Online Request for Proposal (RFP)
For
Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and rules

e-RFP Ref. No.JKB/CHQ/ISD/Implementation-DPDPA/2026-1855
Dated: 13-08-2026

Issued by
J&K Bank
Information Security Department ,
2nd Floor Annex Building,
Corporate Headquarters, M.A.Road,Srinagar
Phone No -01942713301
email id - info.security@jkbmail.com

SCHEDULE OF RFP

e-RFP Reference No.	JKB/CHQ/ISD/Implementation-DPDPA/2026-1855 Dated: 13-08-2026
Date of Issue of RFP	17-08-2026
RFP Description	Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and rules
Issuer of the RFP-Department	Information Security Department
Bank's Communication Details	J&K Bank Information Security, 2nd Floor, NXE building, Corporate Headquarters, M.A. Road, Srinagar 190 001 Mr. XXXX LL. No.: 0194-2713535 e-mail: info.security@jkbmail.com
RFP Application Fee (Non - Refundable)	Rs.2500/-(Rupees Two Thousand Five Hundred Only) to be deposited through Transfer / NEFT only to below a/c : Account Name: Tender Fee/ Cost Account 16-digit Account No : 9931530300000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001
Earnest Money Deposit (EMD)(Refundable)	Rs.12,00,000/- (Rupees Twelve Lacs Only) to be deposited through Transfer / NEFT only to below A/c: Account Name: Earnest Money Deposit (EMD) 16-digit Account No : 9931070690000001 IFSC Code: JAKA0HRDCHQ 0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 UTR Number & Date / Tran No. & Date may be uploaded on e-Tendering Portal as Proof of the EMD (EMD is exempted for all Start-ups as recognized by DPIIT/DIPP)

<table>
<tr><td>Performance Bank Guarantee</td><td>5% of total contract Value</td></tr>
<tr><td>Bid Document Availability including changes/amendments, if any to be issued</td><td>NIT can be downloaded from and submitted on Bank's e-Tendering Services Provider's Portal https://jkbank.abcprocure.com from
August 17, 2026 16.00 Hrs. to
September 07, 2026 17.00 Hrs.</td></tr>
<tr><td>Last Date for Pre-Bid Queries & submission Mode</td><td>All Clarifications / Queries shall be raised online only through e-Tendering Portal https://jkbank.abcprocure.com by or before August 24, 2026 17.00 Hrs</td></tr>
<tr><td>Pre-bid Queries Response date</td><td>All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on
August 31, 2026</td></tr>
<tr><td>Last Date of Submission of RFQ Bid</td><td>September 07, 2026 17.00 Hrs.</td></tr>
<tr><td>Submission of online Bids</td><td>As prescribed in Bank's online tender portal https://jkbank.abcprocure.com</td></tr>
<tr><td>Date and time of opening of technical bid</td><td>To be notified separately</td></tr>
<tr><td>Corrigendum</td><td>All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com only</td></tr>
<tr><td>For e-Tender related Queries</td><td>Service Provider:
M/s. E-procurement Technologies Limited
(Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College,
Ahmedabad- 380006, Gujarat
Help Desk:
<table>
<tr><th>Sr. No</th><th>Name</th></tr>
<tr><td>1</td><td>Sandhya Vekariya - 6352631968</td></tr>
<tr><td>2</td><td>Suraj Gupta - 6352632310</td></tr>
<tr><td>3</td><td>Ijlalaehmad Pathan - 6352631902</td></tr>
</table></td></tr>
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	4	Imran Sodagar - 9328931942

DISCLAIMER

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

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

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

The Bidder shall, by responding to the Bank with a bid/proposal, be deemed to have accepted the terms of this document in totality without any condition whatsoever and accepts the selection and evaluation process mentioned in this RFP document. The Bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP. All costs and expenses incurred by

interested bidders in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by J&K BANK, will be borne entirely and exclusively by the Bidder.

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

List of Abbreviations

Abbreviations	Full Form
AMC	Annual Maintenance Contract
BFSI	Banking, Financial Services, and Insurance.
API	Application Programming Interface
BG	Bank Guarantee
DC/DR	Data Center / Disaster Recovery
DFD	Data Flow Diagram
DPBI	Data Protection Board of India
DPDPA	Digital Personal Data Protection Act 2023 including its rules 2025.
DPIA	Data Protection Impact Assessment
DPO	Data Protection Officer
DSCI	Data Security Council of India
EMD	Earnest Money Deposit
GDPR	General Data Protection Regulation (European Union)
GSTIN	Goods and Services Tax Identification Number
HLD	High-Level Design
HA	High Availability
IAPP	International Association of Privacy Professionals
KPIs	Key Performance Indicators
MEITY	Ministry of Electronics and Information Technology, GOI
MSEs	Micro & Small Enterprises
MSME	Micro, Small and Medium Enterprises
NDA	Non-Disclosure Agreement
NEGD	National e-Governance Division
OEM	Original Equipment Manufacturer
ORA	Online Reverse Auction
PAN	Permanent Account Number
PbD	Privacy by Design
PBG	Performance Bank Guarantee
PIA	Privacy Impact Assessments
SI	System Integrator

