



**Head Office, Narwal,
Jammu – 180006**

RFP No. JKGB/IT/RFP/MBANK/2019-5074 Dated: 10-01-2019

Request for Proposal

**Implementation, Operation and Maintenance of Mobile Banking Solution on
ASP/Hosted/Pay-Per-Transaction Model**

Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided information to bidders, whether verbally or in documentary form by or on behalf of J&K Grameen Bank (JKGB), or any of their employees is provided to bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is neither an agreement nor an offer or invitation by the JKGB to any other Party. The purpose of this RFP document is to provide interested parties with information to assist in formulation of their Proposal. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons or entities, and it is not possible for JKGB or their employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain bidder may have a better knowledge of the proposed project than others may. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. JKGB, its representatives and their employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

JKGB may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Some of the activities listed to be carried out by JKGB as a part of the tendering process or the subsequent implementation are indicative only. JKGB has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, in its best interests.

Contents

S. No.	Particulars	Page
1	PREAMBLE	4
2	IMPORTANT DETAILS AND DATES	5
3	INSTRUCTIONS TO BIDDERS	6
3.1	Definitions, Acronyms and Abbreviations Cost of the Request for Proposal Document Schedule of the Request for Proposal Procedure for Submission of Bids	6
3.2 – 3.4	Cost of the request for proposal document, Schedule of request for proposal, Procedure for submission of bids	8
3.5 – 3.8	Language of bids, Bid currency, Validity, Modifications & withdrawal	11
4	TERMS & CONDITIONS OF THE REQUEST FOR PROPOSAL	12
4.1- 4.2	Eligibility Criteria, General Conditions	12
4.3 - 4.5	Purchaser's right to reject any/all bids, Bid rejection criteria, Bid evaluation process	13
4.6 – 4.9	Negotiations, Responsibilities of the Bidders, Responsibilities of the Bank, Schedule of Payment	16
4.10 - 4.15	Performance Guarantee, Time Schedule, Rates, System Uptime requirement & Penalties, Termination of Contract, Taxes and Duties	17
4.16 – 4.20	Indemnity, Confidentiality, Conflict of Interest, Trainings, Limitation of liability	19
4.21 – 4.24	Force Majeure during the pendency, Other Conditions, Arbitration, Applicable Laws and Jurisdiction of Courts	20
5	DETAILED SCOPE OF WORK, SPECIFICATIONS & DELIVERABLES	22
5.1 – 5.2	General Note, Scope of Work	22
5.3	Functional Requirements	23
6	BID PROPOSAL PROFORMAE	29
6.1	Bid Covering Letter	29
6.2	Proforma Technical Bid	31
6.3	Deviations from Detailed Technical Specifications	32
6.4	Deviations from the Terms and Conditions	33
6.5	Manufacturer authorization form	34
6.6	Bill of Material cum Compliance Sheet for Software / Services	35
6.7	Proforma Commercial Bid	36
6.8	Bank Guarantee (EMD)	37
6.9	Performance Bank Guarantee:	40
6.10	Details of Vendor	42
7	Service Level Agreement	44
8	Mutual Non-Disclosure Agreement	55

1

Preamble

J&K Grameen Bank (JKGB), 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 sponsored by J&K Bank Ltd. The Bank's servers are co-hosted at sponsor bank's Data Centre in Noida and DR Site in Mumbai. Bank is using ATM and IMPS Switch hosted by M/s FIS at Mumbai.

J&K Grameen Bank has decided to automate regular banking operations in order to provide better experience to the customers. As part of this plan, Bank proposes to implement Mobile Banking Solution on OPEX (per transaction, ASP, hosted) Model.

2

Important Details and dates

RFP Reference No.	RFP No. JKGB/IT/RFP/MBANK/2019-5074
Date of tender publication/uploading	Jan 10,2019
Tender Fee	INR 5,000/- Only
EMD (Earnest Money Deposit)	INR 2,00,000/- Only
Last Date for Pre Bid clarifications/meeting	Jan 25, 2019 at 3:00PM at Head Office Jammu
Last Date & Time for Receipt of Technical & Commercial Offers	Feb 16, 2019 upto 3:00PM at Head office Jammu
Date & Time of Opening of Technical Offer	Shall be communicated separately
Date & Time of Opening of Commercial Offer	Shall be communicated separately
Address of Communication	Office of General Manager, J&K Grameen Bank Head office, Narwal Jammu- 180 006
Email ID	mbank.it@jkgb.in
Web Site Details	www.jkgb.in

3

Instructions to Bidders

The Bidder is expected to have read and examined all the instructions, forms, terms and specifications in the Request for Proposal Document with full understanding of its implications. Failure to furnish all information required in the Request for Proposal Document or submission of a bid not substantially responsive to the Request for Proposal Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid.

The Bidders are advised to strictly adhere to the proforma provided for that purpose in this document. Any deviation in this matter will lead to disqualification of the Proposal.

3.1 DEFINITIONS, ACRONYMS & ABBREVIATIONS

The following definitions and acronyms shall govern for the respective terms as hereinafter mentioned in this document:

Bank/JKGB	J&K Grameen Bank Head Office, Near Fruit Complex, Narwal, Jammu – 180006 www.jkgb.in
Bidder	The prospective vendor who has duly submitted response to this Request for Proposal Document and intends to offer the goods and services mentioned in it.
Original Equipment Manufacturer (OEM)	Original equipment manufacturer in case of hardware and original developer in case of software.
ASP	Application Service Provider - the third party Vendor who owns, manages and distributes software based switch services and solutions to various banks on pay per use/rental basis.
ATM Switch	Switching Solution along with the Card Management System for ATM.
CBS	Core Banking Solution.
DRC	Disaster Recovery Centre.
Enterprise License	Acquiring Software Solution on 'Ownership Basis' without any restriction on number of Users/Transactions etc.
IIN	Issuer Identification Number allotted by NPCI to uniquely identify a Card Issuer Bank in an international interchange environment. All IINs assigned are six digit numbers and are the first six digits of a card.

Inter-operability	Technical compatibility between different systems.
NFS	National Financial Switch -The transaction routing facility &clearing platform maintained by NPCI for all ATM and select PoS/μATM based transactions in the country.
NPCI	National Payments Corporation of India - the umbrella organization of all retail payment systems in India is set up by the banks in India with the support and guidance from RBI and Indian Banks' Association. It has been mandated to build central infrastructure for payment systems like ATM Switching, Mobile Payments, Cheque Truncation System, PoS Switching, 24*7 remittance system and Financial Inclusion transactions. It has also a mandate to build a domestic card payment scheme, RuPay.
Online	Exchange of Data between different processing systems directly without any intervention.
Ownership Basis	Software Solution acquired from the Software Company for own use.
PIN	Personal Identification Number - A numeric code which the cardholder has to enter for verification of identity for conducting an electronic transaction. It is deemed equivalent of signature and hence it must not be disclosed by the cardholder to anyone.
PSS Act	Payment and Settlement Systems Act, 2007 of RBI.
SMS Platform	Single Message System - Messages between the acquirer and the issuer to (a) Authorize a financial transaction (b) Post a financial transaction to a cardholder's account.
AMC	Annual Maintenance Charges.
EMD	Earnest Money Deposit.
IPR	Intellectual Property Rights.
ISO	International Organization for Standardization.
IT	Information Technology.
LOA	Letter of Acceptance.
RFP	Request for Proposal.
SRS	Software Requirements Specification.
GST	Goods and Service Tax.
DES	Data Encryption Standard.

3.2 COST OF THE REQUEST FOR PROPOSAL DOCUMENT

The Bidder shall deposit ₹ 5,000/- only (Rupees Five Thousand Only) being the cost of the RFP Document. It can be done by way of a Demand Draft from any scheduled commercial bank favouring Chairman, J&K Grameen Bank payable at Jammu.

It is an absolute must that the cost of RFP Document is paid as directed; otherwise, the offer shall stand summarily rejected and no correspondence in this matter shall be entertained.

3.3 SCHEDULE OF REQUEST FOR PROPOSAL

3.3.1 Request for Proposal Documents can be downloaded from the Bank's website www.jkgb.in starting from 10th Jan, 2019. The Request for Proposal Document cost needs to be paid along with the bid.

3.3.2 A pre bid conference with the Bidders is scheduled to be held at 15:00 hrs on 25th Jan, 2019. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised upto that stage related with the terms and conditions of this Request for Proposal. A maximum of 2 (two) representatives of each prospective Bidder will be permitted to attend it.

The address for the above activity (3.3.2) is:

J&K Grameen Bank
Head Office, Near Fruit Complex,
Narwal, Jammu – 180006

3.3.3 The sealed bids will be accepted till 15.00hrs on 16th Feb, 2019. The Bank may at its sole discretion extend the bid submission date. The modified target date & time will be notified on the website of the Bank.

3.3.4 The date and time for opening of Technical bids shall be communicated later in due course of time. The Bidder(s) or their authorized representatives may be present if they so desire.

3.3.5 The Commercial Bids of only technically qualified Bidder(s) will be opened at a date announced by the Bank. The Bidder(s) who have been declared eligible after evaluation of the technical bids or their authorized representatives may be present if they so desire.

The address for the above activities (3.3.3, 3.3.4 & 3.3.5) is:

J&K Grameen Bank
Head Office, Near Fruit Complex,
Narwal, Jammu – 180006

3.4 PROCEDURE FOR SUBMISSION OF BIDS

3.4.1 It is proposed to have a two cover system for this Request for Proposal.

- i. Technical Proposal including Covering Letter, Cost of RFP Document and Earnest Money Deposit.
- ii. Commercial Bid.

Please note that Rates should not be indicated in the Technical Bid. Only Commercial Bid should indicate rates.

All the documents viz. Covering Letter, Cost of RFP Document, Technical Bid and Commercial Bid and Earnest Money Deposit prepared and sealed as hereinafter directed are to be kept in a single sealed cover super-scribed with the words “**Proposal for Mobile Banking Solution (JKGB/IT/RFP/MBANK/2019-5074), dated 10-01-2019**”.

The cover thus prepared should also indicate clearly the name, address and phone number of the Bidder,

to enable the Bid to be returned unopened in case it is received after the specified date and time.

The Bid shall be in the prescribed format and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract.

