

REQUEST FOR PROPOSAL
FOR
IMPLEMENTATION
OF
CENTRAL KYC REGISTRY SOLUTION (CKYCR)



RFP No.: JKGB/DAC/RFP/2020-4349

Dated: 04-01-2020

J&K GRAMEEN BANK

Digital & Alternate Channels Cell
Head office, Narwal, Jammu
Jammu & Kashmir - 180006

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1. INTRODUCTION

1.1 BRIEF INTRODUCTION

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling J&K Grameen Bank (“the Bank”) to select a vendor for Supply, Installation, Implementation, Customization, Testing, Training, Onsite Support and Integration of Centralized KYC Registry (hereinafter referred to as CKYCR) Solution for Bank. Bank needs to integrate CKYCR portal of CERSAI, Govt. of India with proposed solution through STP using digital signature. The required solution should be installed at Bank’s Data Centre (DC) and Disaster Recovery (DR) Site simultaneously and the bidder is responsible to make DR with sync for the proposed application and database at any point of time. The Bidder should be an OSD or authorized partner or System Integrator, having project team members and support personnel competent enough to install, configure, customize, maintain, training and support the proposed solution.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful vendor as identified by the Bank, after completion of the selection process as detailed in this document.

The Bank has 217 branch offices across the length and breadth of the J & K and Ladakh UT. The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Bancassurance business and other services like Lockers. All the branches and offices of the Bank are computerized and Core Banking solution has been implemented in all the branches. Core Banking solution has been provided by M/s Infosys. Bank’s ATM Switching Services are being provided by M/s Fis Global Pvt. Ltd. in hosted model.

1.2 INFORMATION PROVIDED

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence

exercise in relation to the contents of any part of the RFP document.

1.3 FOR RESPONDENT ONLY

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") i.e. Government Organization / Public Sector Undertakings (PSU) / Limited Company or a partnership firm and no other person or organization.

1.4 CONFIDENTIALITY

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

1.5 COSTS BORNE BY RESPONDENTS

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

1.6 NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

1.7 RECIPIENT OBLIGATION TO INFORM ITSELF

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.8 EVALUATION OF OFFERS

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.9 ERRORS AND OMISSIONS

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

1.10 STANDARDS

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

1.11 ACCEPTANCE OF TERMS

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

2. RFP TERMS

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

Detailed information of J&K Grameen bank is available at Banks website www.jkgb.in.

2.1 AUTHORIZATION TO BID

The proposal/bid being submitted would be binding on the bidder. As such it is necessary that authorized personnel of the firm or organization sign the BID. The designated personnel should be authorized by a senior official of the Organization having authority. The letter should also indicate the complete name and designation of the designated personnel.

2.2 INSTRUCTION TO BIDDERS

For purposes of the RFP, J&K Grameen Bank will be referenced to as "Bank" through-out this RFP document.

TWO BID SYSTEM OFFER

Two copies of the offers (both Technical & commercial) must be submitted at the same time, giving full particulars in TWO SEPARATE sealed envelopes at the Bank's address given below, on or before **1700 hours Feb 04, 2020:**

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

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

All the SEPARATE sealed envelopes containing offers must be submitted to the Bank directly as under:

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

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

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

Type of Offer: (Technical or Commercial)

Copy: (Original or Duplicate)

RFP Reference Number:

Due Date:

Name of the Bidder:

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

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

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

EMD in the form of BG should be kept in original in Technical Offer being submitted to the Bank.

The EMD submitted by the unsuccessful Bidders will be returned soon after the completion of the process but not later than sixty (60) days after the expiration of the period of Bid validity. The EMD of the successful Bidder will be returned after successful installation of the device mentioned in the Purchase Order.

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

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

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

2.3 FORMAT FOR TECHNICAL OFFER

The Technical Offer should be made in an organized, structured and neat manner along with Brochures/leaflets etc., should not be submitted in loose form and should also be mandatorily paginated.

The suggested format for submission of Technical Offer is as follows:

- i. Index
- ii. Tender Fee
- iii. Earnest Money Deposit (EMD)
- iv. Covering letter. This should be as per Annexure 1.
- v. Details of the Bidder, as per Annexure 4.
- vi. Technical Proposal and capabilities Write-ups.
- vii. Bidder's Certificate of incorporation.
- viii. Bidder's Financial Details (Balance Sheets & Profit and Loss account etc. For FY 2016-17, 2017-18, 2018-19,)
- ix. Self-Declaration letter by duly authorized Bidder signatory stating non-blacklisting by any Government of PSU enterprise.
- x. The bidder should be engaged in supplying, installation and providing maintenance services for CKYC solution in India. An undertaking in this regard is required to be submitted by the bidder.
- xi. The Bidder has to give unconditional undertaking for providing service support /component parts, software's of all quoted products for minimum three years from the date of Go Live. Bidder to submit an undertaking in this regard.
- xii. The Bidder must have supplied and implemented the proposed solution in at least one public sector bank. The certificates & PO to this effect from the Bank(s) are required to be submitted.

2.4 FORMAT FOR COMMERCIAL OFFER

The Commercial offer must not contradict the Technical Offer in any manner. The suggested format for submission of Commercial Offer is as follows:

- i. Index
- ii. Item wise commercial summary of the device(s) and the solution.

- iii. All the sheets should be properly paginated.
- iv. The quoted prices shall be all inclusive but exclusive of GST. There will be no price escalation for the total period for which commercials have been quoted. The commercial should not contain anything other than pricing part.

2.5 OPENING OF OFFERS

Offers received within the prescribed closing date and time will be opened in the presence of Bidder representatives who choose to attend the opening of the Offer on the date and time specified below:

RFP Reference No.	RFP No. JKGB/DAC/RFP/2020-4349
Date of tender publication/uploading	Jan 04, 2020
Tender Fee	INR 5,000/- Only
EMD (Earnest Money Deposit)	INR 2,00,000/- Only
Last Date for Pre Bid clarifications/meeting	Jan 16, 2020 till 5:00PM at Head Office Jammu
Last Date & Time for Receipt of Technical & Commercial Offers	Feb 04, 2020 upto 5:00PM at Head office Jammu
Date & Time of Opening of Technical Offer	Feb 07,2020 at 3:00PM at Head office Jammu
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	ckyc@jkgb.in
Web Site Details	www.jkgb.in

Note: The Bidder representatives present shall sign a register of attendance at the time of opening of commercial offers.

2.6 TENDER DOCUMENT AND FEE

This document can be downloaded from Bank's website <http://www.jkgb.in>. In that event, the bidders should pay the cost of the tender document by means of DD drawn on any scheduled Bank in favour of J&K Grameen Bank, payable at Jammu and enclose the same to Technical Bid of this tender.

2.7 OFFER VALIDITY PERIOD

The Offer should hold good for a period of three months from the date of submission.

2.8 PROPOSAL OWNERSHIP

The proposal and all supporting documentation submitted by the Bidder shall become the property of the Bank.

2.9 MODIFICATION & WITHDRAWAL OF OFFERS

Bidders are not allowed to modify their offers once submitted. However, the Bidders are allowed to withdraw their offers any time before the last date and time specified for receipt of offers. No offer can be withdrawn by a BIDDER after the closing date and time for submission of offers.

2.10 PRELIMINARY SCRUTINY

Offers from Bidder not meeting the eligibility and technical criteria will be rejected. The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirements, whether technical documentation as asked for and required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the RFP requirements.

2.11 CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Bidder for clarifications on the offer made by them. The request for such clarifications and the Bidder response will necessarily be in writing.

2.12 NO COMMITMENT TO ACCEPT LOWEST OR ANY BID

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete.

Bank reserves the right to make changes in the terms and conditions of purchase. Bank will be under no obligation to have discussions with any bidder, and/or entertain any representation.

2.13 BID DOCUMENTATION

Technical information in the form of Brochures/Manuals/CD etc. must be submitted in support of the Offer made.

2.14 ERASURES OR ALTERATIONS

The Offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in.

2.15 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 lowest bidder whose Offer is found to be technically in line with the RFP specifications.

Authorized Representatives of Company:

Bank will only discuss the solution with company staff. The Bidder authorized representatives shall mean their staff. In no circumstances any intermediary (which includes Liaising Agents, marketing agents, commission agents etc.) should be involved during the course of project. No subletting of the contract by OEM or System Integrator will be allowed under any circumstances.

Partnership / Collaboration / Subcontracting

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

2.16 SHORT-LISTING OF BIDDER

The Bank will prepare a short-list of technically qualifying bidders and the commercial offers of only those Bidders will be opened. The date and time of opening of Commercial Offers of the Bidders who's Offer is technically in line with the RFP requirements have been provided in the RFP.

2.17 LIABILITIES TO J&K GRAMEEN BANK

This RFP is not an offer by the Bank, but an invitation for bidder responses. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the bidder.

2.18 PROPOSAL PROCESS MANAGEMENT

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

2.19 CONFIDENTIALITY PROVISION

The information provided by the Bank herein and all other information provided by bidder in connection with the services offered to be provided by the bidder pursuant to this RFP,

are to be treated by bidder as strictly confidential and proprietary. Such materials are to be used solely for the purpose of responding to this request. Access shall not be granted to third parties except upon prior consent of Bank and upon the written agreement of the intended recipient to treat the same as confidential. Bank may request at any time that any of Bank's material be returned or destroyed.

