecture should enable smooth recovery and any failure of any one or combination of components across the managed services architecture should not result in data/ information security compromise.
5. The Successful Bidder shall share the appropriate update and release cycles affecting the service features (Such as: Security, Continuity, legal and governance...etc.). The Successful Bidder must be flexible to align the same with the Banks Patch, Vulnerability and Change Management Processes.
6. The Successful Bidder, as part of bid submission shall share the detailed information on how the Service Provider ensures and applies agile and rapid yet comprehensive risk management. This must include the Risk Control checking Methodology.
7. In case the Service Provider is proposing the solution on Virtualized mode, the Service Provider has to ensure that the controls are in place to guarantee that only authorized snapshots are taken, and that these snapshots level of classification and storage location and encryption is compatible in strength with the production virtualization environment.
8. The Successful Bidder shall provide the Bank with its Service Providers user list that will have access to the Bank's data; at any point throughout the duration of the agreement. Service Providers should also update the Bank with any change in the employee list.
9. The Admin & User Management Framework provided by the Service Provider must be in alignment with RBI's Authentication Framework for Customers, Privileged Accesses and other Internal Users.
10. The Service Provider must provide the Bank secure control for managing its identities (Including Identity Creation and Deletion / Modification & Termination).
11. The Service Provider shall ensure Authentication, Authorization, Accounting, Access control and logging (Format, retention and Access) meet the Bank's regulatory and legal requirements.
12. The Service Provider shall have the information readily available on Location and time of access of the Service Provider Team.

13. The Service Provider shall ensure Micro-segmentation of Banks services. The Service Provider shall further shall ensure to put in place, in addition to the Infrastructure Security, the Application Layer Firewalls, conduct source code reviews prior to provisioning any application release, Adopt Secure web development best practices like OWASP secure development guidelines, Adopt OS and Applications security hardening best practices. Service Provider shall submit the source code audits reports mentioning closure of all identified vulnerabilities at yearly frequency to the Bank.

14. Service Provider shall ensure to conduct Periodic Vulnerability Assessment & Penetration testing of its Infrastructure and applications. The MPS shall ensure that these activities are done as part of Vulnerability Management and remediation program is defined, and it includes fixing the vulnerabilities based on priority. All vulnerabilities should be prioritized and must be fixed and patched within SLAs agreed upon by the Bank and the CSP in line with Banks Patch & Vulnerability Management procedure.

15. Service Provider shall ensure to follow a proper software development life cycle (SDLC) and that security is an integrated part in at least the following phases:

- a. Planning and requirements gathering
- b. Architecture and functional Design phase Coding
- c. Testing
- d. Maintenance

16. The Successful Bidder shall ensure to adopt and is in compliance with Change Management and Incident Response Procedures as specified in (ITIL)

17. The Service Provider shall share its DR plan with Bank so as to ensure it matches the Bank's BCP requirements.

18. The Service Provider has the ability to retrieve and restore data following data loss incidents;

19. Service Provider to ensure the DR solution is capable of maintaining the same levels of security measures and controls utilized in the normal operation mode;

20. The Successful Bidder must be open for evaluation of each of the Data segmentation controls at each layer, as well as the number and type of controls at each layer every 6 months and after major system changes and upgrades.

21. The Service Provider shall ensure that it is using a unique set of encryption key(s) for Bank. The unique encryption keys shall help protect data from being accessible in the event that it is inadvertently leaked from one Service Provider customer to another.

22. The Service Provider shall ensure to provide the "Exclusive" right to data ownership to the Bank throughout the duration of the agreement. The ownership includes all copies of data available with the Service Provider including backup media copies if any. The Service Provider is not permitted to use Bank's data for advertising or any other non-authorized secondary purpose.

23. The Service Provider shall contractually ensures that they inform the Bank "immediately" on any confirmed breach without any undue delay. The Service Provider shall ensure that Bank is notified within 4 hours of any "Suspected" breach from the time of breach discovery.

24. An "Exit Management Plan" must be put in place to define the rules of disengagement. Service Provider should provide the detailed description of the exit clause including agreed process, TAT for exit, data completeness and portability, secure purge of Bank's information, smooth transition of services ,complete plan of how data shall be moved out from the hosted infrastructure with minimal impact on continuity of the Bank's operations.

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25. It shall be responsibility of the service provider to ensure smooth transition of all the data of the Banks data including audit trails, logs, to Bank specified location/storage on the conclusion of services. It would be obligatory for the Service Provider not to delete any data without the written permission from the Bank.

26. Service Provider shall ensure to comply with the data and media destruction and sanitization controls as stipulated in Media Disposal and Sanitization Policies of Bank. The Service Provider shall further preserve documents as required by law and take suitable steps to ensure that Banks interests are protected, even post termination of the services. This would include ensuring full integrity data transition from service provider to alternate service provider or on premise setups.