All pages of the bid except un-amended printed literature shall be initiated by the person(s) signing the Bid. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person(s) signing the bid.

The Bids prepared by the Bidders shall thus comprise of following components:

- i. Technical Bid, as directed below in Section 3.4.2 kept in a sealed cover super-scribed “**Technical Proposal for Mobile Banking Solution (JKGB/IT/RFP/MBANK/2019-5074), dated 10-01-2019**”. This shall also include Covering Letter neatly typed on the letterhead of the Bidder, duly signed by the authorized signatory in the Performa given in Section 6.1, cost of RFP Document and Earnest money deposit.
- ii. Commercial Bid, as directed below in Section 3.4.3 and kept in a sealed cover super-scribed “**Commercial Proposal for Mobile Banking Solution (JKGB/IT/RFP/MBANK/2019-5074), dated 10-01-2019**” shall be neatly typed on letterhead of bidder and duly signed by the authorized signatory in the performa given in Section 6.7.

3.4.2 Technical Proposal and EMD:

- i. Bid Covering Letter as per the Performa given in Section 6.1 neatly typed and duly signed by the authorized signatory on the Bidder’s letter head.
- ii. The RFP Cost of ₹ 5,000/- only (Rupees Five Thousand Only) should be kept in this envelope by way of demand draft in favour of Chairman, J&K Grameen Bank payable at Jammu.
- iii. The Technical Proposal should be submitted in bound form and all pages continuously and serially numbered in one lot as one document. Brochures/leaflets etc. should be submitted in the bound document and not in a loose form. Bidders must ensure that all the documents are sealed and signed by authorized signatory.
- iv. Technical Bid as given in Performa 6.2, neatly typed on the letterhead of the Bidder, duly filled in, signed and complete in all respects including annexure for detailed specifications of equipment etc. as directed. The bids shall inter alia include detailed technical specifications of all the equipment/components in brochure or written form. These brochures shall be used for technical evaluation of the bids and in their absence, the bids may not be evaluated.
- v. Deviations from the Detailed Specifications as specified in the Bidding Document as given in Performa 6.3.
- vi. Deviations from the Terms and Conditions as specified in the Bidding Document as given in Performa 6.4.
- vii. Manufacturer’s / Developer’s Authorization Certificate in specific reference to this Request for Proposal as given in Performa 6.5.
- viii. Bill of Material cum compliance sheet for software/services as per Performa 6.6.
- ix. Earnest Money Deposit(Bid security) of ₹ 2,00,000/- only (Rupees Two Lakh Only) by way of Bank Guarantee valid for 180 days from the last date of submission of bid and should be submitted along with the Request for Proposal as per Performa 6.8. Offers made without EMD will be summarily rejected. If the successful Vendor fails to provide the solution/equipment ordered within the stipulated time schedule or by the date extended by the Bank, the same shall be treated as a breach of contract. In such case, the Bank may invoke the Bank Guarantee/ EMD without any notice. Bids without requisite Earnest Money shall be summarily rejected.

- x. Details of Bidder as per Performa 6.10
- xi. The Technical Bid submitted in response to this Request for Proposal Document along with the supporting material, will become the property of the Bank.
- xii. Unsuccessful Bidders' bid security will be returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Bank.
- xiii. The successful Bidder's bid security will be discharged upon the Bidder accepting the purchase order and furnishing the Performance bank Guarantee as per Performa 6.9.
- xiv. The bid security may be forfeited:
 - a) if a Bidder withdraws its bid during the period of bid validity;
OR
 - b) if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/ or misleading at any time and/ or conceals or suppresses material information;
OR
 - c) in case of the successful Bidder, if the Bidder fails to sign the agreement.

3.4.3 Commercial Bid:

The Commercial Bid should give all relevant price information as per Performa 6.7 and should not contradict the Technical Bid. in any manner.

Technical and Commercial Bids must be submitted separately, in different envelopes. It may be noted that if any envelope is found to contain both technical and commercial bids, such offer will be rejected.

3.4.4 COSTS INCURRED WITH BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the Bank and the Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

3.4.5 CLARIFICATION OF REQUEST FOR PROPOSAL DOCUMENT

3.4.6 The prospective bidders may like to attend a pre-bid meeting to be held at 15:00 hrs on 25th Jan, 2019 at J&K Grameen Bank, Head Office, Narwal, Jammu – 180006. A maximum of 2 (two) representatives of each such bidder will be permitted to attend the pre-bid meeting. All the clarifications / modifications requested by the bidders should necessarily be submitted in writing latest by 17:00 hrs on 23rd Jan, 2019, to the Bank by way of email at mbank.it@jkgb.in

3.4.7 The purpose of this meeting is to clarify issues and to answer questions on any relevant matter that may be raised up to that stage.

3.4.8 Any modification of the Request for Proposal Document, which may become necessary as a result of the Pre-bid Meeting, shall be made public by the Bank explicitly through corrigendum/addendum for Request for Proposal Document and the same shall be binding on all the Bidders irrespective of whether they attended the meeting or not.

3.4.9 Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Bidder.

3.4.10 AMENDMENT IN REQUEST FOR PROPOSAL DOCUMENT

- 3.4.11 At any time up to the last date of receipt of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Request for Proposal Document by an amendment.
- 3.4.12 The amendment will be notified on the website of the Bank.
- 3.4.13 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the Bank may, at its discretion, extend the last date for the receipt of Bids.

3.5 LANGUAGE OF BIDS

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the Bank, shall be written in the English Language.

3.6 BID CURRENCY

The Prices in the bid document shall be denominated in INDIAN NATIONAL RUPEES only.

3.7 VALIDITY

Bids shall remain valid for 180 days from the last date of submission of bid. The Bidder(s) may be required to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the Bank in writing or by fax or email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the Bidder to revise/modify the bid. The decision of the Bank in this regard will be final, conclusive and binding on the Bidder.

3.8 MODIFICATIONS & WITHDRAWAL

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to General Manager of the Bank to this effect. No Bidder shall be allowed to withdraw or modify the bid after the deadline for submission of bids.

4

Terms & Conditions of the RFP

This RFP is open to all companies both from within India and outside India, who are eligible to do business in India under relevant Indian laws as in force at the time of bidding and who fulfill the minimum qualification criteria as hereinafter laid down.

In case of consortiums, all the relevant qualifying criteria must be met simultaneously. Documentary evidence in support of all the above eligibility criteria should be furnished with the technical bid in the given order.

4.1 ELIGIBILITY CRITERIA

	Criteria	Documents to be submitted as proof
4.1.1	The Bidder must be a registered IT company in India under Companies Act 1956 and should have been in operation in India for at least Five years as on date of RFP	Copy of the Certificate of Incorporation as Annexure-1
4.1.2	The Bidder(s) must have valid GST Registration and PAN number allotted by the respective authorities	Copies of all the relevant certificates should be enclosed as Annexure-2 .
4.1.3	Bidder must have annual sales turnover of ₹ 5 Crore or more for the last three financial years (2015-16, 2016-17 and 2017-18) and should also profit making company during these three financial years	Audited Balance sheet and Profit & Loss Statement or Statutory auditor's certificate is to be submitted as Annexure-3 .
4.1.4	The bidder should be the owner or certified/ authorized agent of OEM of the solution offered	Undertaking Letter that Bidder is OEM for solution offered (Or) Certificate from OEM stating that Bidder is certified/ authorized agent of OEM of the solution offered is to be submitted as Annexure-4 .
4.1.5	The Bidder must have implemented Mobile Banking Solution on OPEX/hosted/ASP model to at least two Commercial Banks/RRB's, running successfully for one year or more	Copies of work order/ PO should be enclosed with proposal as Annexure-5 . The bidder must enclose letter for satisfactory implementation and maintenance letter from Head Office / Central Office of the Bank where Mobile banking solution is operational currently. The letter must be signed by an official of the Bank not below the rank of Deputy General Manager as Annexure-6 .
4.1.6	The Bidder should be at least CMMI Level 3 certified.	Relevant certificate needs to be attached and the same should be valid on the last date of submission Annexure-7 .
4.1.7	The Bidder should be ISO/IEC20001 certified.	Relevant certificate needs to be attached and the same should be valid on the last date of submission Annexure-8 .
4.1.8	The Bidder should not be involved in any Bankruptcy filing or for protection from it.	Undertakings from the Bidder in this regard should be enclosed as Annexure-9 .
4.1.9	The Bidder should not be a blacklisted by any Government / PSU department or bank.	Undertakings from the Bidder in this regard should be enclosed as Annexure-10 .

4.1.10	The Bidder should have necessary arrangement /agreement/Certification with Google, Apple etc. for uploading of application on the respective stores	Relevant Certificate should be enclosed as Annexure-11
4.1.11	Proposed Solution should be PA-DSS certified and the development /support Centre of the Bidder should be audited by reputed system auditor/ management consultant for adherence to processes, security and extant guidelines	Certificate for such audits conducted (not older than one year from the date of RFP). Bidder to submit certificate of audit, IS audit, VAPT for the proposed solution as Annexure-12

4.2 GENERAL CONDITIONS

- 4.2.1 Minimum validity of the Proposal must be 180 days from the last date of submission of bid.
- 4.2.2 The Bank reserves the right, not an obligation, to carry out the capability assessment of the Bidder(s) and pre dispatch inspections at the cost of the Bidder. This right inter alia includes seeking technical demonstrations, presentations and live site visits.
- 4.2.3 The Bank reserves its absolute right to seek any clarifications from the respective Bidder(s).
- 4.2.4 The Bank will neither provide nor shall pay any charges for boarding, lodging and transportation facilities for the Bidder(s) or their Representative.
- 4.2.5 The products / services offered should strictly conform to the specifications and also as per Guidelines of Reserve Bank of India and National Payment Corporation of India.
- 4.2.6 The models proposed/marked for withdrawal from the market or models under quality testing should not be offered.
- 4.2.7 Solution/Equipment offered should be capable of being fully integrated with the existing network of the Bank immediately on installation.
- 4.2.8 The Bidder(s) are required not to impose their own terms and conditions to the bid and if submitted, it will not be considered as forming part of their bids. The decision of the Bank shall be final, conclusive and binding on the Bidder(s).
- 4.2.9 It is implicit that the Bidder has guaranteed that all the equipment/solution supplied is original & new including all its components and as per the technical specifications.
- 4.2.10 The Bidder should cooperate with Bank(s) or any other agency which has been entrusted with or involved in the work of providing and managing other components of the CBS project of the Bank(s).
- 4.2.11 To ensure efficient and effective rollout of the project as well as to ensure smooth operations of the complete system during the entire project life, the prospective Bidders will be required to work in collaboration from the beginning of the project with any agency involved in the implementation of the CBS , ATM or any other automation project in the Bank.
- 4.2.12 Bidding by consortia is permissible but all of the consortium members shall be jointly as well as severally be responsible for the execution of the project. In such cases the Bid must be signed by the lead partner and consortium agreement must be enclosed with the technical bid.