2.20 EARNEST MONEY DEPOSIT (EMD)

Bidders are required to give EMD by way of Bank Guarantee valid for 180 days from the due date of the RFP for **Rs.2,00,000/- (Rupees Two lakhs only)** as Earnest Money Deposit (EMD) along with their Offer. Offers made without EMD will be summarily rejected. The format for the Bank Guarantee is attached to this RFP document as Annexure 3. If the successful Bidder fails to provide the devices and solution 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.

2.21 PERFORMANCE BANK GUARANTEE

The successful Bidder is required to submit a PBG (performance Bank guarantee) for an amount of 20% of the Purchase Order value valid for the period of warranty of the solution (whichever is later). The format for the Performance Bank Guarantee is attached to this RFP document as Annexure 3.

2.22 LATE BIDS

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the Bidder.

2.23 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS / CANCELLATION OF TENDER PROCESS

J&K Grameen Bank reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of J&K Grameen Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue or cancel this RFP and all amendments will be advised to the Bidder and such amendments will be binding upon them. The Bank also reserves its right to accept, reject or cancel any or all responses to this RFP without assigning any

reason whatsoever. Further please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of J&K Grameen Bank and the bidder.

2.24 SERVICE LEVEL AGREEMENT

The Service Level Agreement is enclosed as Annexure 9.

2.25 ELIGIBILITY OF THE BIDDER

- I. The bidder must be a Limited Company/ Private Limited Company, registered in India under the companies Act 1956. Certificate of Incorporation & Commencement of Business (applicable for Public Ltd. Companies). A certified copy of the same are required to be submitted with the Bid.
- II. The bidder should have a minimum turnover of Rs. 1 crores per year during last three years as per audited Balance sheets. Audited Balance Sheet for last three Financial Years to be submitted. CA certificate with regard to turnover is required to be submitted by the bidder.
- III. The Bidder must have positive net worth in last 3 financial years as per audited Balance sheets. Audited Financial Statements (and Annual Reports, if applicable) for the last three financial years. CA certificate regarding Positive net worth needs to be furnished.
- IV. The bidder should be engaged in supplying, installation and providing maintenance services for CKYC solution in India. An undertaking in this regard is required to be submitted by the bidder.
- V. The bidders / Authorized Representative must have support office in India (their own or franchise). Provide the address and contact detail.
- VI. The Bidder should not be banned by any Public sector Bank/PSU/GOI Department as on date of submission of bid. An Undertaking letter to be enclosed by the Bidder clearly stating that they are not banned by any Bank, PSU/GOI Departments as on date of submission of bid.
- VII. The Bidder has to give unconditional undertaking for providing service support /component parts, software's of all quoted products for minimum three years from the date of Go Live. Bidder to submit an undertaking in this regard.
- VIII. The Bidder must have supplied and implemented the proposed solution in at least one public sector bank. The certificates & PO to this effect from the Bank(s) are required to be submitted.
- IX. Following criteria is also required:
 - a. The bidder should be an OSD (Original Solution Developer) or authorized partner of OSD for supply of licenses and solution implementation and maintenance support under warranty / ATS for the solution. Letter of confirmation from OSD need to be submitted.
 - b. If vendor (partner of Original Solution Developer (OSD)) is not able to fulfill its obligation to support the solution during the contract period, OSD will have to

ensure support as per contract. An undertaking from the OSD to this effect must be submitted. Letter of confirmation from OSD need to be submitted.

- c. If OSD is bidding directly they cannot submit another bid with any vendor. Letter of confirmation from OSD in case if OSD is bidding directly.
- d. One vendor can bid only with one OSD and similarly one OSD can bid with only one vendor. Letter of confirmation from the vendor and OSD

Photocopies of relevant documents / certificates, duly stamped and signed must be submitted as proof in support of the claims made. The Bank reserves the right to verify /evaluate the claims made by the Bidder independently. The decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.

3. PROJECT DETAILS

3.1 INTRODUCTION AND PROJECT OVERVIEW

The J&K Grameen Bank is floating the RFP to select a vendor for Supply, Installation, Implementation, Customization, Testing, Training, Onsite Support and Integration of Centralized KYC Registry (hereinafter referred to as CKYCR) Solution for Bank.

3.2 PURPOSE OF THIS RFP

Bank proposes to procure application software to capture the KYC details of new / legacy account of individual and legal entities as per the template of CKYCR and check with the database of CKYCR and upload to CERSAI (CKYCR) portal in case the record does not exist already. CKYCR is a centralized repository of KYC records of customers in the financial sector with uniform KYC norms and inter-usability of the KYC records across the sector with an objective to reduce the burden of producing KYC documents and getting those verified every time when the customer creates a new relationship with a financial entity.

The accounts are opened through CBS (Finacle) and the respective details also will be updated in Finacle. The proposed solution should download the account details automatically from Finacle via SFTP or through any other mode. The proposed application software should have the capability of capturing all the details with necessary validations as required in the CKYC template provided by CERSAI. It should provide download of file in the format as required by CERSAI with NIL/very minimum rejection of records when the same is uploaded in their portal.

Bidders have to ensure that the proposed solution should comply with the latest CKYCR guidelines 2016 including amendments. Bidder has to carry out customization changes in software in case of regulatory requirements, in future, at no extra cost to the Bank.

3.3 PROJECT SCOPE

Bank proposes to procure application software to capture the KYC details of new / legacy account of individual and legal entities as per the template of CKYCR and check with the database of CKYCR and upload to CERSAI (CKYCR) portal in case the record does not exist already. CKYCR is a centralized repository of KYC records of customers in the financial sector with uniform KYC norms and interusability of the KYC records across the sector with an objective to reduce the burden of producing KYC documents and getting those verified every time when the customer creates a new relationship with a financial entity. The details of functional requirements and required technical specifications to implement the solution at Bank are to be submitted as per Annexure 11 attached herewith.

The scope of work includes following but is not limited to:

- The main scope is implementation of enterprise wide web based application for Bank to manage KYC records of new and existing customers of Bank by fetching required details from CKYCR & Bank's CBS via Straight through Processing-STP and allowing the users of Branch to fill the gap data to meet the requirements of CKYCR template.
- The bidder should specify the configurations of required Hardware, Operating System and Database and will be responsible for sizing, installation and integration of all Hardware, storage and Network including Operating system and Database at DC and DR.
- The proposed solution should be capable to work on Virtual Cloud Model which supports any enterprise grade Linux / Windows 2012 / Solaris x86. Vendor is responsible for providing necessary Operating System licenses.
- The bidder should either provide the source code itself with necessary documentation or arrange to keep it under escrow arrangement and the cost to be borne by the bidder.
- Bidder will ensure that, the application should work on any enterprise grade database (MYSQL/Oracle/DB2/Windows SQL server) with latest version (Upgradable / Down gradable) and shall be responsible for providing necessary licenses.
- Data capturing page of proposed solution given for branch users should validate PAN and Aadhaar number from NSDL and UIDAI sites and same facilities to be available for other Officially Valid Documents (OVD) in public domain as and when they become available.
- The proposed solution should be capable of fetching data and required attachments from CKYCR and pre fill the data entry screen of branch while on boarding the customer / modifying the existing customer profile.
- The licenses for the proposed solution should be enterprise wide and there should not be any restrictions in issuing licenses based on no. of users, no. of branches, no.

of channels integrated, no. of uploading / downloading documents or transactions or files and asset size of Bank etc.

- The solution should support Windows versions 7 and above.
- The system should be capable of capturing data of new / legacy account of individual and legal entities as per template of CKYCR.
- The Proposed solution should be capable of uploading customer documents such as photo, proof of identity, signature and proof of address into the application electronically with CKYCR system and auto setting has to be configured such as photo should be in color and passport or other Official Valid Documents - OVD will be as per the CERSAI specifications of CKYCR.
- The system should check the names of customers with the data base of Central KYC Registry, as per bank's requirement.
- If any value of particular field as per CKYCR template is not available in Bank's Core Banking Solution, the branch user will fill the required additional details in the proposed solution. So the proposed application should have sufficient data entry / upload module to accept the gap data for a single / multiple customers at a time.
- The Proposed solution should be capable to identify De-duping of customer at the time of on boarding.
- The Proposed solution should be capable of uploading data to CKYCR server and downloading data from CKYCR server.
- The Proposed solution should be capable of bulk uploading/downloading of required information and documents to CKYCR server in the compressed format as per the prescribed format of CKYCR.
- The Proposed solution should support for scheduling bulk upload / download activities as per bank's requirement with all integrated systems via Straight through Processing - STP. The customization in the proposed solution for any such activities in future has to be done within ATS cost only.
- The Proposed solution should be capable of downloading customer data/document based on unique ID given by CKYCR of the customer/legal entities without human intervention (integrate with Bank's in house software / Core Banking Solution / Existing KYC AML system as per the Bank's requirement).
- The Proposed solution should be capable of providing an interface to search through API on CERSAI platform to check whether the required CKYC is present in CERSAI database or not.
- The Proposed solution should have built in ETL tool to extract, transform and load data from Bank's in house software / Core Banking Solution / Existing KYC AML system for further process on daily basis.
- The Proposed solution should be capable of identifying the records automatically which are to be uploaded to CKYCR server.