SLA	Service Level Agreement

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A-INTRODUCTION

1. Brief About Bank:

The Jammu and Kashmir Bank Limited (J&K Bank / Bank) having its Corporate Headquarters at M.A Road Srinagar, J&K -19001 has its presence throughout the country with 1000+ Branches and more than 1400 ATMs. The Bank uses Information Technology in all spheres of its functioning by connecting all its branches and offices through its WAN.J&K Bank functions as a universal Bank in Jammu & Kashmir and as a specialized Bank in the rest of the country. Bank functions as a leading bank in the Union Territories of Jammu & Kashmir and Ladakh and is designated by Reserve Bank of India as its exclusive agent for carrying out banking business for the Government of Jammu & Kashmir and Ladakh. J&K bank caters to banking requirements of various customer segments which includes Business enterprises, employees of government, semi-government and autonomous bodies, farmers, artisans, public sector organizations and corporate clients. The bank also offers a wide range of retail credit products, including home, personal loans, education loan, agriculture, trade credit and consumer lending, a number of unique financial products tailored to the needs of various customer segments. The Bank, incorporated in 1938, is listed on the NSE and the BSE. Further details of Bank including profile, products and services are available on Bank's website at https://jkb.bank.in/tenderNotice

2. Purpose of RFP

The objective of this RFP is to appoint a System Integrator (SI) for implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDP) 2023 and its rules. The Bank invites Request for Proposal (RFP) tenders from established organizations (hereinafter referred to as "Bidder") who are capable and willing to meet the requirements as stated in the RFP for Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and associated rules published by MietY as required by of the Bank within the stated timeline and quality in an efficient manner, as Stated in this document.

3. Eligibility Criteria

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

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

4. Scope of Work

The scope of work should be read along with the technical specifications to ensure complete compliance with the scope of work. The bidder shall undertake the following activities as part of the Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and prescribed rules :

Sr No	DPDPA Section Reference / Privacy Principals	Privacy Domain	Requirement
1	Data Privacy Framework - Strategy document, Policy, and Procedure	Data Privacy Organizational Governance	Review, assess, create (if required), and update all policies, procedures, SOPs, templates, checklists, playbooks, and other governance related documents as per DPDPA and Rules prescribed.
2	Data Discovery and Lineage	Personal Data Inventory	▪ Identify internal and external sources of personal data collection, processing mechanisms of such personal data, storage locations, onward transfers (internal/external), access and deletion to the said personal data in all the products & processes of the bank. ▪ Review the existing Data discovery solution and assist the Bank in integrating the same in the data mapping exercises, to identify and document personal data held within the organization's systems and processes. ▪ Identify all personal data processed by the organization across the following: a. Applications and databases • File shares, cloud platforms, and back-ups • Interfaces and APIs • Vendor and processor systems b. Cover data processed for: • Customers • Employees • Vendors / third parties • Children (if applicable) • The Bidder shall conduct comprehensive data discovery across all identified systems, applications, and environments,

			including those of third-party processors, as applicable. ▪ As per DPDPA and Rules, Data Dictionary to be reviewed from personal data perspective, based on Industry practice. ▪ Explore existing processes for data lineage and recommend changes. ▪ Design and develop process to ensure periodic updation and review of the personal data inventory with documentation demonstrating alignment with regulatory/statutory standards. ▪ Review existing practices and guide Bank to assess, establish and improve the data quality standards and processes across the organization to comply with DPDPA and Rules. ▪ Assist Bank to explore and implement automated tools, study the environment and suggest / help for best fit. ▪ Review and suggest way forward for "Single Source of Truth" to identify personal data elements across the bank. ▪ Data Life Cycle Mapping Map: • Data collection points • Purposes of processing • Storage locations • Access and usage • Sharing (internal & external) • Retention and deletion mechanism Identify: • Orphaned / redundant / shadow data • Cross border data flows (Visa, Master-card, RuPay, cloud providers, group entities etc.) ▪ Clearly outline and document all stages of personal data lifecycle along with the controls implemented across each stage of the data lifecycle (in the form of DPIA / ROPA - where applicable and required). ▪ Highlight the risks identified during review of the personal data lifecycle covering relevant processes such as change management processes, etc.