4.3 BANKS'S RIGHT TO REJECT ANY/ALL BIDS

- 4.3.1 The Bank reserves the right to accept or reject any bid partially or fully or to annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, thereby incurring no liability to the affected Bidder(s). The Bank is under no obligation to inform the affected Bidder(s) of the ground for its action.
- 4.3.2 The Bank reserves the right to accept or reject any technology proposed by the Bidder(s).

- 4.3.3 The Bank reserves the right to re-issue the Request for Proposal or any part thereof without assigning any reason whatsoever, at the sole discretion of the Bank.
- 4.3.4 The Bank reserves the right to issue Purchase Order in phases or to alter the quantities specified in the offer. The Bank also reserves the right to delete one or more items from the list of items specified in offer.
- 4.3.5 The Bank(s) reserves right to give minor deviations, as specified by the bidder in technical deviation sheet, to any or all of the Bidder(s) in the techno-commercial specifications of bid. Any decision of the Bank(s) in this regard shall be final and shall be binding on the Bidder.
- 4.3.6 Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder(s).

4.4 BID REJECTION CRITERIA

The bid(s) will be rejected in case of any one or more of the following conditions:

- 4.4.1 Bids which are not substantially responsive to the Request for Proposal Document.
- 4.4.2 Bids not made in compliance with the procedure mentioned in this document or not substantively responsive.
- 4.4.3 Failure on part of the Bidder to provide appropriate information as required in the bid Proposal or any additional information as requested by the Bank, including any supporting document.
- 4.4.4 Incomplete or conditional bids or bids that do not fulfill all or any of the conditions as specified in this document.
- 4.4.5 Bids without earnest money deposit.
- 4.4.6 The submission of more than one bid under different names by one Bidder. If the same is found at any stage, all the bids by that bidder will be rejected.
- 4.4.7 Material inconsistencies in the information submitted.
- 4.4.8 Misrepresentations in the bid Proposal or any supporting documentation.
- 4.4.9 Bid Proposal received after the last date and time specified in this document.
- 4.4.10 Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.
- 4.4.11 Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person(s) signing the bid.
- 4.4.12 In case the selected Bidder declines to make commercially reasonable efforts to work in collaboration with the Agency employed by the Bank(s) for the project management during execution and system maintenance thereafter.

4.5 BID EVALUATION PROCESS

4.5.1 The Evaluation will be a two-stage process:

- 4.5.1.1 Pre-Qualification Scrutiny cum Technical Evaluation - (Mandatory to be met by the bidders)
- 4.5.1.2 Commercial Evaluation

4.5.2 Pre-Qualification Scrutiny:

- 4.5.2.1 The Bank will examine the Bids to determine whether they are complete, required formats have been

- furnished, the documents have been properly signed and stamped, and the Bids are generally in order.
- 4.5.2.2 The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- 4.5.2.3 The Bank will first examine whether the Bid and the Bidder is eligible in terms of Eligibility Criteria. The bids not meeting the Minimum Eligibility Criteria shall not be considered for further evaluation. Prior to technical evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations.
- 4.5.2.4 Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee, Eligibility Criteria, will be deemed to be a material deviation.
- 4.5.2.5 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 4.5.2.6 If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 4.5.2.7 To assist in the scrutiny, evaluation and comparison of offers/bids, The Bank may, at its sole discretion, ask some or all Bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of The Bank in this regard shall be final, conclusive and binding on the Bidder.
- 4.5.2.8 The bidder shall notify The Bank in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. The Bank reserves rights to accept such arrangement or reject the Proposal outright. Proof of such contracts should be submitted to The Bank.

4.5.3 Technical Evaluation

The selection of the bidders shall be based on Quality cum Cost Based Selection (QCBS) Methodology i.e. the aggregate scores of the prequalification and technical bid (70% weightage) and Commercial bids (30% weightage). The percentage weights that shall be assigned to different modules in case of Technical evaluation are as under:

Sr. No.	Module	Weightage
1.	Product demo and presentation to ascertain the Application features in-line with the requirements specified in this RFP. Technical readiness towards scalability, redundancy and business continuity including application's regular updation process. Organizational structure of the bidder including technical and operational support capabilities, roadmap for enhancement of product features and user experience. Mobile security setup (device level as well as application / solution level), roadmap to meet growing security challenges. Availability of support, service and competence for smooth operations of the system	10
2.	Capability of the solution to interface with bank's core banking system, switch and related 3rd party applications etc.	20
3.	Client List/Reference calls/letters: To assess the performance and support extended by the company to their other installations. The evaluation would be based on the letters received/calls made from/to the competent authorities of banks/financial institutions and the information gathered by the evaluation team during calls/site visits to the	10

	installation sites	
4	Functional and technical specifications	60

4.5.4 Commercial and Final Bid Evaluation

Commercial bids of those bidders will be opened who obtain minimum qualifying technical scores of 70.

Commercial quotes shall be evaluated as per the following procedure: -

$$\text{Financial Marks} = (\text{Minimum Financial quote} / \text{Financial Quote}) \times 100$$

Where

Financial Marks = Normalized financial marks of the bidder under consideration.

Financial Quote = Evaluated cost of bidder under consideration

Minimum Financial quote = Minimum evaluated cost of any bidder

Final score for Evaluation of bids shall be worked out as under:

$$\text{Final Scores} = (0.7 \times \text{Technical Marks}) + (0.3 \times \text{Financial Marks})$$

Where

Final Scores = Overall evaluated marks (score) of Bidder under consideration

Technical Marks = Technical marks (score) for the Bidder under consideration

Financial Marks = Normalized financial marks (score) of the Bidder under consideration

The Bidder scoring Maximum Final Score will be awarded the contract.

4.6 NEGOTIATIONS

It is absolutely essential for the bidder to quote the lowest price at the time of making the offer in their own interest, as the Bank will not enter into any price negotiations, except with the bidder scoring maximum Final Score.

4.7 RESPONSIBILITIES OF THE BIDDER(S)

- 4.7.1 The selected Bidder shall implement, undertake and complete the project as per the scope of work, project plan and functional requirement of the Bank.
- 4.7.2 The Bidder must provide details of the support to be given to the Bank(s). If multiple Bidders or Consortiums are involved in provision of support, the same should be clearly stated along with the individual responsibilities. The Bidder, in this respect is responsible for: installation, customization, parameterization, implementation support, maintenance support, and testing.
- 4.7.3 The Bidder shall maintain the infrastructure for the implementation and operation of the project and allied services. The bidder will also have to do the necessary setup at both Primary site as well as the disaster recovery site separately maintaining the same performance characteristics of the system.

4.8 RESPONSIBILITIES OF THE BANK

- 4.8.1 On day to day basis the officials of the Bank shall help the engineers deputed by the Bidder for the job in their capacity.
- 4.8.2 The Bank(s) shall provide appropriate environmental conditions, access to the premises and suitable conditions for the Bidder's workers.

4.9 SCHEDULE OF PAYMENT

- 4.9.1 No payment will be made in advance for any supplies under this invitation for bid. The generic payment schedule with the finalized vendor shall be as follows.
- 4.9.2 Full payment of **One time Mobile application Cost including Interfacing/Integration and Implementation Fees** will be paid post signing of SLA and on successful commissioning and satisfactory functioning of services in production environment.
- 4.9.3 The selected vendor invoice the bank each month in arrears for the Recurring fees accompanied by relevant reports of successful transactions submitted pursuant to terms & conditions of the RFP/SLA.
- 4.9.4 Upon fulfillment of other obligations stipulated in the Contract, payment based on the basis of final per transaction rate will be made by the bank but in no case later than sixty (60) days after submission of an invoice/claim by the vendor.

4.10 PERFORMANCE GUARANTEE

The Bank will require the selected Bidder to provide a Performance Bank Guarantee, within 30 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to the cost **payable (to be calculated based on anticipated volume)** to the selected vendor **for the first six months** issued by any reputed scheduled commercial bank in India. 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.

4.11 TIME SCHEDULE

The successful bidder shall complete the implementation and customization of proposed mobile solution within six months from effective date.

4.12 RATES

The rates quoted shall remain firm throughout the period of contract and shall not be subject to any upward modification whatsoever.

4.13 SYSTEM UPTIME REQUIREMENT AND PENALTIES

The Service/Solution shall be configured in high availability mode. The successful Bidder shall guarantee an uptime of 99.90% for whole Service/solution, which shall be calculated on quarterly basis. The successful Bidder shall provide an Uptime report on quarterly basis. The 'Uptime' is, for the calculation purposes, equals to total contracted hours (90*24=2160 hrs) in a quarter less Downtime. The 'Downtime' is the time between the time of failure of the service and Time of restoration of service within the contracted hours. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the successful bidder demonstrates that the Solution is in working order and the Bank acknowledges the same. For Calculation purpose, a quarter shall be treated as 90 days.

Percentage of Downtime shall mean the aggregate of downtime of the application/service during the

month expressed as a percentage of total available time in a quarter i.e. 90 * 24 hours. Thus, if the aggregate downtime of the application works out to 2.16 hrs (129.6 minutes) during a quarter then the percentage downtime shall be calculated as follows:

$$\frac{2.16 \times 100}{90 * 24} = 0.10\%$$

The Mean Time Between Failures (MTBF) should be 90 days barring scheduled and mutually agreed upon downtime for maintenance.