- The proposed solution should be capable of validating the Aadhaar by using banks existing biometric device.
- The Proposed solution should be capable of mapping a new account to an existing customer automatically using business rules configured in the system. Such rules should be flexible and highly parameterized in the proposed solution. The rules can be added, changed or removed by Bank at any point of time and in case of customization required every time in the solution then there will not be any cost to Bank for this change request.
- The Proposed solution should be capable of picking up unlimited address types and number of address along with contact numbers and email details as per CKYC requirements. Address change of the customer through this solution should be maintained in a user friendly and readable manner with the account linkage.
- The Proposed solution should be capable of capturing any future field or requirement by CKYC Registry, Regulators or Banks, from time to time.
- The Proposed solution should be capable of sending the information as per the escalation matrix for non-uploading of document or information in stipulated time given by CKYCR to different levels as per Bank's requirement.
- The Proposed solution should be capable of providing details to Bank and other monitoring authorities for progress/pendency of the work of screening/scrutiny of the work under correspondence with the field functionaries.
- The Proposed solution should be capable of maintaining proper history of uploading of customer data.
- The Proposed solution should be capable of receiving notification/deficiency from CKYCR and will give email to respective branch/user under copy to administrator/RO user/CO user.
- The Proposed solution should be capable to give SMS/email alert to respective customer whose notification comes to the branch. It should have a workflow and all interaction with www.ckycindia.in or the CKYCR system should happen through secure FTP and SSL. Bank's SMS and Email Gateway details will be disclosed separately with Successful Bidder.
- The proposed solution should integrate with CKYCR system using single Server Class –III Certificate. So there should be no need to procure digital signature branch wise even if the solution is used by multiple branches.
- Branches should be able to login through separate user-id and password or Single Sign On using Bank's Active Directory or both. System should allow the users to add or modify based on maker checker or as per configured workflow by Bank official. System should allow configuring the work flow by admin user of the Bank.
- System should digitally sign the zip folder before upload as per requirements of CKYCR.

- System should place all files on SFTP (Secure File Transfer Protocol) server and it should be capable of reading responses automatically.
- The activities of every user in workflow should be logged by the system automatically for each record and the same should be maintained.
- As and when the new requirements arise from verticals/CKYCR, system should be capable of providing the necessary dashboards like probable match, New Customer, Notification Management and Replicate Modification etc.
- The Proposed solution should be capable to send the data back to Bank's Core Banking Solution / in-house system / Existing KYC AML System / Bank's middleware which is received from CKYCR System.
- The proposed solution should not allow to re upload the KYC details of a customer to CKYCR system, if it is already uploaded earlier by system until or unless any change identified in the existing profile.
- The Proposed solution should be capable to show Zone Wise/ Region Wise/Branch wise no. of pending, uploading and even uploaded in CKYCR as per bank's requirement.
- The Proposed solution should be capable to generate reports in multiple formats – PDF, RTF, HTML, CSV and XLS/XLSX. User can configure the columns and print settings - header, footer etc.
- End users should be capable of scheduling the report generation by specifying the frequency / timings in the proposed solution.
- The proposed solution should be in a position to do an age-wise analysis and provide a report in the system to view pending for uploading at a summary level, like no. of documents outstanding, no. of days pending in descending order as per bank's requirement and the same can be communicated through automated e-mail also on daily basis as alert.
- The proposed system should be able to generate MIS reports as per Bank's requirement.
- The proposed solution should have the ability to delete or modify or remove the configured workflows, if they become redundant or obsolete as per bank's requirement and there should be sufficient logs for every action.
- The proposed solution should have ability to integrate and pick up images from other application such as CBS (Core Banking Solution) data as per bank's requirement.
- The proposed solution should be capable of identifying multiple Customer Information Form (CIF) of a single customer on parameters like Date of Birth, PAN Number, Aadhaar Card, Driving License, Voter Card etc.
- The proposed solution should be capable to generate and send letter of pending uploading and pending notification received from CKYCR to branches under copy to

respective Zonal Office through email. Integration with Banks' Email vendor is to be done by bidder at their own cost.

- The proposed solution should be capable of using existing scanners available at branches as per description of CKYCR uploading requirement.
- The proposed solution should be capable of uploading or downloading of data/document easily from remote branches having variable bandwidth over VSAT.
- The proposed solution should be capable of storing customer data and photograph as per bank's requirement.
- Any other features that may be required by CKYCR authorities to meet the objective and are missed to mention here should also be assumed a part of the scope of the solution and the same should be incorporated in the System without any cost to Bank.
- The proposed solution should be able to retrieve data as per CKYCR or Bank or Regulator's requirement.
- Detailed process documentation, Standard Operating Procedures and management of solution should be created and submitted to Bank before project signoff.
- The successful bidder has to provide 24x7 online support to Bank and if required the engineer has to visit Bank's premises to resolve the issue.
- For TCO calculation, cost of ATS for 1 year has been considered and same rate will be fixed for the subsequent years.
- Bidder should provide 1 year warranty and adequate support to bank for 2 years in case of such requirement from Bank for these RFP requirements.
- On-site Support of an engineer to be provided after go-live.
- Training to the Bank's project team and the user team. Training must cover both classroom and hands on sessions. Necessary training material and documents must be provided to the participants. Trainers cost to be borne by the bidder and Bank will provide the classroom and other facilities.

Proof of Concept (POC)

Vendors as part of technical evaluation have to demonstrate Proof of Concept (POC) of their product. POC will be based on the following conditions:

1. All and any cost associated with demonstrating the POC (including provision of Servers, technical resources, travel cost, boarding cost etc) will be to the account of the vendor and bank will not bear any cost.
2. Bank reserve its right to extend / shorten the period of POC where needed.
3. The POC would be done to check whether the quoted model meets the technical specifications as mentioned in Annexure 11.
4. Any vendor who is not complying with the above POC will be technically disqualified.
5. Vendors who have failed in the POC will automatically stand disqualified technically.

4. TERMS AND CONDITIONS

4.1 PRICES AND TAXES

Prices shall be expressed in the Indian Rupees only. The bidder must quote total price inclusive of charges related to freight, insurance, forwarding, packing, dispatch, installation etc. GST and/or other applicable tax shall be payable extra on actual basis as per Govt. rules. The cost will not depend on any variation in USD/£/€ exchange rate.

4.2 PAYMENT TERMS

The payment will be released as follows:

- i. No payment will be made in advance for any supplies under this invitation for bid.
- ii. 20% payment shall be released post signing of SLA and completion of UAT including certification (if any) required for implementation of solution.
- iii. 50% payment shall be released upon implementation of application in production environment i.e. after complete integration of application, training to Bank staff, UAT sign off and acceptance by Bank.
- iv. Remaining 30% of the payment shall be released on furnishing of a performance bank guarantee from any Nationalized or Scheduled Commercial Bank for 30% cost of the Total value of Purchase Order placed by the Bank for the period of warranty. In case the bank Guarantee is not submitted the 20% payment shall be released after completion of the warranty period.
- v. Taxes shall be extra as applicable.
- vi. Payment of ATS will be done yearly in arrear after submission of Invoice to HO DAC Department on yearly basis.

4.3 PAYING AUTHORITY

- i. Placement of Orders: The software components will be supplied and installed at DC and DR Site. The purchase order will be placed by Incharge DAC.
- ii. The payments as per the Payment Schedule covered herein above shall be paid by Incharge DAC. Following Documents are to be submitted for Payment:-
 - Invoice
 - Installation Report
 - Go-live signoff report ,
 - Training completion certificate as applicable,

All UAT Signoff Report must be counter-signed by an authorized official from concerned business Department.

4.4 ACCEPTANCE TESTS

The selected bidder in presence of the Bank authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the software, etc. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

4.5 DELIVERY PERIOD

The date on which the application is delivered will be taken as the date of delivery. The bidder shall be responsible for delivery of the application ordered at site within 4 weeks from the date of order.

4.6 INSTALLATION

Bidder shall be responsible for installation and integration of the application software ordered at site within 4 weeks from the date of delivery.

Penalty will be charged @1% of total cost of application software (order value) for the per week delay in installation subject to maximum 10% of order value which will be over & above late delivery charges.

4.7 WARRANTY

Comprehensive on-site one year warranty from the date of complete installation and acceptance of application.

The bidder shall be fully responsible for the warranty for application software, against any defects arising from design, any defect that may develop under normal use during warranty period.

- a) Warranty would cover updates/maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/bug fixes, if any.
- b) The bidder will obtain written acknowledgement from Bank after completion of warranty period for successful sign off of warranty period.

4.7.1 The scope of service will include:-

4.7.2.1 That the Bidder will assume total responsibility for the fault free operation of application software and maintenance during the warranty and post warranty (ATS period) for a total duration of three years. The bidder will accomplish preventive and breakdown maintenance activities to ensure that application execute without defect or interruption for at least 99% uptime for 24 hours a day, 7 days a week of operation on a quarterly basis. If the service support is less than 24*7 basis, Bank may at its own discretion reject the proposal in total, without assigning any reason.

4.7.2.2 The bidder has to ensure on-site support (without any extra cost) for resolving all Software & OS related issues, including re-installation of Web based application Software / OS and other software, due to any reason what-so-ever, during warranty and ATS period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).