27. The Successful Bidder(s) shall ensure that the services are duly audited and certified by Cert- In Empaneled Audit Companies. The Successful Bidder(s) are required to comply with requisite audit requirements as is specified under the security standards followed under the Information Technology Act and as stipulated by the Regulators from time to time.

28. Bank shall ensure that the Service Provider shall neither impede/ interfere with the ability of the Bank to effectively oversee and manage its activities nor impede the supervising authority in carrying out the supervisory functions and objectives.

29. The Service Provider shall ensure that the arrangement shall comply with law/ regulations issued by RBI from time to time.

30. The Service Provider shall grant unrestricted and effective access to data related to the outsourced activities.

31. The relevant business premises of the Service Provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorized under law.

32. In case the technology/software platform/ hardware / infrastructure offered under the solution on hosted model reaches end of life / support during the contract period, the Successful Bidder has to ensure that the systems are either replaced or upgraded at their/ Successful Bidder(s) own cost without any disruption in the ongoing business transactions of the Bank.

## Contract Uptime

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

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

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

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

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

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

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

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

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

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

The percentage uptime is calculated on quarterly basis as follows

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



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

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

2 x 100

----- = 0.09% (Considering days in a quarter as 90) 90 x 24

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

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

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

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

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

During Period of contract, Service Provider will maintain the services as per SLAs. If the Successful Bidder fails to maintain guaranteed/committed uptime of 99.9% on quarterly basis, Bank shall impose penalty as mentioned below on slab basis. In case the uptime falls below the levels as tabulated below, Bank shall impose a penalty for each percent of loss of uptime below the guaranteed level as per details below:

Uptime	Penalty /Quarter
Above 99.90%	NA
99.80% to 99%	3% of the project Cost/Quarter
98.99% to 97%	5% of the project Cost/Quarter
97.99% to 95%	10% of the project Cost/Quarter
Less than 95%	Penalty at an incremental rate of 1% (in addition to a base of 10%) of the product cost for every 0.5% lower than the stipulated uptime

**For Soundboxes:**

This service is to be provided on all the working days of the Bank between 9 a.m. to 6 p.m. notwithstanding the fact whether on such days the selected bidder's office remains closed or not. "Company" has to attend the calls within reasonable timings convenient to the "Bank". For the timings beyond scheduled working hours, a request needs to be made to the "Bank" for allowing the entry. The down time of the soundbox, shall be the period the soundbox remains off, due to the "Company's" problem.

The Successful Bidder shall ensure that all the calls lodged by the Bank should be closed within the time period defined in the table below during the warranty period. Penalty shall be applied for the calls which are closed after the minimum threshold period.—

**Service Management:****Device Installation/De-Installation/Repair Resolution**

S.No	Activity	Timelines
1	New Installation	For Metro/Urban/Semi-Urban centers : R+1 working day For Rural Areas: R +2 working days
2	Attending Complaints/ Service request	For Metro/Urban : R+1 working day For Semi-Urban centers/ Rural Areas: R +2 working days
3	De-activation	On the same day
4	De-Installation	For Metro/Urban : R+3 working day For Semi-Urban centers/ Rural Areas: R +5 working days
5	Application activation	1. For Metro/Urban : R+1 working day For Semi-Urban centers/ Rural Areas: R +2 working days
6	Parameter Change request	For Metro/Urban : R+1 working day For Semi-Urban centers/ Rural Areas: R +2 working days
7	Software issue	Same day

In case of the failure to deliver and /or install the hardware/ failure to resolve the calls within the stipulated timelines during a quarter, penalty shall be levied for every 1 day delay at the rate of 2% of the Monthly rental cost per soundbox up to a maximum of 10 days from the original date .Bank may recover such amount of penalty from any payment being released to The Successful Bidder, irrespective of the fact whether such payment is relating to this contract or otherwise. In case there is no pending invoices to be paid by the Bank to The Successful Bidder, The Successful Bidder has to submit a pay order / cheque payable at Jammu in favour of Jammu & Kashmir Grameen Bank for the same within 15 days from the notice period from the Bank. The Bank shall be within its rights to invoke the Performance Bank Guarantee submitted by the Company in regards to the supply and maintenance etc. of the hardware without any notice.

Maximum penalty per month will be 10% of TCO (Total Cost of Ownership) during the quarter and thereafter, Bank has the discretion to cancel the contract. Bank may recover such amount of penalty from any payment being released to the Successful Bidder, irrespective of the fact whether such payment is relating to this contract or otherwise. In case there is no pending invoices to be paid by the Bank to the Successful Bidder, the Successful Bidder has to submit a pay order / cheque payable at Jammu in favour of Jammu & Kashmir Grameen Bank for the same within 15 days from the notice period from the Bank.

## **Delivery & Installation:**

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

### **PROJECT PHASES:**

- Project Plan
- Delivery of Solution
- User Acceptance Testing
- Operationalization of Solution
- Solution Review

### **1. PROJECT PLAN:**

Successful Bidder shall submit the project plan for complete implementation of the solution as per the Scope of Work detailed in this RFP along with Solution Architecture. 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 of 4 Weeks in totality from the date of this notification.