Following will be excluded while calculating the down time:

- a) Down time due to Bank issues.
- b) Schedule down time for maintenance activity. Successful Bidder shall inform the Bank at least a week before for the schedule downtime and for urgent situation at least 24 hours before.
- c) Down time due to Force Majeure

If at any time during performance of the Contract, The successful bidder or its subcontractor(s) encounter conditions impeding timely delivery of the Products and performance of Service, successful bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the successful bidder's notice, the Bank shall evaluate the situation and may, at its discretion, extend the successful bidder's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

Except as provided in the above clause, a delay by successful bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

In case of delay in execution of works or delivery of goods & services, penalties at the following rates shall be imposed to the defaulting Bidder on the total amount (as per relevant rate schedule) of delayed goods/services. The default shall be deemed to have incurred in case the Bidder failed to make commercially reasonable efforts as might be certified by an empowered committee in this regard.

2% for delay of the first two months

5% per two months for subsequent delays

- 4.13.1 Maximum delay of six months is tolerable, beyond which the order will be cancelled and EMD of the Bidder will be forfeited.

If successful bidder fails to provide any of the services as per scope of this agreement or It fails to maintain guaranteed uptime on quarterly basis as per the terms of this RFP, the Bank shall be entitled to charge penalty as per below table for the defaulting month.

Quarterly Uptime	Amount of Penalty
>=99.9% to 100%	No Penalty
>=99% to <99.9%	5% of amount payable for the quarter
>=98% to <99%	10% of amount payable for the quarter
>=97% to <98%	20% of amount payable for the quarter
<=97%	30% of amount payable for the quarter

If Uptime is below 97.00%, Bank shall have full right to terminate the contract.

Bank will impose penalty for transaction decline and reversals due to technical reasons attributable by the bidder. The LD shall be deducted / recovered by the Bank from any money due or becoming due to successful bidder under the contract or may be recovered by invoking the bank guarantees or otherwise from successful bidder or from any other amount payable to successful bidder in respect of other orders.

- 4.13.2 However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to successful bidder. The decision of the Bank in this regard shall be final, conclusive and binding.
- 4.13.3 As per Law, GST will be charged @18% on LD charges and the same will be recovered from The Bidder.

4.14 TERMINATION OF CONTRACT

For Convenience:

BANK by written notice sent to the selected Bidder may terminate the contract in whole or in part at any time for its convenience giving Three months prior notice. The notice of termination shall specify that the termination is for convenience stipulating the extent to which performance of the Selected Bidder under the contract is terminated and the date upon which such termination become effective.

For Insolvency:

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

For Non-performance

BANK reserves its right to terminate the contract in the event the selected bidder repeatedly fails to maintain the service levels prescribed by BANK in scope of work.

In the event of termination, termination will be without compensation to the selected bidder provided that such termination will not prejudice or affect any right of action of remedy which has accrued or will accrue thereafter to BANK.

4.15 TAXES AND DUTIES

The Bidder shall be solely responsible for the payment of all taxes. The prices payable by the Bank are exclusive of all the Taxes, Statutory levies, Octroi & Entry Tax etc. All applicable Taxes including GST, levies, if any, will be paid by the Bank as per actual.

4.16 INDEMNITY

- 4.16.1 The Bidder(s) shall indemnify the Bank against all third party claims of infringement of Intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the Goods, or any part thereof in India.
- 4.16.2 The Bidder(s) shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- 4.16.3 The Bidder(s) shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder(s) shall be fully responsible therefore, including all expenses and court and legal fees.

- 4.16.4 The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

4.17 CONFIDENTIALITY

- 4.17.1 The Bidder shall not, and without the Bank's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.17.2 The Bidder shall not without the Bank's prior written consent, make use of any document or information.
- 4.17.3 Any document other than the contract itself shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Bidder's performance under the contract if so required by the Bank.

4.18 CONFLICT OF INTEREST

Absence of, actual or potential conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with JKGB needs to be meticulously ensured. Additionally, they shall proactively disclose and address all potential elements, which would adversely affect their ability to complete the requirements as given in the RFP.

4.19 TRAININGS

The Bidder shall be responsible for training to the Bank personnel in the areas of implementation, operations, management, error handling, troubleshooting, system administration and any other related areas. This training can be arranged at the premises of the Bidder or at the Bank. At least ten employees need to be trained by the Bidder who shall be identified by the Bank and shall comprise of people having different levels of qualifications and responsibilities. The final training schedule shall be decided according to a mutually agreed timetable before the work order is finally placed.

Therefore, the successful Bidder(s) will undertake to provide necessary and adequate training, on-site as well as classroom, to the bank staff to enable them to effectively operate the total Mobile Banking solution. As per training schedules finalized in consultation with the bank

4.20 LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in the contract, the Bidder's aggregate liability arising out of or in connection with the contract, whether based on contract, tort, statutory warranty or otherwise, be limited to the amount actually paid by the Bank to the Bidder in respect of the services that are subject matter of a claim, subject to a maximum of 100% of the contract value. The Bidder shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim.

4.21 FORCE MAJEURE DURING THE PENDENCY

During the pendency of the contract if the performance in whole or part thereof by either party is prevented/delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material, and other consumables, or

any other causes including breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after the restoration of normalcy.

4.22 OTHER CONDITIONS

If some latest technology or equivalent is introduced the Bidder is duty bound to offer their Proposal on mutually agreed rates on similar terms and conditions during the pendency of the agreement/contract.

4.23 ARBITRATION

In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each Party and such arbitrators shall appoint an umpire before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Jammu and Kashmir Arbitration and Conciliation Act, 1997 or any statutory modification or re-enactment thereof for the time being in force.

The Courts in Jammu alone shall have jurisdiction over such arbitration proceedings.

The award of the Arbitration shall be final, conclusive and binding upon the Parties hereto as an award of Jammu and Kashmir Arbitration and Conciliation Act, 1997 or any statutory modification or re-enactment thereof for the time being in force. Such award shall be filed in any competent Court in Jammu.

Each Party will bear the expenses/costs incurred by it in appointing the Arbitrator. However, the cost of appointing the Umpire shall be borne equally by both the Parties.”

This Agreement is construed and shall be governed in accordance with the laws of India read with the local laws of the State of Jammu and Kashmir.”

4.24 APPLICABLE LAWS & JURISDICTION OF COURTS

All matters and disputes arising hereunder shall be governed in accordance with the Laws of India read with local laws of state of Jammu & Kashmir and will be subject to the exclusive jurisdiction of Courts in Jammu.

5

Detailed Scope of Work, Specifications & Deliverables

5.1 GENERAL NOTE

- 5.1.1 The given specifications are minimum requirements. The bidders should enclose relevant printed or neatly typed detailed specification sheets of their offerings, which shall also be kept in mind at the time of evaluation of offers.
- 5.1.2 In case the solution or the product offered as the case may be, reaches end of life / support during the pendency of the contract, the bidder has to ensure that the systems are either replaced or upgraded at their own cost without any disruption in the ongoing business transactions of the Bank.
- 5.1.3 The given specifications may be met either in the same unit or in any combination of units.
- 5.1.4 The scope of work defined herein this RFP is indicative. The Bank reserves the right to modify the functional requirements for mobile banking at the time of actual implementation and rollout of the project. The bidder is supposed to implement, configure, operate and maintain the entire system and services of mobile banking as per the requirement and satisfaction of the Bank.

It is further clarified that the successful bidder is bound to undertake, include and provision the desired changes/features in the mobile banking solution as requested by bank till six months after go live date without any extra cost.

5.2 SCOPE OF WORK

- a. The bidder will implement and maintain Mobile Banking Solution on ASP/Hosted/Pay-per-Transaction Model for Bank's customers.
- b. The Bidder / Solution provider will execute the end-to-end scope, including Integration with CBS, Integration with ATM/IMPS switch or any other interfaces/payment gateways.
- c. The Bidder / Solution provider will maintain the highest possible security mechanism; so that data should not be exposed to internet maliciously.
- d. The Mobile Banking Solution should be in accordance with the mobile banking security norms of RBI/NPCI from time to time.
- e. The minimum period of contract will be for 5 years. Bank may extend/renew the period by further two years at mutual agreed terms and conditions
- f. Approx. Two lakh users/customers are expected to use the Mobile Banking solution. It is further clarified that Mobile Banking solution should support at least 100 concurrent transactions per second. However, there should be a provision for future scalability.
- g. The Bidder should support migration of all mobile banking users from bank's existing mobile banking system to the new system.
- h. Bidder shall be responsible for complete solution and no space will be provided by the bank for deploying the servers at their premises.
- i. Entire testing required by NPCI for mobile banking/IMPS or any other product shall be covered.
- j. There should be adequate risk mitigation measures like transaction limit (per transaction/daily,

weekly, and monthly), Transaction velocity limit, fraud checks, AML checks, etc based on banks risk perception & customer grading

- k. All charges to be borne by vendor and hence all costs to be factored in while preparing commercial offer.
- l. The Bidder must clearly list all reports generated by the proposed solution.
- m. A web interface should be provided to get all standard reports and should also be able to provide any on the fly report required.
- n. The Bidder shall undertake to host, maintain and provide comprehensive support/service for the period of contract covering all parts/components of the solution. The contract shall start from the date of successful commissioning and satisfactory functioning of services on production environment.
- o. During the period of term, it will be mandatory on the part of the successful bidder to attend and resolve breakdown calls (if any) as per the parameters/ time-frame defined in the Service Management Section of this document. Breakdown/Downtime penalty (if any) will be charged as per the terms defined in Service Management section.
- p. The Bidder shall provide the support services to resolve the problem as per the service levels. The Bidder shall undertake to apply software patches/ service packs and keep the solution updated or upgraded with the functionalities etc. to latest version without any additional cost to the Bank.
- q. The Bank will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this agreement during the tenure of the contract.

5.3 FUNCTIONAL REQUIREMENTS

S.N.	Functional and Technical Requirements
(A)	Mobile Banking application should support the platforms including, but not limited to:
1	Android
2	iPhone/iOS
(B)	Solution to support the following communication modes and support the rest including, but not limited to:
1	GSM
(C)	Application to integrate seamlessly with following Banking systems:
1	Core Banking solution (Finacle 7.X) and Finacle 10.X after migration
2	ATM switch hosted with M/s FIS at Mumbai
3	SMS Gateway
4	IMPS Switch hosted with M/s FIS at Mumbai for routing transactions to NPCI
5	UPI/BHIM
6	BBPS (Bharat Bill Payment System)
7	Tie-up with third party service providers for Utility bill payment/m-commerce/value added services. (Bidder should be able to interface with bill aggregator available/identified by bank. Bank may evaluate any arrangement already available with the bidder provided it offers more and prominent billers than available with bank. The selection discretion would be solely of the bank.