4.7.2.3 During the warranty period the vendor should undertake to provide the Bank free maintenance service from the date of commissioning of the applications

4.8 SYSTEM UP TIME

Bidder has to guarantee minimum uptime of 99% during contract period.

4.9 ANNUAL MAINTENANCE CONTRACT/ANNUAL TECHNICAL SUPPORT

The vendor is expected to maintain the application software supplied for at least two years after the expiry of warranty period of one year. Comprehensive on-site maintenance charges, for the post warranty period, must be quoted in percentage terms on a yearly basis, in the Commercial Offer.

The vendor should also quote for 2 years ATS after the expiry of warranty period of one year with option for further extension on mutually agreed terms. ATS payment will be released on yearly basis, in arrears.

4.10 DELAYS IN THE BIDDER'S PERFORMANCE

The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following:

- i. Claiming Liquidated Damages
- ii. Termination of the purchase agreement fully or partly and claim liquidated damages.
- iii. Forfeiting of Earnest Money Deposit / Invoking EMD Bank Guarantee

LIQUIDATED DAMAGES- If supplier fails to deliver any or all goods within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the order value for each week of delay subject to the maximum of 10%. The penalty will be charged on order value for the items for which delivery is delayed.

The Bank is entitled to deduct the penalty from the purchase price or any other amount, which is due to supplier from this contract, or any other contract or by invoking the Bank Guarantee. A penalty of Rs.10000/- per day will be levied for every downtime exceeding 4 hours due to software error.

4.11 ORDER CANCELLATION

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

- a. The selected Bidder commits a breach of any of the terms and conditions of the bid and fails to meet agreed uptime.
- b. The Bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- f. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, The Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- g. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking The Bank guarantee under this contract.
- h. The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone.

4.12 CONSEQUENCES OF TERMINATION

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by the Bank , the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as the Bank may specify including training, where the successor(s) is a representative/personnel of the Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be

rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of the Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity 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 Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.13 DISPUTE RESOLUTION MECHANISM

“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 Arbitration and Conciliation Act, 1996 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 Arbitration and Conciliation Act, 1996 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.”

4.14 JURISDICTION

The jurisdiction of the courts shall be in Jammu.

4.15 NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

4.16 AUTHORIZED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with The Bank , raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by the bank.

4.17 FORCE MAJEURE

The Company or BANK shall not be liable for penalty or termination for default if and to the extent that it's 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 Company and not involving BANK or Company'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 Company shall promptly notify BANK in writing of such condition and cause thereof. Unless otherwise directed by BANK in writing, the Company shall continue to perform its obligations under contract as far as possible.

4.18 CONFIDENTIALITY

Company 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. Company 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. Company will not use or disclose any materials or information provided by BANK without BANK's prior written approval.

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

- a. Possessed by Company prior to receipt from BANK, other than through prior disclosure by BANK, as documented by Company's written records;
- b. Published or available to the general public otherwise than through a breach of Confidentiality;
- c. Obtained by Company 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 Company.

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

Company understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause BANK irreparable harm, may leave BANK with no adequate remedy at law and as such the Bank is entitled to proper indemnification for the loss caused by the Company, if quantified. Further the BANK is entitled to seek 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 order.

Nothing contained in this contract shall limit the Company 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.

4.19 OWNERSHIP AND RETENTION OF DOCUMENTS

The Bank shall own the documents, prepared by or for the selected Bidder arising out of or in connection with the Contract.

Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by The Bank, the Bidder shall deliver to The Bank all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by The Bank at no additional cost.

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

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

4.20 PATENT RIGHTS

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

4.21 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 mentioned in this RFP.

4.22 INTELLECTUAL PROPERTY INDEMNITY & INDEMNITY AGAINST MISUSE OF LICENSE

The selected vendor has to undertake to indemnify J&K Grameen Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract.

The selected vendor shall have to undertake to indemnify J&K Grameen Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement or misuse by vendor of, any license issues arising out of the execution of this contract.

4.23 LEGAL COMPLIANCE

The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect.

The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation.

The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the successful bidder.

4.24 GOVERNING LAW AND 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 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 Arbitration and Conciliation Act, 1996 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 Arbitration and Conciliation Act, 1996 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.

4.25 CONFLICT OF INTEREST

The Bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

4.26 PUBLICITY

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such party.

4.27 LIMITATION OF LIABILITY

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for IP Infringement indemnity Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

4.28 DELIVERY PERIOD

The required software is to be delivered within 2 weeks from the date of the acceptance of purchase order. The Installation and Commissioning of the application, if any shall be completed within 2 weeks from the date of delivery. For any delay in delivery, installation and commissioning beyond 2+2 weeks from the date of Purchase Order issued by the Bank, the Bank reserves the right to charge Liquidated Damages at the rate defined above.

4.29 SYSTEM MAINTENANCE STANDARD

- I. The bidder / Bidder has to ensure on-site/off-site support (without any extra cost) for resolving all software related issues, including re-installation of Software and other applications supplied or configured for the proposed solution under this RFP, due to any reason what-so-ever, during warranty and ATS period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).
- II. Bidder should resolve the problem reported by any means within 4 hours of report.
- III. The Bidder should ensure that the application reported down or non-functional on any day is set right on the same day and in no case later than 4 hours from the date of reporting.

Sr. No.	Description	Response Time (During Office hours)	Penalty Amount (Rs.)
1	Call response time	2 hours	No Penalty
2	Call resolution time	Application down for total 4 hours after logging complaint through any mode	
		Above 4 hours, if solution is not provided.	Rs.10000 per day (max.10% of the Contract Value without Taxes).

4.30 PATENTS RIGHTS

- I. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Goods or any part thereof in India, the bidder shall act expeditiously to extinguish such claim at their own expense.
- II. The bidder shall indemnify the Bank against all third party claims.
- III. If the bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees.

- IV. The Bank will give notice to the bidder of such claim, if it is made, without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- V. The Bidder shall grant to the bank a fully paid-up, irrevocable, nonexclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the Bidder, including all inventions, designs and marks embodied therein in perpetuity.

ANNEXURE 1 - TENDER COVERING LETTER

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

Dear Sir,

Sub: Procurement, Implementation and Maintenance of Centralized KYC solution (CKYCR) -
Tender RFP Reference No. JKGB/DAC/RFP/2020-4349 Dated: 04-01-2020

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for CKYCR (Centralized KYC) forming Technical as well as Commercial Bids being parts of the above referred Bid.

Further we agree to abide by the terms and conditions of this tender and our offer shall remain valid for 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

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

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we are not blacklisted / banned by any Public sector Bank/PSU/GOI Department at the time of bid submission.

Dated this _____ day of _____ 2020

Signature: _____

(in the Capacity of:) _____

Duly authorized to sign the offer for and on behalf of

Name:

Contact No:

Email id

ANNEXURE 2 - BANK GUARANTEE

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 BIDDER”) proposes to RFP and offer in response to **RFP No. JKGB/DAC/RFP/2020-4349 Dated: 04-01-2020** for Procurement, Implementation and Maintenance of Centralized KYC solution (CKYCR) (hereinafter called the “RFP”) AND

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

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

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

1. We....., undertake to pay the amounts due and payable under this Guaranteewithout any demur, merely on demand from you and undertake to indemnify you and keep youindemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the BIDDER of any of the terms and conditions contained in the RFP and in the event of the BIDDER commits default or defaults in carrying out any of

the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the BIDDER of their obligations in terms of the RFP. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.

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

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the BIDDER after expiry of the relative guarantee period of the RFP and after the BIDDER had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a “ No Demand Certificate “ provided always that the guarantee shall in no event remain in force after the day ofwithout prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the BIDDER and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the BIDDER or any other forbearance, act or omission on your part or any indulgence by you to the BIDDER or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.

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

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

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

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

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

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

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

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

14. 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

ANNEXURE 3- 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 BIDDER has undertaken Procurement, Implementation and Maintenance of Centralized KYC solution in terms of the Purchase Order bearing No. dated, hereinafter referred to as “the CONTRACT.

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

THEREFORE, WE, (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 Bidder of any of the terms and conditions contained in the Contract or by reason of the Bidder’s failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding..... (Rupees ----- --- Only).

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

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

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

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

6. We further agree and undertake unconditionally to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the BIDDER.

7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent.