The Successful Bidder(s) 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 Successful Bidder(s) will enable Bank to resort to any or all of the following provided that the Successful Bidder(s) is first given a 30 days" written cure period to remedy the breach/delay:

- Claiming Liquidated Damages
- Termination of the purchase agreement fully or partly and claim liquidated damages.
- 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.

### **3. EXTENSION OF DELIVERY SCHEDULE:**

If, at any time during performance of the Contract, the Successful Bidder(s) should encounter conditions impeding timely delivery, the Successful Bidder(s) 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 Successful Bidder(s) notice, the Bank shall evaluate the situation and may at its discretion may extend the Successful Bidder(s) time for performance against suitable extension of the performance guarantee for delivery.

#### **4. 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.

#### **5. USER ACCEPTANCE TESTING:**

Successful bidder shall assist Bank in the User Acceptance Testing of the solution for the functionalities stated in this tender document. Bank shall issue a UAT signoff on successful completion of the UAT. 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.

#### **6. 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.

#### **7. REVIEW:**

The solution shall remain under review for a period of 3 months from the date 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 tenure of the Contract will be for a period of 3 years, effective from the successful go live of the project i.e. till, unless or until terminated by Bank in accordance with the terms of this SLA. The contract may be extended for a further period of 2 years, at the same rate and same terms & conditions, provided services of the Successful Bidder(s) is satisfactory and both parties agreeing to do so. Thereafter the contract may further extended if both parties wish to continue on the mutually agreed terms and conditions.

### **Warranty**

The application and soundboxes supplied under this contract should come with three-year onsite comprehensive warranty which shall begin from the date of installation. The Successful Bidder(s) shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / Successful Bidder(s) or any defect that may develop under normal use of supplied equipment during the warranty period.

### **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 Payments shall be made on monthly basis post successful installation of device

### 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 RFP

## Assignment

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

## Dispute Resolution

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 Jammu, 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.

## 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 Liaisoning 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.

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## 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 Grameen Bank's premises without written permission from J&K Grameen Bank.

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

c. The Successful Bidder acknowledges that J&K Grameen Bank's business data and other proprietary information or materials, whether developed by J&K Grameen Bank or being used by J&K Grameen 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 Grameen 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 Grameen 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 Grameen 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 Grameen Bank, whichever is earliest, return any and all information provided to Successful Bidder by J&K Grameen Bank, including any copies or reproductions, both hardcopy and electronic.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**q.** Successful Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT

/Information Security/ Cyber Security Policy will be shared with successful Bidder. Successful Bidders should ensure Data Security and protection of facilities/application managed by them.

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

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

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

## Termination of Contract

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

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

- For Convenience: BANK by written notice sent to the Company may terminate the contract in whole or in part at any time for its convenience giving 30 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

Successful Bidder undertakes to keep the J&K Grameen Bank indemnified in case of any loss or damage howsoever arising out of or related to breach of contract, statutory duty or negligence by the Successful Bidder in performance of the contract. 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;

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 Agreement.

## Right to Audit

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

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

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

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

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

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

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

## Intellectual Property Rights

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

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

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

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

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

### Corrupt and Fraudulent practice.

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

### Governing Laws

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 Jammu, India shall have exclusive jurisdiction in relation to this agreement.

### Notices

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

Following shall be address of BANK for notice purpose:

**General Manager J&K Grameen Bank**  
**Head Office Jammu Narwal**  
**180006 Jammu & Kashmir (India)**

Following shall be address of Company for notice purpose:

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## Other Terms and Conditions

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

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

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

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

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

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

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

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

Agreed and signed on behalf of

Company's Authorized Signatory

Name.....

Designation.....

Place.....

Date.....

Agreed and signed on behalf of

J&K Grameen Bank Limited

Name.....

Designation.....

Place.....

Date .....

Witness (1):

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

Witness (2):

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

Witness (1):

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

Witness (2):

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



**Project Reference**  
**Annexure –VII**

S.no	Project Description	Client Name	Start Date	Completion Date	Client Contact Details (Name, Designation, Email id Tel Number)

**Eligibility Proof Check List**

Annexure – VIII

S No	Document	Provided (Yes / No)
1	Certificate of Incorporation	
2	Proof of Certification	
3	EMD (Rs.2,00,000/- )	
4	Proof of Previous Experience statement	
5	Proof of 3 Years turnover	
6	Copy of last 3 years Audited balance Sheet/Profit Loss statement	
7	Undertaking for not black listed/debarred	
8	Proof / Authorization Certificate for OEM/OSD	
9	Technical Specification (Annexure –II)	
10	Commercial Bid (Annexure –III)	
11	Bank Guarantee (Annexure - IV)	
12	Performance Bank Guarantee (Annexure - V)	
13	Service Level Agreement (Annexure - VI)	
14	Project Reference (Annexure - VII)	
15	Eligibility Proof Check List (Annexure -VIII)	