	The interface would be a part of the ATS and no separate charges would be payable)
(D)	Mobile Banking application to support the following functionalities
D1	Account information
1	In case a customer has multiple accounts with the Bank, the vetted list must be displayed, so that only authorized accounts are shown.
2	Balance Enquiry for all Accounts (SB, CA, CC, OD, Loans, RD, FD etc.)
3	Statement of Account
4	Mini statement
5	Cheque Status
6	Due date and installment amount due for payment (For Loan Accounts)
D2	Transaction
1	Within Own Account transfer
2	Third party account transfer within Bank
3	Interbank Fund Transfer via. NEFT / RTGS / IMPS etc.
4	Fund Transfer for MMID / Account & IFSC Based (Every other mode allowed by NPCI).
5	Bill Payment System /BBPS
6	Option for Fee payments / Electricity Bill Payment etc
7	Creation of Recurring Deposit / Fixed Deposit
8	View status of fund transfer
D3	Support/ Request Services
1	Request for ATM Debit card
2	Request for nominee of account
3	Aadhaar and PAN linking
4	Stop cheque
3	Request for Cheque book
4	SMS Alert configuration
5	Block debit card (Debit Card hot listing)
6	Temporary block card
7	Unblock card
8	Generate/Reset PIN
D4	Content based services
1	Push / Notification Services
2	New Product information (Configurable)
3	FAQ's
4	Branch /ATM Search
D5	Customer complaints and feedback

1	The customer facing application and portal should have the facility to register request, complaints, give feedbacks to the bank which should be integrated to SMS and email channels for notification purpose
D6	Personalization
1	Colour coding for debit and credit figures in statement
2	Customer originated grouping of default transactions
3	Customer personalized default beneficiary list
4	Auto up-gradation of the Application as per OS version
5	Application capability to be refreshed to fetch details of payees, billers account information, etc.
(E)	Integration with third party service providers/software/middleware:
1	National Payments Corporation of India (NPCI) for Immediate Payment Services (IMPS) transactions, M/s FIS for ATM switch, CBS etc.
2	Message format ISO 8583
3	Socket connection
4	Web services/XML over HTTP/HTTPS
5	SFTP, etc.
E1	Downloading mobile banking application & registration of users:
1	Downloading through Google Play Store for Android / App Store for IOS (Apple)
2	Registration Method (Registration mechanism will be 1 user only 1 device from security point of view)
2a	Branch
2b	Using ATM Card on mobile application
2c	SMS request for registration
2d	Referral by active Mobile banking users (Any request sent by a registered mobile banking user for registering any other number should also be logged. Bank administration would oversee the registration of the referred number)
E2	Security
1	Multi-factor authentication (PIN / OTP / CAPTCHA / Security Question, etc.). Minimum Two factor authentication.
2	One of the factors of Authentication shall be mPin or higher.
3	Where mPin is used, end-to-end encryption of mPin is mandated
4	Data transmission with end to end encryption (Standard encryption algorithms like 3DES, AES, RSA, PKI scheme, with minimum encryption strength of 256 bit)
5	Platform support for SSL transactions and external certifying authority
6	Support to store data in the platform database in encrypted format
7	Application-level encryption should be facilitated over the network and transport layer encryption to maximum extent possible
8	Ability to lock the application due to multiple incorrect MPIN/APIN attempts, remotely block access, with auto activation after 24 hours for accounts locked due to three incorrect attempts
9	Terminate mobile banking session and automatic log off application after lapse of defined period

	of inactivity(configurable) or when customer presses the back button twice and application should prompt "please press back button to exit"
10	Auto blocking/locking of account upon reaching maximum limit of defined transactions
11	Audit trails and logging features available in Application server, Web server and Database
12	Ability to deny access to handset that does not meet industry standard
13	Security alert on registered mobile number on account of excessive activity in the account
E3	User Interface and User experience
1	The solution should disclose all important terms and conditions clearly in Hindi or English or other regional language as per the user language preference.
2	Suitable colour and typography to be used
3	Data should be grouped in a way to minimize the number of key strokes.
4	The design should provide for linked controls with similar functionalities placed in one module.
5	The pages should be designed in the area to keep focus on primary task of each screen.
6	Solution should provide the user dashboard
7	The solution should mandatorily have help, feedback, logout modules
8	Facility to upload Bank's advertisement as a part of the solution.
9	The solution should provide for transaction sorting, searching, filtering based on various parameters like transaction month, transaction amount, etc.
10	Help and FAQ modules should be available and contextual to the screen.
11	The bidder should provide for icons, images and design for marketing of Mobile banking solution by the Bank
12	Facility to send customized notification to customers.
13	Compliant to Web Content Accessibility Guidelines (WCAG)
(F)	Scalability and Availability
1	No. of concurrent users the platform can support and handle requests per second.
2	Total time for a typical fund transfer transaction execution
3	Restart or recovery process inbuilt in the application in the event of transaction or process failure. Reconciliation is required on T+1 basis.
4	Control features within the application to ensure integrity of data (input and update, maintained totals, audit trails, error reports, etc.)
5	Support available for load balancing circumstances
6	Application scalability to meet the future up gradations to and all new handset/platform coming in the industry
7	Application support to work on 2G/3G/4G environment / platform
8	Application capability to work on encrypted/non- encrypted mode as per the requirement of the Bank
9	Application platform support for native, hybrid-web, hybrid combination (hybrid with additional native UI and code capability) and mobile web app
(G)	Support and Maintenance
1	Provision to inform System downtime activity to the bank 48 hours before the schedule

	maintenance activity through email
2	Provision to send prior notification to Bank through email and telephone, In case of exigency, if any unscheduled system maintenance activity that needs to be carried out to keep the system up
3	Ability to provide a 365 X 24 X 7 telephone number and email ID to be used for reporting issues and problem resolution. Escalation matrix with email ID and problem classification with time period for resolution
4	Availability of an experienced support team for quick problem resolution and corrective measures
5	Provision for Push notification of system down to customers through the application over the air, if required by Bank
6	System must have a procedure to handle un-reconciled /disputed transactions with possible reasons /response codes for each type of transaction.
7	The system must automatically generate all reports necessary for accounting and reconciliation. It should also provide audit trails and details of incomplete transactions. if any, for smooth and error free functioning of system. The following reports – illustrative list only- must be generated and to be provided to Bank on daily basis.
8	System should provide required MIS and should be flexible to customize in future as per bank's requirement. A web interface should be provided to get all standard reports and should also be able to provide any on the fly report required. <ul style="list-style-type: none"> • Reports on financial/non-financial and reversal/suspected transactions • Report on unsuccessful transactions with reasons for failure • Daily settlement report • Daily transactions log report • Daily branchwise report • Daily exception report including disputed and un-reconciled report. • Report on abnormal transactions • Institution total • Customer usage report • Bank's commission and amount payable report
9	The Bidder must clearly list all reports generated by the proposed solution.
(H)	Statutory and regulatory requirements / enhancements
1	Ability of the solution offered to comply with all the Operative Guidelines for Mobile Banking Transactions in India issued by RBI/NPCI and any other regulatory body with any further guidelines and mandates issued for Mobile Banking Transactions
2	Ability to propose a version update plan with new enhanced features with scheduled timelines of deployment
(I)	Standard for Mobile banking solution
1	Mandatory compliance of the mobile banking application with the PA-DSS guidelines/standards
2	The proposed mobile banking solution should offer protection against the following specified risks:
3	Protecting customer's sensitive information from exposure to unintended third parties
4	Preventing identity impersonation from lost or stolen mobile devices or device credentials
5	Capability of the Application to read SIM serial no. and IMEI (International Mobile Equipment Identity) number.

6	Blacklisting/Blocking of older versions of the Application on the back end, if there is a security breach
7	Security logging where all security events that happen inside the application should be logged and sent to the back-end server

Bid Proposal Proforma

6.1 COVERING LETTER FORMAT

Offer Reference No.: _____

Office of General Manager,
J&K Grameen Bank
Head Office, Narwal
Jammu- 180 006 (India)

**Reference: Implementation, Operation and Maintenance of Mobile Banking Solution RFP No.
JKGB/IT/RFP/MBANK/2019-5074 Dated: 10-01-2019**

1. Terms & Conditions

1.1 I/We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect of this Request for Proposal do hereby propose to provide goods and services as specified in the bidding document.

1.2 I/We, the undersigned Bidder(s) having submitted the qualifying data as required in your Request for Proposal, do hereby bind ourselves to the terms and conditions of your Request for Proposal. In case any further information/documentary proof in this regard before evaluation of our bid is required, I/We agree to furnish the same on demand to your satisfaction.

2. Rates & Validity

2.1 All the rates mentioned in our Proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this Proposal are valid for a period of 180 days from the last date of submission of the bid.

2.2 I/We have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I/we shall pay the same.

3. Deviations

I/We declare that all the goods and services shall be performed strictly in accordance with the Technical specification, Time Schedule and other terms of the Request for Proposal Document except the deviation as mentioned in the Technical Deviation Proforma. Further, I/We agree that additional conditions, if any, found in the Proposal documents, other than those stated in deviation proforma, shall not be given effect to.

4. Bid Pricing

I/We further declare that the rates stated in our Proposal are in accordance with your terms and conditions in the bidding document.

5. Earnest Money

I/We have enclosed the earnest money as required under Section 3.4.2 of the Request for Proposal Document. In case of default it is liable to be forfeited in accordance with the provisions enumerated therein.

6. Details of Cost of RFP Document

Value	
Demand Draft Number with date	
Name of the issuing Bank and Branch	

7. Performance Guarantee

I/We undertake to submit a Performance Bank Guarantee, within 30 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to the cost **payable (to be calculated based on anticipated volume)** to us **for the first six months** issued by any reputed scheduled commercial bank in India. The Performance Guarantee shall be valid for term period plus 3 Months as claim Period. I/We further undertake to extend 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 I/We fail to submit performance guarantee within the time stipulated, The Bank, at its discretion, may cancel the order placed on us without giving any notice. We understand that Bank shall invoke the performance guarantee in case I/We fail to discharge our contractual obligations during the period or Bank incurs any loss due to my/our's negligence in carrying out the project implementation as per the agreed terms & conditions.