NOTWITHSTANDING anything contained herein above;

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

(ii) This Guarantee shall be valid up to and 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

ANNEXURE 4 - BIDDER'S INFORMATION

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

Reg : Procurement, Implementation and Maintenance of Centralized CKYC (CKYCR) under Rate contract

With reference to your RFP No. _____ dated _____ (Read with its Addendums/Corrigendum/Amendments), we submit necessary information hereunder:-

1.	Name & address of the Company with direct phone numbers	
2.	Name of the company	
3.	Registration No. and date of establishment	
4.	Website Address	
5.	Email Address	
4	<p>Present strength of the firm</p> <p>(a) Is Company ISO Certified</p> <p>(c) No. of sites handled presently</p> <p>(d) Nos. of Staff Members</p>	
5	Average time required to attend the call for support during the contract period of 3 years	
6	Total Service Support centers in India	

7.	Detail of Tender Fee and Earnest Money Deposited.			
8.	Figures for last 3 years (in Crores with two decimal):-	2016-17	2017-18	2018-19
	Annual Turnover	_____	_____	_____
	Profit	_____	_____	_____
	Revenue earned	_____	_____	_____
9	Income Tax PAN			
10.1	GSTIN			
10.2	Service Tax Registration No.			
11	Trade Identification No.(TIN) for VAT			
12	Trade Identification No.(TIN) for CST			
13	Previous Assignments with the J&K Grameen Bank, if any, during the last five years	Assignment	Year	
		_____	_____	
		_____	_____	
		_____	_____	
14	If Assignments done (as per Column 13) with J&K Grameen Bank, whether Satisfactory Performance Letter is attached with the Bid	Yes / No		

DECLARATION

I/We hereby declare that the terms and conditions of the tender stated herein and as may be modified/mutually agreed upon are acceptable and binding to me/us. We understand and agree that:-

1. The Bank is not bound to accept the lowest bid or may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
3. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
4. The Bank may accept or entrust the entire work to one Bidder or divide the work to more than one bidders without assigning any reason or giving any explanation whatsoever and the Bank's decision in this regard shall be final and binding on us. Bidder means the vendor who is decided and declared so after examination of commercial bids.
5. We undertake to give a service commitment for at least three years.
6. Proper service/support center(s) will be provided by our qualified service engineers.
7. Onsite support will be provided at Bank Business department.

Name of person Authorized to sign	
Mobile No.	
Email	

Date:

Place :

Official Stamp:

SIGNATURE OF AUTHORISED SIGNATORY

ANNEXURE 5 - SERVICE SUPPORT CENTERS DETAILS

City / District Location	Postal Address, Telephone, Fax, E-Mail and Contact Details of Support Personnel	Office Working Hours	Number of Hardware/ Software Engineers capable of supporting backup solution offered	Own Franchisee/ Support Centers

Signature Of Authorised Signatory

ANNEXURE 6 - CONFORMITY WITH HARDCOPY LETTER

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

To

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

Sir,

Sub: Procurement, Implementation and Maintenance of Centralized CKYC (CKYCR)

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "**RFP**") issued by J&K Grameen Bank. ("**Bank**") we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

ANNEXURE 8 - UNDERTAKING FROM OEM (SOFTWARE/SOLUTION)

(To be submitted on Company (OEM's) letterhead)

To,

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

Sub: RFP for Procurement, Implementation and Maintenance of Centralized CKYC (CKYCR)

Ref.No: JKGB/DAC/RFP/2020-4349 dated 04-01-2020

Dear Sir,

We _____ (**OEM Vendor**) of Centralised KYC Registry Solution hereby authorize **M/s. _____ (Successful Bidder / Vendor Name)** to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We hereby extend our full warranty for 1 year (back to back warranty) as per terms and conditions of the tender and the contract for procurement of Centralised KYC Registry Solution offered against this invitation for Bid by the above firm. During warranty period, if vendor is not able to resolve the issue, support should be directly provided by us.

We also assure our support for Registered CKYC Solution for the purchase value of the items to be maintained for at least next 2 years (after expiry of warranty of one year).

Dated at _____ this _____ day of _____ 2020.

Sign

Name of the signatory

Designation

Company Seal

ANNEXURE 9 - 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 “**Company**” which Expression shall, be deemed to mean and include the representatives, successors in interest, nominees, administrators and assignees etc. of the **ONE PART AND “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 Device, Software Maintenance, Hardware maintenance, preventive maintenance, Response Time, Repair Time, Down Time, %age Down Time etc. in line with the desired objectives of the Bank.

1.1. 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: Non-Disclosure Agreement

2. SCOPE

- The main scope is implementation of enterprise wide web based application for Bank to manage KYC records of new and existing customers of Bank by fetching required details from CKYCR & Bank's CBS via Straight through Processing-STP and allowing the users of Branch to fill the gap data to meet the requirements of CKYCR template.
- The bidder should specify the configurations of required Hardware, Operating System and Database and will be responsible for sizing, installation and integration of all Hardware, storage and Network including Operating system and Database at DC and DR.

- The proposed solution should be capable to work on Virtual Cloud Model which supports any enterprise grade Linux / Windows 2012 / Solaris x86. Vendor is responsible for providing necessary Operating System licenses.
- The bidder should either provide the source code itself with necessary documentation or arrange to keep it under escrow arrangement and the cost to be borne by the bidder.
- Bidder will ensure that, the application should work on any enterprise grade database (MYSQL/Oracle/DB2/Windows SQL server) with latest version (Upgradable / Down gradable) and shall be responsible for providing necessary licenses.
- Data capturing page of proposed solution given for branch users should validate PAN and Aadhaar number from NSDL and UIDAI sites and same facilities to be available for other Officially Valid Documents (OVD) in public domain as and when they become available.
- The proposed solution should be capable of fetching data and required attachments from CKYCR and pre fill the data entry screen of branch while on boarding the customer / modifying the existing customer profile.
- The licenses for the proposed solution should be enterprise wide and there should not be any restrictions in issuing licenses based on no. of users, no. of branches, no. of channels integrated, no. of uploading / downloading documents or transactions or files and asset size of Bank etc.
- The solution should support Windows versions 7 and above.
- The system should be capable of capturing data of new / legacy account of individual and legal entities as per template of CKYCR.
- The Proposed solution should be capable of uploading customer documents such as photo, proof of identity, signature and proof of address into the application electronically with CKYCR system and auto setting has to be configured such as photo should be in color and passport or other Official Valid Documents - OVD will be as per the CERSAI specifications of CKYCR.
- The system should check the names of customers with the data base of Central KYC Registry, as per bank's requirement.
- If any value of particular field as per CKYCR template is not available in Bank's Core Banking Solution, the branch user will fill the required additional details in the proposed solution. So the proposed application should have sufficient data entry / upload module to accept the gap data for a single / multiple customers at a time.
- The Proposed solution should be capable to identify De-duping of customer at the time of on boarding.
- The Proposed solution should be capable of uploading data to CKYCR server and downloading data from CKYCR server.
- The Proposed solution should be capable of bulk uploading/downloading of required information and documents to CKYCR server in the compressed format as per the prescribed format of CKYCR.
- The Proposed solution should support for scheduling bulk upload / download activities as per bank's requirement with all integrated systems via Straight through

Processing - STP. The customization in the proposed solution for any such activities in future has to be done within ATS cost only.

- The Proposed solution should be capable of downloading customer data/document based on unique ID given by CKYCR of the customer/legal entities without human intervention (integrate with Bank's in house software / Core Banking Solution /Existing KYC AML system as per the Bank's requirement).
- The Proposed solution should be capable of providing an interface to search through API on CERSAI platform to check whether the required CKYC is present in CERSAI database or not.
- The Proposed solution should have built in ETL tool to extract, transform and load data from Bank's in house software / Core Banking Solution / Existing KYC AML system for further process on daily basis.
- The Proposed solution should be capable of identifying the records automatically which are to be uploaded to CKYCR server.
- The proposed solution should be capable of validating the Aadhaar by using banks existing biometric device.
- The Proposed solution should be capable of mapping a new account to an existing customer automatically using business rules configured in the system. Such rules should be flexible and highly parameterized in the proposed solution. The rules can be added, changed or removed by Bank at any point of time and in case of customization required every time in the solution then there will not be any cost to Bank for this change request.
- The Proposed solution should be capable of picking up unlimited address types and number of address along with contact numbers and email details as per CKYC requirements. Address change of the customer through this solution should be maintained in a user friendly and readable manner with the account linkage.
- The Proposed solution should be capable of capturing any future field or requirement by CKYC Registry, Regulators or Banks, from time to time.
- The Proposed solution should be capable of sending the information as per the escalation matrix for non-uploading of document or information in stipulated time given by CKYCR to different levels as per Bank's requirement.
- The Proposed solution should be capable of providing details to Bank and other monitoring authorities for progress/pendency of the work of screening/scrutiny of the work under correspondence with the field functionaries.
- The Proposed solution should be capable of maintaining proper history of uploading of customer data.
- The Proposed solution should be capable of receiving notification/deficiency from CKYCR and will give email to respective branch/user under copy to administrator/RO user/CO user.
- The Proposed solution should be capable to give SMS/email alert to respective customer whose notification comes to the branch. It should have a workflow and all interaction with www.ckycindia.in or the CKYCR system should happen through secure FTP and SSL. Bank's SMS and Email Gateway details will be disclosed separately with Successful Bidder.