8. Declaration

I/We hereby declare that my/our Proposal is made in good faith, without collusion or fraud and the information contained in the Proposal is true and correct to the best of my/our knowledge and belief and nothing has been concealed therefrom.

Thanking you,

Yours faithfully,

(Signatures)

Date:

Place:

Name:

Designation

6.2 PROFORMA TECHNICAL BID

Bidder's Name and Address:
Telephone Number:

Contact Person:
Fax Number:

Designation:
e-mail Address:

Please attach all annexures in the given order as requested below:

S No	Description	Annexures Attached (Yes/No)	Bid Page No
1.	The Bidder must be a registered IT company in India under Companies Act 1956 and should have been in operation in India for at least Five years as on date of RFP. Please attach supporting documents as Annexure-1		
2.	The Bidder(s) must have valid GST Registration and PAN number allotted by the respective authorities. Please attach supporting documents as Annexure-2		
3.	Bidder must have annual sales turnover of ₹ 5 Crore or more for the last three financial years (2015-16, 2016-17 and 2017-18) and should also profit making company during these three financial years. Please attach supporting documents as Annexure-3		
4.	The bidder should be the owner or certified/ authorized agent of OEM of the solution offered Please attach supporting documents as Annexure-4		
5.	The Bidder must have implemented Mobile Banking Solution on OPEX/hosted/ASP model to at least two Commercial Banks/RRB's, running successfully for one year or more. Please attach supporting documents as Annexure-5 and Annexure -6		
6.	The Bidder should be at least CMMI Level 3 certified. Please attach supporting documents as Annexure-7		
7.	The Bidder should be ISO/IEC20001 certified.. Please attach supporting documents as Annexure-8		
8.	The Bidder should not be involved in any Bankruptcy filing or for protection from it. Please attach supporting documents as Annexure-9		
9.	The Bidder should not be a blacklisted by any Government / PSU department or bank. Please attach supporting documents as Annexure-10		
10.	The Bidder should have necessary arrangement /agreement/Certification with Google, Apple etc. for uploading of application on the respective stores. Please attach supporting documents as Annexure-11		
11.	Proposed Solution should be PA-DSS certified and the development /support Centre of the Bidder should be audited by reputed system auditor/ management consultant for adherence to processes, security and extant guidelines. Please attach supporting documents as Annexure-12		

(Signatures)

Date:

Place:

Name:

Designation:

Seal

6.3 DEVIATIONS FROM THE DETAILED TECHNICAL SPECIFICATIONS

Following are the Deviations and Variations from the detailed specifications given in this Request for Proposal Document. These deviations and variations are exhaustive. Except for these deviations and variations, all the goods and services shall be provided as per the specifications mentioned in the Request for Proposal Document.

S No	Clause No	Page No	Statement of Deviations and Variations

(Signatures)

Date: Place:

Name: Designation:

Seal

6.4 DEVIATIONS FROM THE TERMS AND CONDITIONS

Following are the Deviations and Variations from the terms and conditions of this Request for Proposal Document. These deviations and variations are exhaustive. Except for these deviations and variations, all the terms and conditions are acceptable to us.

S No	Clause No	Page No	Statement of Deviations and Variations

(Signatures)

Date: Place:

Name: Designation:

Seal

6.5 MANUFACTURER AUTHORISATION FORM (ANNEXURE 13)

(This letter should be on the letterhead of the OEM/ Manufacturer duly signed by an authorized signatory)

To General Manager,
J&K Grameen Bank
Head Office, Narwal Jammu-180 006 (India)

Sir,

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at,,, and do hereby authorize M/s (who is the vendor submitting its bid pursuant to the Request for Proposal JKGB/IT/RFP/MBANK/2019-5074 dated: 10-01-2019) to submit a Bid and negotiate and conclude a contract with you for supply of devices/solution manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose. The model(s) / product(s)/solution proposed in this rate contract is covered under 5 Yrs comprehensive support from the date of installation of product/solution.

We hereby extend our guarantee and warranty during this 5 year period as per terms and conditions of the RFP and the contract for the device and services/solution offered for supply against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP in respect of such devices and services.

We assure you that in the event of M/s not being able to fulfill its obligation as M/s vendor in respect of the warranty and AMC terms defined in the RFP, (OEM Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours Faithfully
Authorised Signatory
(Name: Phone No. Fax E_mail)

6.6 BILL OF MATERIAL CUM COMPLIANCE SHEET FOR SOFTWARE / SERVICES

Following is the exhaustive bill of material with makes and part numbers. Further we abide ourselves by the compliances indicated as per the desired specifications.

S No	Description Please copy all the functional requirements specified in this RFP	Response A: Available C: Customization Required N: Not Available

(Signatures)

Date: Place:

Name: Designation:

Seal

6.7 PROFORMA COMMERCIAL BID

Name of the Bidder:

S No	Particulars (a)	Unit (a)	Unit Rate in ₹(b)	Gross Price (c)=(a) x (b) in ₹ (Criterion for Bid Evaluation)	GST + other levies, as applicable (c) Payable as per actual rates applicable from time to time on production of proof of payment	TOTAL Price to be paid including GST and any other levies (b) + (c)
A.	One time Mobile application Cost including Interfacing / Integration and Implementation Fees	1				
B.	Recurring Charges per transaction	38,00,000				
Grand Total (A + B) in figures:						
Grand Total (A + B) in words:						

NOTE:

- 1) Following assumptions have been made in order to arrive the Total Cost of Project:
 - a) Projected number of transactions per month : 50000
 - b) Projected number of transactions per year : 6.20 lakh
 - c) Projected Annual increase of transactions: 10%
- 2) The bidder has to submit the price bid only in the above format. Any other format would be summarily rejected at the time of opening the bid.
- 3) In case there is any difference in rate quoted given in words and figures, the rate written in words shall be considered final & binding.
- 4) The rates to be quoted shall be exclusive of applicable taxes, if any.

(Signatures) Date:

Place:

Name:

Designation:

Seal

6.8 BANK GUARANTEE (EMD)

Offer Reference No.: _____

Bank Guarantee No.:

Dated:

Bank:

General Manager,
J&K Grameen Bank
Head Office, Narwal
Jammu- 180 006 (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 RFP and offer in response to RFP No. JKGB/IT/RFP/MBANK/2019-5074 Dated: 10-01-2019 for Implementation, Operation and Maintenance of Mobile Banking Solution on ASP/Hosted/Pay-Per-Transaction Model (hereinafter called the “RFP”) AND

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

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

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

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

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the 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 RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

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

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

11. The Bank Guarantee shall not be affected by any change in the constitution of the 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 undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised

by the vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

14. Notwithstanding anything contained herein above;

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

ii) this Bank Guarantee shall be valid up to and including the date ; and

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

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 BANK
Authorized Signatory
Seal & Address

6.9 PERFORMANCE BANK GUARANTEE:

Bank Guarantee No:.....

Dated:.....

Bank:.....

General Manager,
J&K Grameen Bank
Head Office, Narwal
Jammu- 180 006 (India)

WHEREAS(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at, hereinafter referred to as the VENDOR has _____ in terms of the Purchase Order bearing No. dated, hereinafter referred to as “the CONTRACT.

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

THEREFORE, WE,(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 (Rupees ----- Only).

2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the vendor in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment 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 further agree and undertake unconditionally to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent.

NOTWITHSTANDING anything contained herein above;

- (i) Our liability under this Guarantee shall not exceed `.....(Rupees.....only) ;
- (ii) This Guarantee shall be valid up to and 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

Authorized Signatory

6.10 DETAILS OF VENDOR

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

S.No	ITEM	DETAILS
1	Name of the Company	
2.	Postal Address	
3.	Registered Office	
4.	Telephone / Mobile / Fax Numbers	
5.	Name & Designation of the Person Authorized to make commitments to the Bank	
6.	Email and website Address	
7.	Year of Commencement of Business	
8.	GST No	
9.	Income Tax PAN No	
10.	Service Tax Registration No	

Financial position of bidder for the last three financial years (in '000)

	2015-16 (Audited)	2016-17 (Audited)	2017-18 (Audited)
Paid up capital			
Tangible Network (excluding revaluation reserves)			
Total outstanding liabilities/tangible Network			
Net sales of the company as a whole			
Out of above Net Sales, net sales from services			
Gross profit			
Net profit (profit after tax)			

Details of similar solution provided to Commercial banks in India specifying the number of Banks with module wise break up of functionality being used.

S.No	Name of the bank	Type (PSU/Non-PSU/Commercial/RRB)	List of functionalities being used	Contact person with phone number

Dated this _____ day of _____ 2019

Signature: _____

(in the Capacity of:) _____

Duly authorized to sign the offer for and on behalf of

Name:

Contact No:

Email id

Service Level Agreement

This Service Level Agreement (SLA) herein after referred to as “Agreement” is made between “M/S _____”, a Company incorporated under the Indian Companies Act 1956 with its registered office at _____ hereinafter referred to as the “Service provider or vendor” which Expression shall, be deemed to mean and include the representatives, successors in interest, nominees, administrators and assignees etc. of the ONE PART AND “The J&K Grameen Bank”, 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 (1) of section 23(A) of the Regional Rural Bank's Act,1976 vide notification dated 30th June 2009, issued by Ministry of Finance, Department & Financial Services, carrying on Banking Business, having its Head Office at Narwal, Jammu, Pin-180006, Jammu and Kashmir, hereinafter referred to as the “Bank” which expression shall be deemed to mean and include the representatives, successors in interest, nominees, administrators and assignees etc. of the OTHER PART.

The Bank and the Company are hereinafter collectively referred to as “Parties” and individually as a “Party”.

1. Definitions

Definitions of the terms used in the SLA to be mentioned like Equipment, Services, Software Maintenance, Response Time, Repair Time, Down Time, %age Down Time etc. in line with RFP and the desired objectives of the Bank.

2. Contract Documents.

The Agreement shall consist of this Service Level Agreement including all attachments stated herein & appended to this Agreement and made part hereof. This Agreement shall be interpreted wherever possible to avoid any conflict between the Sections hereof and the Attachments. The Attachments are:

Annexure A: Purchase Order

Annexure B: Non Disclosure Agreement

3. Term of Contract

This Agreement shall become effective on _____ (Effective Date) and shall remain valid for a period of five years and continue in full force and effect unless or until terminated by either party in accordance with the termination provisions stated herein. At the end of the term, the agreement may be renewed at the bank’s option for an additional two years term at mutually agreed terms and conditions.

4. Fee and Payment Terms

The fee/ payment shall be in Indian Rupees and on a fixed price basis for Term of the Service. There shall be No price variation for relating to increases/decrease in customs duty, excise tax, other taxes and foreign currency price variation etc during the Term of the service or contract period. However, during contract/ Term period, if there is any reduction in government levies / taxes, the same shall be passed on to the Bank. During contract period, the increase or decrease in service taxes and any new tax levied by Government for the services subscribed by the Bank under this tender will be to the Bank’s account.

In consideration for the services provided hereunder, Bank shall pay to the vendor as follows:

S.No.	Particulars	Price in ₹ (excluding taxes)
A.	One time Mobile application Cost including Interfacing / Integration and Implementation Fees	
B.	Recurring Charges per transaction	

No payment will be made in advance for any supplies under this Agreement. The generic payment schedule with the vendor shall be as follows

Full payment of **One time Mobile application Cost** will be paid post signing of SLA and on successful commissioning and satisfactory functioning of services in production environment.

The vendor shall invoice the bank each month in arrears for the Recurring fees accompanied by relevant reports of successful transactions submitted pursuant to terms & conditions of the RFP/SLA.

Upon fulfillment of other obligations stipulated in the Contract, payment based on the basis of final per transaction rate will be made by the bank but in no case later than thirty (30) days after submission of an invoice/claim by the vendor.

All charges and fees to be paid by the Bank under this agreement are exclusive of applicable taxes. The Bank shall pay all such applicable taxes except TDS.

5. Schedule of implementation

The vendor shall complete the implementation and customization of proposed mobile solution within six months from effective date. The implementation shall comprise of system configuration, customization, pilot implementation, UAT and system roll out.

6. Scope of work

The SLA shall apply to the Equipment/Services as appended with subsequent purchase order No:.....

- The vendor will implement and maintain Mobile Banking Solution on ASP/Hosted/Pay-per-Transaction Model for Bank's customers.
- The Vendor will execute the end-to-end scope, including Integration with CBS, Integration with ATM/IMPS switch or any other interfaces/payment gateways.
- The Vendor will maintain the highest possible security mechanism; so that data should not be exposed to internet maliciously.
- The Mobile Banking Solution should be in accordance with the mobile banking security norms of RBI/NPCI from time to time.
- The minimum period of contract will be for 5 years. Bank may extend/renew the period by further two years at mutual agreed terms and conditions
- Approx. Two lakh users/customers are expected to use the Mobile Banking solution. It is further clarified that Mobile Banking solution should support at least 100 concurrent transactions per second. But, there should be a provision for future scalability.

- g. The Bidder should support migration of all mobile banking users from bank's existing mobile banking system to the new system.
- h. Bidder shall be responsible for complete solution and no space will be provided by the bank for deploying the servers at their premises.
- i. Entire testing required by NPCI for mobile banking/IMPS or any other product shall be covered.
- j. There should be adequate risk mitigation measures like transaction limit (per transaction/daily, weekly, and monthly), Transaction velocity limit, fraud checks, AML checks, etc based on banks risk perception & customer grading
- k. All charges to be borne by vendor and hence all costs to be factored in while preparing commercial offer.
- l. The Bidder must clearly list all reports generated by the proposed solution.
- m. A web interface should be provided to get all standard reports and should also be able to provide any on the fly report required.
- n. The vendor shall undertake to host, maintain and provide comprehensive support/service for the period of contract covering all parts/components of the solution. The contract shall start from the date of successful commissioning and satisfactory functioning of services on production environment.
- o. During the period of contract, it will be mandatory on the part of the vendor to attend and resolve breakdown calls (if any) as per the parameters/ time-frame defined in the Service Management Section of this document. Breakdown/Downtime penalty (if any) will be charged as per the terms defined in Service Management section.
- p. The vendor shall provide the support services to resolve the problem as per the service levels. The vendor shall undertake to apply software patches/ service packs and keep the solution updated or upgraded with the functionalities etc. to latest version without any additional cost to the Bank.
- q. The Bank will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this agreement during the tenure of the contract.

7. Performance Guarantee

The Vendor shall, within 30 (thirty) days of execution of this agreement, submit a performance Bank guarantee for a value of _____ (for a value equivalent to the cost **payable (to be calculated based on anticipated volume)**) to the selected vendor **for the first six months**) issued by any reputed scheduled commercial bank in India. The Performance Guarantee shall be valid for the term period plus three months claim period. The Vendor shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due because of non-completion of the project. Bank shall invoke the performance guarantee in case the vendor fails to discharge their contractual obligations during the contract period or Bank incurs any loss due to vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

8. Data Ownership

The Vendor agrees that the Bank owns the data, and that the Vendor is the custodian of the data under the overall guidelines of the Bank. The Vendor shall provide adequate levels of security to protect the confidentiality, availability and integrity of the data and other technology resources in its custody as part of this Agreement. The right to data, even in the event of disputes is solely with the Bank. The data includes, but not limited to customer data (Name, address and Account details), card data (Card numbers, Card Track Details and PIN Offset details), ATM data (including location details), J&K GRAMEEN Banks' transaction data or any other data available at the vendor site.

9. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components. This section lists the minimum service level required to be maintained by the vendor.

“Response Time” shall mean the interval from receipt of first information from Bank to the Vendor, or to the local contact person of the Vendor by way of any means of communication informing them of the malfunction in system to the time Vendor Engineer attends the problem.

“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.

“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.

“Down Time” shall mean the period when the system is not available due to a problem in the system and shall be the interval between the time of reporting of failure to the time of completion of repair. Down Time is the sum of response time and restoration.

Call Response/Resolution and uptime commitments

Service/Type	Level
Service Window	24x7
Response Time	Within 1 hr.
Resolution Time	Within 3hrs.
Uptime Commitment	99.90%

Percentage downtime

Shall mean the aggregate of downtime of the equipment during the quarter expressed as a percentage of total available time in a quarter i.e. 90 * 24 hours. Thus, if the aggregate downtime of the application works out to 2.16 hours(129 minutes 36 seconds) during a quarter then the percentage downtime shall be calculated as follows:

$$\frac{2.16 \times 100}{90 * 24} = 0.10\%$$

$$90 * 24$$

(Considering days in a quarter as 90)

The Mean Time Between Failures (MTBF) should be 90 days barring scheduled and mutually agreed upon downtime for maintenance.

Following will be excluded while calculating the down time:

- Down time due to Bank issues.
- Schedule down time for maintenance activity. Successful Bidder shall inform the Bank at least a week before for the schedule downtime and for urgent situation at least 24 hours before.
- Down time due to Force Majeure

If at any time during performance of the Contract, vendor or its subcontractor(s) encounter conditions impeding timely delivery of the Products and performance of Service, vendor 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 vendor’s notice, the Bank shall evaluate the situation and may, at its discretion, extend the vendor’s time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

Except as provided in the above clause, a delay by vendor in the performance of its delivery obligations shall render it

liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

10. Penalty

In case of delay or default in execution of works or delivery of goods & services, penalties at the following rates shall be imposed to the vendor on the total amount (as per relevant rate schedule) of delayed goods/services. The default shall be deemed to have incurred in case vendor fail to make commercially reasonable efforts as might be certified by an empowered committee in this regard.

2% for delay of the first two months

5% per two months for subsequent delays

Maximum delay of six months is tolerable, beyond which the order will be cancelled and EMD of the vendor will be forfeited.

If Vendor fails to provide any of the services as per scope of this agreement or It fails to maintain guaranteed uptime on quarterly basis as per the terms of this agreement, the Bank shall be entitled to charge penalty as per below table for the defaulting month.

Quarterly Uptime	Amount of Penalty
>=99.9% to 100%	No Penalty
>=99% to <99.9%	5% of amount payable for the quarter
>=98% to <99%	10% of amount payable for the quarter
>=97% to <98%	20% of amount payable for the quarter
<=97%	30% of amount payable for the quarter

If Uptime is below 97.00%, Bank shall have full right to terminate the contract

Bank will impose penalty for transaction decline and reversals due to technical reasons attributable to the vendor. The LD shall be deducted / recovered by the Bank from any money due or becoming due to the vendor under the contract or may be recovered by invoking the bank guarantees or otherwise from Vendor or from any other amount payable to Vendor in respect of other orders.

However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to Vendor. The decision of the Bank in this regard shall be final, conclusive and binding.

As per Law, GST will be charged @18% on LD charges and the same will be recovered from the vendor.

11. Partnership / Collaboration / Subcontracting

The Vendor is fully responsible for deliverables for the project irrespective of their constitution and arrangements with OEMs. No subcontracting, partnership, collaboration shall be allowed.

12. Sensitive Information

Any information considered sensitive must be protected by the Vendor from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on BANK systems the Vendor may support or have access to include, 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.

The Vendor agrees to sign a Non Disclosure Agreement with the Bank as per the Bank format (Annexure “B”)

13. General

This document together with any attachment signed by both the parties shall constitute the entire binding contract between Vendor and Bank for the provision of maintenance services in respect of the equipment covered hereunder. This Contract shall be governed in all respects by Indian Law read with the local laws of J&K State and shall be deemed to have been concluded at Jammu and the Court of Jammu will have exclusive Jurisdiction in all matters of dispute subject to **Clause 14** below.

14. Confidentiality

Vendor understands and agrees that all materials and information marked and identified by BANK as ‘Confidential’ are valuable assets of BANK and are to be considered BANK's proprietary information and property. Vendor will treat all confidential materials and information provided by BANK with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Vendor will not use or disclose any materials or information provided by BANK without BANK's prior written approval.

Vendor shall not be liable for disclosure or use of any materials or information provided by BANK or developed by Vendor which is:

- a. Possessed by Vendor prior to receipt from BANK, other than through prior disclosure by BANK, as documented by Vendor's written records;
- b. Published or available to the general public otherwise than through a breach of Confidentiality;
- c. Obtained by Vendor from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to BANK;
- d. Developed independently by the Vendor.

In the event that Vendor is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Vendor shall promptly notify BANK and allow BANK a reasonable time to oppose such process before making disclosure.