- The proposed solution should integrate with CKYCR system using single Server Class –III Certificate. So there should be no need to procure digital signature branch wise even if the solution is used by multiple branches.
- Branches should be able to login through separate user-id and password or Single Sign On using Bank's Active Directory or both. System should allow the users to add or modify based on maker checker or as per configured workflow by Bank official. System should allow configuring the work flow by admin user of the Bank.
- System should digitally sign the zip folder before upload as per requirements of CKYCR.
- System should place all files on SFTP (Secure File Transfer Protocol) server and it should be capable of reading responses automatically.
- The activities of every user in workflow should be logged by the system automatically for each record and the same should be maintained.
- As and when the new requirements arise from verticals/CKYCR, system should be capable of providing the necessary dashboards like probable match, New Customer, Notification Management and Replicate Modification etc.
- The Proposed solution should be capable to send the data back to Bank's Core Banking Solution / in-house system / Existing KYC AML System / Bank's middleware which is received from CKYCR System.
- The proposed solution should not allow to re upload the KYC details of a customer to CKYCR system, if it is already uploaded earlier by system until or unless any change identified in the existing profile.
- The Proposed solution should be capable to show Zone Wise/ Region Wise/Branch wise no. of pending, uploading and even uploaded in CKYCR as per bank's requirement.
- The Proposed solution should be capable to generate reports in multiple formats – PDF, RTF, HTML, CSV and XLS/XLSX. User can configure the columns and print settings - header, footer etc.
- End users should be capable of scheduling the report generation by specifying the frequency / timings in the proposed solution.
- The proposed solution should be in a position to do an age-wise analysis and provide a report in the system to view pending for uploading at a summary level, like no. of documents outstanding, no. of days pending in descending order as per bank's requirement and the same can be communicated through automated e-mail also on daily basis as alert.
- The proposed system should be able to generate MIS reports as per Bank's requirement.
- The proposed solution should have the ability to delete or modify or remove the configured workflows, if they become redundant or obsolete as per bank's requirement and there should be sufficient logs for every action.
- The proposed solution should have ability to integrate and pick up images from other application such as CBS (Core Banking Solution) data as per bank's requirement.

- The proposed solution should be capable of identifying multiple Customer Information Form (CIF) of a single customer on parameters like Date of Birth, PAN Number, Aadhaar Card, Driving License, Voter Card etc.
- The proposed solution should be capable to generate and send letter of pending uploading and pending notification received from CKYCR to branches under copy to respective Zonal Office through email. Integration with Banks' Email vendor is to be done by bidder at their own cost.
- The proposed solution should be capable of using existing scanners available at branches as per description of CKYCR uploading requirement.
- The proposed solution should be capable of uploading or downloading of data/document easily from remote branches having variable bandwidth over VSAT.
- The proposed solution should be capable of storing customer data and photograph as per bank's requirement.
- Any other features that may be required by CKYCR authorities to meet the objective and are missed to mention here should also be assumed a part of the scope of the solution and the same should be incorporated in the System without any cost to Bank.
- The proposed solution should be able to retrieve data as per CKYCR or Bank or Regulator's requirement.
- Detailed process documentation, Standard Operating Procedures and management of solution should be created and submitted to Bank before project signoff.
- The successful bidder has to provide 24x7 online support to Bank and if required the engineer has to visit Bank's premises to resolve the issue.
- For TCO calculation, cost of ATS for 1 year has been considered and same rate will be fixed for the subsequent years.
- Bidder should provide 1 year warranty and adequate support to bank for 2 years in case of such requirement from Bank for these RFP requirements.
- On-site Support of an engineer to be provided after go-live.
- Training to the Bank's project team and the user team. Training must cover both classroom and hands on sessions. Necessary training material and documents must be provided to the participants. Trainers cost to be borne by the bidder and Bank will provide the classroom and other facilities.

3. SYSTEM MAINTENANCE STANDARD:

- I. The bidder / Bidder has to ensure on-site/off-site support (without any extra cost) for resolving all software related issues, including re-installation of Software and other applications supplied or configured for the proposed solution under this RFP, due to any reason what-so-ever, during warranty and ATS period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).

- II. Bidder should resolve the problem reported by any means within 4 hours of report.
- III. The Bidder should ensure that the application reported down or non-functional on any day is set right on the same day and in no case later than 4 hours from the date of reporting.

Sr. No.	Description	Response Time (During Office hours)	Penalty Amount (Rs.)
1	Call response time	2 hours	No Penalty
2	Call resolution time	Application down for total 4 hours after logging complaint through any mode	
		Above 4 hours, if solution is not provided.	Rs.10000 per day (max.10% of the Contract Value without Taxes).

3.1 DELIVERY PERIOD

The date on which the application is delivered will be taken as the date of delivery. The bidder shall be responsible for delivery of the application ordered at site within 4 weeks from the date of order.

3.2 INSTALLATION:

Bidder shall be responsible for installation and integration of the application software ordered at site within 4 weeks from the date of delivery.

Penalty will be charged @1% of total cost of application software (order value) for the per week delay in installation subject to maximum 10% of order value which will be over & above late delivery charges.

3.3 WARRANTY:

Comprehensive on-site one year warranty from the date of complete installation and acceptance of application.

The bidder shall be fully responsible for the warranty for application software, against any defects arising from design, any defect that may develop under normal use during warranty period.

- a) Warranty would cover updates/maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/bug fixes, if any.
- b) The bidder will obtain written acknowledgement from Bank after completion of warranty period for successful sign off of warranty period.

3.3.1 The scope of service will include:-

3.3.1.1 That the Bidder will assume total responsibility for the fault free operation of application software and maintenance during the warranty and post warranty (ATS period) for a total duration of three years. The bidder will accomplish preventive and breakdown maintenance activities to ensure that application execute without defect or interruption for at least 99% uptime for 24 hours a day, 7 days a week of operation on a quarterly basis. If the service support is less than 24*7 basis, Bank may at its own discretion reject the proposal in total, without assigning any reason.

3.3.1.2 The bidder has to ensure on-site support (without any extra cost) for resolving all Software& OS related issues, including re-installation of Web based application Software / OS and other software, due to any reason what-so-ever, during warranty and ATS period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).

3.3.1.3 During the warranty period the vendor should undertake to provide the Bank free maintenance service from the date of commissioning of the applications

3.4 SYSTEM UP TIME

Bidder has to guarantee minimum uptime of 99% during contract period.

3.5 ANNUAL MAINTENANCE CONTRACT/ANNUAL TECHNICAL SUPPORT

The bidder/vendor is expected to maintain the application software supplied for at least two years after the expiry of warranty period of one year. Comprehensive on-site maintenance charges, for the post warranty period, must be quoted in percentage terms on a yearly basis, in the Commercial Offer.

The vendor should also quote for 2 years ATS after the expiry of warranty period of one years with option for further extension on mutually agreed terms. ATS payment will be released on yearly basis, in arrears.

4. PAYMENT TERMS

The payment will be released as follows:

- i. No payment will be made in advance for any supplies under this invitation for bid.

- ii. 20% payment shall be released post signing of SLA and completion of UAT including certification (if any) required for implementation of solution.
- iii. 50% payment shall be released upon implementation of application in production environment i.e. after complete integration of application, training to Bank staff, UAT sign off and acceptance by Bank.
- iv. Remaining 30% of the payment shall be released on furnishing of a performance bank guarantee from any Nationalized or Scheduled Commercial Bank for 30% cost of the Total value of Purchase Order placed by the Bank for the period of warranty. In case the bank Guarantee is not submitted the 20% payment shall be released after completion of the warranty period.
- v. Taxes shall be extra as applicable.
- vi. Payment of ATS will be done yearly in arrear after submission of Invoice to HO DAC Department on yearly basis.

5. PARTNERSHIP / COLLABORATION / SUBCONTRACTING

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

6. SENSITIVE INFORMATION

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

Types of sensitive information that will be found on BANK system's the Company 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 Company agrees to sign a Non-Disclosure Agreement with the Bank as per the Bank format (Annexure "A")

7. GENERAL

This document together with any attachment signed by both the parties shall constitute the entire binding contract between Company and Bank for the provision of maintenance services in respect of the device covered hereunder. This Contract shall be governed in all respects by Indian Law read with the local laws of J&K UT 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.

8. CONFIDENTIALITY

Company 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. Company 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. Company will not use or disclose any materials or information provided by BANK without BANK's prior written approval.

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

- a. Possessed by Company prior to receipt from BANK, other than through prior disclosure by BANK, as documented by Company's written records;
- b. Published or available to the general public otherwise than through a breach of Confidentiality;
- c. Obtained by Company 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 Company.

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

Company understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause BANK irreparable harm, may leave BANK with no adequate remedy at law and as such the Bank is entitled to proper indemnification for the loss caused by the Company, if quantified. Further the BANK is entitled to seek 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 order.

Nothing contained in this contract shall limit the Company 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.

9. INDEMNITY

The Company 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 Company, 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 Company, (iii) bonafide use of the deliverables and or services provided by the Company, (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 Company, under this contract, (vi) breach of confidentiality obligations of the Company, (vii) gross negligence or gross misconduct solely attributable to the Company or by any agency, contractor, subcontractor or any of their employees by the Company for the purpose of any or all of the obligations under this agreement. The Company 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 device or software or deliverables at all points of time, provided however, (i) BANK notifies the Company in writing immediately on being aware of such claim, (ii) the Company has sole control of its defense and all related settlement negotiations. Company shall be responsible for any loss of data, loss of life, etc., due to acts of Company representatives, and not just arising out of gross negligence or misconduct etc., as such liabilities pose significant risk. The Company shall indemnify BANK (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

1. Non-compliance of the Company with Laws / Governmental Requirements.
2. Intellectual Property infringement or misappropriation.
3. Negligence and misconduct of the Company, 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 Company 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 device or other systems supplied by them to BANK from whatsoever source, provided BANK notifies the Company in writing as soon as practicable when BANK becomes aware of the claim however, (i) the Company has sole control of its defence and all related settlement negotiations (ii) BANK provides the Company 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 Company, 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.

10. TERMINATION OF CONTRACT:

For Convenience:

BANK by written notice sent to the Company may terminate the contract in whole or in part at any time for its convenience giving three (3) months prior notice. The notice of termination shall specify that the termination is for convenience stipulating the extent to which performance of the Company 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 Company, if the Company becomes bankrupt or insolvent.

For Non-performance

BANK reserves its right to terminate the contract in the event the Company 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 Company provided that such termination will not prejudice or affect any right of action of remedy which has accrued or will accrue thereafter to BANK.

11. RELOCATION AND SHIFTING

The relocation / Shifting, if any required, of all the quoted components shall be done by the Bank at its own cost and responsibility. The quoted components shall continue to remain within the scope of warranty for the transit period.

12. FORCE MAJEURE:

The Company or BANK shall not be liable for penalty or termination for default if and to the extent that it's 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 Company and not involving BANK or Company'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 Company shall promptly notify BANK in writing of such condition and cause thereof. Unless otherwise directed by BANK in writing, the Company shall continue to perform its obligations under contract as far as possible.

13. 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.

14. 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 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 Arbitration and Conciliation Act, 1996 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 Arbitration and Conciliation Act, 1996 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.”

15. APPLICABLE LAWS:

The Contract shall be interpreted in accordance with the laws of the Union of India read with local laws of the UT of Jammu & Kashmir and the Company shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of BANK falls.

16. GOVERNING LAWS:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India read with Local Laws of J&K UT.

17. 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 Company for notice purpose:

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

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

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

20. 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
Company's Authorized Signatory

Agreed and signed on behalf of
J&K Grameen Bank
(Authorized Signatory)

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

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

Witness (1):

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

Witness (1):

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

ANNEXURE A - MUTUAL NONDISCLOSURE AGREEMENT

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

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

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

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

prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

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

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

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

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

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

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

10. Adherence. The content of the agreement is subject to adherence audit by J&K Grameen Bank. It shall be the responsibility of the Company 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 Arbitration and Conciliation Act, 1996 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 Arbitration and Conciliation Act, 1996 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 UT 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.

COMPANY NAME

By:

(Signature)

Name:

Title:

Address:

Company Seal

RECIPIENT

By:

(Signature)

Name:

Title:

Address:

Company Seal

ANNEXURE 10 - FORMAT FOR COMMERCIAL BID

S. NO	PARTICULARS	TOTAL COST
1	Enterprise wide Software Solution – CKYCR Licenses	
2	Any other licensed software, if required (please indicate separately)	
3	Successful implementation of CKYC solution for J&K Grameen Bank Branches (Supply, installation, configuration, commissioning of software including UAT at DC and DR)	
4	ATS for 2 years after expiry of warranty period of 1 year for J&K Grameen Bank (A). Total Cost for 2 years ATS after warranty period of one year (i.e. A x 2)	
5	Cost of onsite support at HO as per the scope of RFP @ Rs. _____ Per year X 3 Years	
6	Cost of training to Bank staff.	
7	Any Other Charges (Please Specify)	
8	Change request (CR) cost = unit cost @Rs. _____ X per man days X No of Man days - Please specify - Rate of Charges towards Change Request is to be mentioned, in per man days.	
TOTAL COST OF OWNERSHIP (TCO)		

Sign & Stamp of Authorized Signatory

ANNEXURE 11 - TECHNICAL SPECIFICATION

I. Functional specifications

The system feature for each module is covered in the following table. The bidder needs to fill up the response column according to the criteria given below:

Criteria:

Description	Response
Required functionality is readily available	“Y”=5 Marks
Required functionality will be made available with customization	“C”=3 Marks
Required functionality is not available/will not be available	“N”=0 Marks

CKYCR Related Requirements:

S. No.	Description	Mandatory / Optional	Response
1	The software application at HO should have the capability to download the KYC data from the CBS, after the day end process, on daily basis, and as per the prescribed format, confirming to the template duly validated, in respect of all the operative accounts newly opened by the individuals on the previous day.	M	
2	<p>1) The scanning utility for branches should have the capability to scan the photograph, specimen signature, photo identity proof and address proof of all the newly opened accounts, as mentioned at (1) above, and crop / resize the same automatically as per the following specification, prescribed by CERSAI as per their operating guidelines:</p> <p>a) Documents should be scanned in grey scale with a scanning resolution of 150-200 DPI</p> <p>b) Photograph has to be scanned in color mode with dimensions of 200X230 pixels and size should be between 20-50 KB</p> <p>c) The file format should be TIF, TIFF, PDF, JPEG, JPG.</p> <p>d) The maximum file size should not exceed 350 KB for individual KYC records (all the four documents put together)</p> <p>2) The images scanned at the branches through the scanning utility should be moved to central server at</p>	M	

	HO, after the day end process.		
3	<p>a) The software application should have the capability of generating a bulk file at HO for uploading to the CERSAI server, duly conforming to (1) above, after collating KYC data with the scanned images available in the HO server and match the same, customer-wise.</p> <p>b) The software should have the capability for zipping the images for each record separately and digitally sign the master zip file for uploading to CERSAI.</p>	M	
4	On uploading to CERSAI, response files will be generated by CERSAI. These files contain success records, error records and download records. The software application should have the capability to read these 'response files' generated after uploading the bulk files (as mentioned at 3 above) to the CERSAI Server.	M	
5	<p><u>Success Records:</u></p> <p>Wherever the uploaded files are accepted by the CERSAI successfully, the software application should have the capability to –</p> <p>a) Generate a daily report file showing details like customer id, customer name and the unique 14-digit KYC identifier number allotted by CERSAI.</p> <p>b) Based on this report, the 14-digit KYC identifier number is to be imported to the Finacle by the Bank <u>manually</u> for updating the same in the respective customer profile.</p> <p><u>Download Records:</u></p> <p>The software should also have the capability to download the KYC records of the customer who are already having banking account with other banks, on providing the 14digit KYC Identifier issued by CERSAI.</p> <p>(Unique KYC identifier numbers are allotted by CERSAI under two scenarios viz. (1) where the party is a new customer opening banking account for the first time and (2) where the party is already having banking account with some other bank. In both these cases, the work flow is the same).</p>	M	

	<p><u>Error Records:</u></p> <p>Wherever there is failure in uploading the file, the application should have the capability to –</p> <ul style="list-style-type: none"> ➤ read the response file and show the error message or error description for the given error code ➤ provision to transmit the error messages to the respective branches for rectification / clarification by the branches wherever branch intervention is needed ➤ re-upload the rectified records to CERSAI thereafter maintain the history of error records 	M	
6	<p><u>Probable match:</u></p> <p>On uploading the KYC records, where there is no match or exact match exists, Banks will be provided with the 14-digit KYC Identifier.</p> <p>Where a probable match exists for the KYC data uploaded, the records will be flagged by CERSAI for reconciliation by the banks.</p> <p>The software should have the capability of –</p> <ol style="list-style-type: none"> a) Identifying and displaying such probable match cases flagged by CERSAI for reconciliation by the Bank. b) Transmitting such probable cases to the respective branches for reconciliation/resolution by the branches, wherever branch intervention is needed c) To download the KYC records from the CERSAI server, if probable match cases are found to be an ‘exact match’ d) To forward such cases to CERSAI, if probable match cases are found to be ‘no match’. e) The reconciliation of ‘probable match’ cases should be completed within 5 working days, beyond which such records will be withdrawn by CERSAI. Hence, the software should have the capability of generating a report indicating details of such cases. 	M	
7	<p>The software application should have the capability for uploading the files as mentioned above, in respect of legacy accounts and all accounts being opened.</p>	M	

8	The Software should have the capability for uploading the files in respect of non-individual / legal entities, as and when mandated by RBI / GOI / IBA. In case the field structure is different for the above entities, the same should be taken care of.	M	
9	The software should have a provision to attach digital signatures to the bulk files while uploading to CERSAI server	M	
10	The software application should support and be compatible, in case any existing set up is changed / upgraded, including if account opening is centralized at a later date.	M	
11	The software application should also support the existing Finacle version as well as any future upgrades.	M	
12	The solution should support Windows versions 7 and above.	M	
13	The vendor should have proper license to use third party software, if any, and bank will not be liable in the event of any legal complications arising out of it. Proof of license should be provided to the bank, in such cases.	M	
14	The software should not change any configuration of PCs / Desktops / Scanners used at the branches.	M	
15	The software application should adhere to and comply with bank's password policy enforcement.	M	
16	Maker-checker must be available wherever manual intervention authentication is envisaged.	M	
17	The software application and scanning utility should conform to all regulatory, statutory, legal acts and rules including IT Act 2000 / 2008 and subsequent amendments.	M	
18	The vendor should provide support, if the Bank switches over to any other application for implementing CKYCR.	M	
19	Vendor should provide user manuals, technical manuals to the Bank for future reference, guidance and use.	M	

20	The vendor should provide training to the officials of the user department (KYC Cell) and also an official from DIT for matters related to technical aspects, at no cost to the bank.	M	
21	The vendor should also provide training to additional staff members, as and when required at optional rates.	M	
22	For the management system, all activities at admin console should have an audit trail of all logon attempts and operations. Confidential Logs should be tamper-proof. Tools should be provided to check the integrity of logs.	M	
23	<p>a) The software application should have real-time MIS Dashboard, duly displaying the details of accounts opened, uploaded, approved, rejected on a daily basis. It should also have the ability to add new reports as and when required.</p> <p>b) Reports required for making payment to CERSAI should be available.</p>	M	