Vendor 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 Vendor, if quantified. Further the BANK is entitled to seek to injunctive relief.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

Nothing contained in this contract shall limit the Vendor from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract. The confidentiality obligations shall survive for a period of one year post the termination/expiration of the Agreement.

15. Indemnity

The Vendor hereby indemnifies, protects and saves Bank and holds Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including attorney fees), relating to or resulting directly or indirectly from (i) an act of omission or commission of the Vendor, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement, (ii) breach of any of the terms of this

Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Vendor, (iii) bonafide use of the deliverables and or services provided by the Vendor, (iv) 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 fulfill the scope of this project, (v) claims made by the employees, sub-contractor, sub-contractors employees, who are deployed by the Vendor, under this contract, (vi) breach of confidentiality obligations of the Vendor, (vii) gross negligence or gross misconduct solely attributable to the Vendor or by any agency, contractor, subcontractor or any of their employees by the Vendor for the purpose of any or all of the obligations under this agreement. The Vendor shall further indemnify Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on BANK for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) BANK notifies the Vendor in writing immediately on being aware of such claim, (ii) the Vendor has sole control of its defense and all related settlement negotiations. Vendor shall be responsible for any loss of data, loss of life, etc., due to acts of Vendor representatives, and not just arising out of gross negligence or misconduct etc., as such liabilities pose significant risk. The Vendor shall indemnify BANK (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

1. Non-compliance of the Vendor with Laws / Governmental Requirements.
2. Intellectual Property infringement or misappropriation.
3. Negligence and misconduct of the Vendor, its employees, sub-contractor and agents.
4. Breach of any terms of Agreement, Representation or Warranty.
5. Act of omission or commission in performance of service.
6. Loss of data.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by BANK arising out of claims made by its customers and/or regulatory authorities.

The Vendor shall indemnify, protect and save BANK against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment or other systems supplied by them to BANK from whatsoever source, provided BANK notifies the Vendor in writing as soon as practicable when BANK becomes aware of the claim however, (i) the Vendor has sole control of its defense and all related settlement negotiations (ii) BANK provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) BANK does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where BANK is required by any court/ authority/ regulator to make a comment / statement/representation/pleading. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by BANK arising out of claims made by its customers and/or regulatory authorities.

16. Termination of Contract

For Convenience:

BANK by written notice sent to the Vendor may terminate the contract in whole or in part at any time for its convenience giving Three months prior notice. The notice of termination shall specify that the termination is for convenience stipulating the extent to which performance of the Vendor under the contract is terminated and the date upon which such termination become effective.

For Insolvency:

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

For Non-performance

BANK reserves its right to terminate the contract in the event the Vendor repeatedly fails to maintain the service levels prescribed by BANK in scope of work.

In the event of termination, termination will be without compensation to the Vendor provided that such termination will not prejudice or affect any right of action of remedy which has accrued or will accrue thereafter to BANK.

17. Consequences of Termination

In the event of termination of the Agreement for the reasons stated in Termination Clause of this agreement, the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be reasonably necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all reasonable steps to minimize loss resulting from that termination/breach and further allow the next vendor to take over the obligations of the Vendor in relation to the the scope of the Agreement.

In the event that the termination of the Agreement is due to the expiry of the Term, the Vendor shall be obliged to provide all such reasonable assistance to the next vendor or any other person as may be required by the Bank.

Nothing herein shall restrict the right of the Bank to invoke the Performance Bank Guarantee and pursue such other rights and/or remedies that may be available to the Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

18. Migration

In the event of termination or expiry of the Term, the Vendor shall provide to the Bank the entire Customer data, Card data and Transaction data of the Bank in an ASCII file format"

The migration will follow the following steps:

The Vendor will disable the PIN', Change Transaction within 15 Days of the notice.

The Vendor will create an ASCII file of Customer Data, Card Data and transaction data and all other relevant data pertaining to the bank's arrangement with the Vendor.

The Vendor will co-operate with the Bank to provide any other details as reasonably required at the earliest possible time.

Delete all data and records of the Bank data that may exist with the Vendor.

19. Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery implementation. The Vendor should describe the provisions for disaster recovery and show that the system facilitates disaster recovery.

20. Ownership and Retention of Documents

The Bank shall own the documents, prepared by or for the Vendor arising out of or in connection with the Agreement" Forthwith upon expiry or earlier termination of the Agreement and at any other time on demand by the Bank, the Vendor shall deliver to the Bank all documents provided by or originating from the Bank and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by the Bank at no additional cost.

The Vendor shall not, without the prior written consent of the Bank store, copy, distribute or retain any such Documents.

The Vendor shall preserve all documents provided by or originating from the Bank and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of the Banking this regard.

21. Compliance with statutory and regulatory provisions

It shall be the sole responsibility of the Vendor to comply with all statutory, regulatory & Law of Land and provisions while delivering the Services provided that if there is a substantial change in the law, such changes shall be at the cost of the Bank

22. Audit and Inspection of records

The Bank, Reserve Bank of India, and/or their auditors (whether internal or external) shall be authorized to make inquiries and conduct audit in connection with vendor's compliance with its obligations as per this Agreement. The vendor agrees to provide the Bank with such information and access for audit of the Vendor, as requested by the Bank, Reserve Bank of India, and/or their auditors. At all times, the Bank, Reserve Bank of India, and/or their auditors shall have the right to audit the records of the Vendor directly or through its representatives in relation to the Services hereunder. All Vendor's records with respect to any matters covered by this Agreement and/or as may be required by the Bank, Reserve Bank of India, and/or their auditors shall be made available to the Bank or its designees as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Vendor is aware that any failure to provide the data or refusal by them to permit audit as above may attract penalty being imposed on the Bank by the RBI. Such penalty due to non provision of such data and / or records attributable to the Vendor shall be recovered by the Bank from the Vendor.

The Vendor shall address all such audit findings and implement the measures to mitigate risks as brought out therein. The Vendor shall comply with procedures to deal with deficiencies noted by auditors, government regulators and other internal or external agencies and provide relevant solutions.

23. Force Majeure

The Vendor or BANK shall not be liable for penalty or termination for default if and 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. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving BANK or Vendor's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the Vendor shall promptly notify BANK in writing of such condition and cause thereof. Unless otherwise directed by BANK in writing, the Vendor shall continue to perform its obligations under contract as far as possible.

24. Limitation of Liability

- a) Notwithstanding anything contained herein, neither Party shall be liable for any indirect, special, punitive, consequential or incidental damages (including, without limitation, loss of use, data, revenue, profits, business) under this agreement and the aggregate liability of bidder, under this agreement shall not exceed more than the total contract value.
- b) Except as provided in this agreement there are no other express or implied warranties, representations, undertakings or conditions.

25. Resolution of Disputes

"In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation

thereof or otherwise in relation hereto, the Parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each Party and such arbitrators shall appoint an umpire before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Jammu and Kashmir Arbitration and Conciliation Act, 1997 or any statutory modification or re-enactment thereof for the time being in force and shall be held in Jammu and conducted in English language.

The Court in Jammu alone shall have jurisdiction over such arbitration proceedings. The award of the Arbitration shall be final, conclusive and binding upon the Parties hereto as an award of Jammu and Kashmir Arbitration and Conciliation Act, 1997 or any statutory modification or re-enactment thereof for the time being in force. Such award may be filed in any competent Court in Jammu.

Each Party will bear the expenses/costs incurred by it in appointing the Arbitrator. However, the cost of appointing the Umpire shall be borne equally by both the Parties.”

26. Governing Laws

The Contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable laws of the Union of India read with local laws of the state of Jammu & Kashmir and the Vendor shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of BANK falls.

27. Address of Notices

Following shall be address of BANK for notice purpose:

General Manager,
J&K Grameen Bank,
Head Office, Narwal, Jammu- 180 006 (India)

Following shall be address of Vendor for notice purpose:

.....
.....
.....

28. Nothing contained in this Agreement shall be deemed or constructed as creating a joint venture or partnership between the Vendor and the Bank.

29. This Agreement may be modified or amended solely in writing as signed by both Parties.

30. 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.

This Agreement has been signed in duplicate at on, each of which shall be deemed to be an original.

Agreed and signed on behalf of
Vendor’s Authorized Signatory
(Authorized Signatory)

Agreed and signed on behalf of
J&K Grameen Bank

Name.....

Name.....

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

Witness (1):
Name.....
Designation.....
Place.....
Date.....

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

Witness (1):
Name.....
Designation.....
Place.....
Date.....

Mutual Non-Disclosure Agreement

THIS MUTUAL NONDISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of (DD/MM/YYYY) by and between _____, a company incorporated under the laws of India, having its registered address at _____ (the “Vendor”) and J & K Grameen Bank (the “Recipient”).

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

2. “Confidential Information” means any information disclosed or acquired by other party during the course of the projects, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, technical data, trade secrets, know-how, research, product plans, services, customers, markets, software, inventions, processes, designs, drawings, marketing plans, financial condition and the Vendor’s plant and equipment), which is designated as “Confidential,” “Proprietary” or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing part as shown by the receiving party’s files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the receiving party’s possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

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

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

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

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

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

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

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

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

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

12. Arbitration, Governing Law & Jurisdiction

a. In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavour to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each Party and such arbitrators shall appoint an umpire before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Jammu and Kashmir Arbitration and Conciliation Act, 1997 or any statutory modification or re-enactment thereof for the time being in force.

b. The Courts in Jammu alone shall have jurisdiction over such arbitration proceedings.

c. The award of the Arbitration shall be final, conclusive and binding upon the Parties hereto as an award of Jammu and Kashmir Arbitration and Conciliation Act, 1997 or any statutory modification or re-enactment thereof for the time being in force. Such award shall be filed in any competent Court in Jammu.

d. Each Party will bear the expenses/costs incurred by it in appointing the Arbitrator. However, the cost of appointing the Umpire shall be borne equally by both the Parties.”

e. This Agreement is construed and shall be governed in accordance with the laws of India read with the local laws of the State of Jammu and Kashmir.”

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

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

is to be effective”.

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

VENDOR NAME

By:

(Signature)

Name:

Title:

Address:

Vendor Seal

RECIPIENT

By:

(Signature)

Name:

Title:

Address:

Company Seal