II. Technical specifications

S.NO.	Requirements	Mandatory/ Optional	Response
1	The architecture should support online real time updation between the application & database.	M	
2	Integrity of the data should be maintained between the application & database.	M	
3	The architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilization (CPU, Memory, Hard disk, etc.)	M	
4	The product should support SSO (Single Sign -On) for all modules Centralized KYC (CKYCR).	M	
5	Solution is platform agnostic – not dependent on a particular hardware setup.	M	

6	Solution is capable and being offered in such a manner that includes installation either as a single instance or multi instance depending on Bank's requirements.	M	
7	Workflow based design for various applications and transaction originations & management.	M	
8	Supports real time replication of data from production site to DR site and permit manual and automatic shift of the application to the DR site.	M	
9	Solution architecture has the capability to be configured in active-active mode.	M	
10	Application supports database and OS level clustering.	M	
11	Ability to support for pooling multiple database connections when the load on the application increases.	M	
12	Ability of the database to support clustering. Indicate the number of clusters that can be configured.	M	
13	Ability of the database to support central storage of data with multiple instances of the database.	M	
14	The Database architecture should have the ability to increase the number of concurrent instances to keep the database server parameters below 70% utilization (CPU, Memory, Hard disk, etc.).	M	
15	Ability to support online replication.	M	
16	Ability to implement SAN's for data storage in the architecture.	M	
17	Application should support Archival and Retrieval of history data.	M	
18	Data Migration Capabilities: Migration of data on one time basis from existing systems and also on ongoing basis if needed.	M	
19	The solution should be available 24*7*365.	M	
20	Integrity of data to be maintained at 100% of time.	M	
21	Data Integrity should be ensured using internationally	M	

	accepted hashing algorithms such as MD5.		
22	Security Control: System to have required level of security and protection of data. This shall also include data backup and version control abilities.	M	
23	System security is password controlled (for operating system, database, application and terminal id) which complies with the Bank's security policy (e.g. minimum password length, no. of attempts for logout, recycle of passwords etc.).	M	
i	Sensitive data such as passwords and authentication credentials shall not be logged in transaction or system activity files.	M	
ii	The maximum data length for logging is pre-determined.	M	
iii	Successful and unsuccessful authentication attempts are logged.	M	
iv	Successful and unsuccessful authorization events are logged.	M	
v	How can single sign-on be supported?	M	
24	An authenticated session, together with its encryption protocol, should remain intact throughout the interaction with the customer. In the event of interference, the Developer will ensure controls are in place to terminate the session and reverse out the affected transactions. As an integral part of the two-factor authentication architecture, appropriate measures to minimize exposure to a middleman attack which is more commonly known as a man-in-the middle attack (MITMA), man-in-the browser attack or man-in-the application attack, are implemented.	M	
i	Sensitive information that is passed in the cookies is encrypted.	M	
ii	The session identifier shall be random and unique.	M	
iii	The session shall expire after a pre-defined length of time.	M	
25	Security framework is supported in terms of authentication, multi-level authorization, auto log-off, password control, single sign-on audit.	M	

26	System provides comprehensive audit trail features to monitor activity of specific programs and data files etc. The system should also provide on-line access to audit trail information.	M	
27	Time/ date stamp, user ID, & before and after changes.	M	
28	Activities executed by the Application system administrator.	M	
29	The system should be able to interface with the core banking system and other system required by Bank.	M	
30	All modules in the system are fully integrated and provide online processing, real time updates and batch processing.	M	
31	Solution is capable of being interfaced with any existing or future multiple back office system / CBS system of the Bank.	M	
32	Solution should have open API/ web services which can be interfaced with multiple back offices simultaneously.	M	
33	Provide support to XML, CSV, TXT, etc. standard messaging protocols for interfacing.	M	
34	The system should have the ability to rollback a transaction to a particular stage and restart, if required.	M	
35	Provide ability to define business rules for validation and translation of incoming messages.	M	
36	Security features and consideration for the interfaces. Does system cater for end-to-end encryption?	M	
37	Interface able to handle exceptions (e.g. will output to log files, retries) when unsuccessful. Able to handle continual processing or gracefully terminated.	M	
38	What are the standards supported by the solution for interfaces? Review both on-line and batch interfaces in detail.	M	
39	The application should have the ability to support Apache, Netscape enterprise, Commerce server, Microsoft IIS, etc. as web servers	M	
40	The web server should scale to future Bank requirements.	M	

41	The application should be able to support HTML, DHTML, etc. (Markup language).	M	
42	Client side scripting/ programming languages like Java scripts, VB scripts, Java Applets, ActiveX, etc. should be supported.	M	
43	Database Connectivity support should at a minimum be ODBC, JDBC, etc.	M	
44	Queuing system for prioritizing messages to external applications. The system should ensure the commit of the message.	M	
45	Provide support for store-and-forward mechanism in case of a communication breakdown.	M	
46	Does the system provides comprehensive audit trail features such as:	M	
i	Daily activities log are merged into the history log files	M	
ii	Date, time and user-stamped transaction list are generated for different transactions	M	
iii	Do transaction screens display system information including Processing Date, Current Time, Current User	M	
47	Daily activity reports are provided to highlight all the transactions being processed during the day.	M	
48	Support for recording of Unsuccessful attempts to log-in to the system.	M	
49	System to provide session log files. The user should be able to analyse the information (e.g., account id, session time etc.).	M	
50	System should provide tracking of the client's IP & Network Interface address.	M	
51	Provide a full set of operational and audit trail reports for each of the modules.	M	
52	Periodical reports to appropriate authorities can be generated. The frequency and content of the reports can be determined by the Bank user.	M	

53	Generation/ transmission of email alerts/ advices at various stages of the processing.	M	
54	Support for online access of reports.	M	
55	Support for integration with standard report writers to generate user defined reports.	M	
56	Ensure complete log of all successful/ unsuccessful events/ accesses to the system/ database by users, resources used and actions performed (including recording all changed values where applicable).	M	
57	Automatic report generation capability.	M	
58	Pre-built query feature for non-programmers.	M	

Note:

Technical Specification includes functional specification.

All the licenses required as a part of solution should be provided by the bidder as part of the solution at no additional cost to the bank. The bidder should provide the details of all hardware and network components proposed as part of solution.

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Hardware (to be provided by Bank)

			Details								
Sr. No.	Server Name	Purpose	Qty	Make/Model	OS	CPU	Number of Cores	Processors	Storage	RAM	Others, if any
A	Production Environment										
B	UAT / Development Environment										
C	DR Environment										

Date:
Place:

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of Company

**ANNEXURE 12 - BIDDERS CAPABILITY/MARKING METHODOLOGY
(MAX MARKS-100)**

Sr. No.	Experience of the Bidder/SI	Marks	Scoring mechanism
1	<p><u>Credentials on past experience</u></p> <p>CKYCR software should have been implemented in at least 3 banking/financial institutions in India of which one should be a scheduled commercial bank in India with a minimum of 500 branches for account opening process.</p> <p>These installations should be live at least for last 6 months. One of such implementation should have been done by the bidder.</p> <p>(5 references out of which at least one from PSU bank)</p>	10	<p>1.5 marks for PSUs other than Bank/FIS</p> <p>2 marks for FI/PSU banks.</p> <p>Max. marks - 10</p> <p>Bidder has to submit the PO reference and Go-Live Certificate, a letter stating that the solution was implemented and working satisfactorily since (the date when implemented)</p>
2	Turnover from Indian Operations (for last year)	5	<p>1 mark for less than 5 crores</p> <p>3 marks for turnover between 5-10 crores</p> <p>5 marks for more than 10 crores</p>
3	Capability presentation (POC) which includes Technical Architecture, Implementation Methodology including Information Security Policies & Software functionality demonstration	25	Marks will be assigned by an internal committee based on the methodology, work plan, team composition, and solution architecture and integration plan for all the individual components.
4	Technical and Functional specification compliance	60	<p>Marks will be calculated as per the Annexure 11 i.e</p> <p>(Total Marks Scored in Annexure 11 * 60 /100)</p>

Note: Bidder has to score at least 60% compliance in Technical and Functional specification compliance (i.e. point no 4) and 60% marks in eligibility compliance as mentioned in this annexure (point no 1-3). Even if the vendor meet 60% eligibility criteria for point no 1-3 but does not meet the 60% Technical compliance criteria and vice versa, the vendor would have deemed not meeting

the RFP technical criteria. Bank may relax the same at its own discretion based on the RFP response.

COMMERCIAL EVALUATION:

Overall Evaluation Marks: The combined marks of both the technical and financial proposals as per Weight age stated will determine the final, overall attained marks. Based on the total marks obtained, the following is the methodology for calculating the total marks.

$$S = (C_{low} / C) * 0.4 + (T / T_{high}) * 0.6$$

$$\text{Final Marks (F)} = 100 * S$$

C_{low}: Lowest Price quoted

C: Bid Price as quoted by the bidder

T-high: Highest Technical Score Obtained as per Annexure 12 above

T Technical: Technical Score obtained by the bidder as per Annexure 12 above

The Bidder scoring the maximum final Marks (F) shall be declared as the successful Bidder.

ANNEXURE 13 - PRE-BID QUERY FORMAT

(To be submitted in MS- excel format)

S. No	Page No.	Clause Number	RFP clause	Bidders remark