3	Sec 4	Grounds for processing personal data	Assess the personal data processing activities undertaken within each product/ business function across channels and platforms and all levels of governance (Corporate Head Quarter, Zonal Offices, Cluster Offices, Offices & Branches) to understand overall personal data infrastructure and landscape of the Bank. Inventory the personal data processed within the said product/ business function across all levels of governance. Review the existing template to assist the departments to identify grounds for processing personal data for each product/business function and suggest changes. Assist in determining 'best fit' legal basis of processing for each processing activity so identified. Data Minimization & purpose limitation to be ensured.
4	Sec 5	Notice	Understand personal data processing activities across each product/ process and type of personal data processed, in a way data principals can exercise their data privacy rights and raise grievances. Framing/ Reviewing appropriate Notices for different categories of products/processes/ purposes as per the Act's requirement. Identify and assist in implementing Privacy notice wherever required (Applications/ Processes) as per DPDPA and Rules prescribed. Design standalone, intelligible, layered privacy notices. Create itemised personal data inventories per product/service. Map purposes to specific goods/services enabled by processing. Implement: a. Consent withdrawal links b. Rights exercise links c. Data Protection Board complaint links Ensure multilingual readiness where applicable as per Schedule VIII of Indian Constitution. The Bidder shall design, support implementation, and ensure alignment of

			privacy notices with regulatory requirements and system capabilities.
5	Sec 6	Consent	Design/ Review and operationalize enterprise level consent management framework with appropriate policies, procedures, templates, technical measures to be implemented across all products and internal business functions to ensure compliance with Sec 6 as well as the DPDPA Rules or any other guidelines may be referred to by the said rules. The framework should be able to cater measures for collection, storage, modification, and withdrawal of consent as well as demonstrating recording of the said process. Framing appropriate model consent form (physical/digital) for different category of products/processes/purposes as per the Act's requirement. Identify the consent collection points across each product/business function and assist the various product owners to integrate DPDPA's consent requirements within their respective consent journeys. Assist relevant teams in consent log management, tagging and effectively ensure that consent including its modification and revocation travels with the personal data element. Evaluate Internal tools / processes for meeting the requirements as per the Act and if required, actively implement the controls if required. Consent Management Software: Design and implement consent capture and withdrawal flows. Ensure comparable ease of giving and withdrawing consent. Enable alternate withdrawal channels (app/web/email/SMS/phone). Address legacy consent remediation. Support Consent Manager registration readiness if applicable.

			Implement audit trails for consent lifecycle events. Integrate with internal applications such as CBS, mobile Banking apps, Customer relationship management, data warehouse, business intelligence department, etc. Analyze and propose cookie consent and preference management framework with a detailed cookie notice. Integrate the cookie consent across the data processing systems to ensure consensual processing of data collected through cookies. Check the requirements and implement appropriate Cookie consent tool. Analyze the impact of consent modification/revocation by Data Principals on processes / customer relationship management/ business intelligence/marketing leads generation, etc.
	Sec 7	Certain Legitimate Uses	Determine the applicability of each legitimate use with regards to personal data processing activities undertaken by the Bank across each product, processes, and internal business function. Identify legitimate uses and integration of these uses/ purposes with the privacy management framework including consent management.
7	Sec 8	General obligations of Data Fiduciary	Design and develop Key Performance Indicators (KPIs) to track overall compliance of the Bank with the provisions mentioned under the DPDPA especially its obligations as a Data Fiduciary / Significant Data Fiduciary. **Third party privacy management (Data Processors):** ▪ Review existing policies, procedures, documents etc. in view of DPDPA and Rules and suggest necessary changes. ▪ Frame guidelines to identify and record list of third parties with access to personal data of the Bank across all levels of operations including corporate Centre, circle/regional offices, central processing centres, branches, specialized offices such as training centres etc. ▪ Assess the existing standard vendor agreements with data processors from a data

			privacy perspective and identify any gaps in obligations enumerated therein. ▪ Provide illustrative templates/changes to existing data processor agreements between Bank and Data processors. ▪ Assist / provide guideline/ checklist for detailed assessment of data processors including their facilities, with respect to implemented data privacy and security measures, as required from DPDPA and Rules perspective. **Personal Data Governance:** ▪ Study the existing data sharing practices and identify the Data Fiduciaries/ processors with whom personal data is shared. ▪ Design and develop detailed recommendations to remediate any gaps/risks identified through the said assessment. ▪ Assist the identified stakeholders in remediating these risks. **Technical and Organizational Measures:** ▪ With the help of relevant teams, review technical measures being implemented by the Bank to ensure privacy of personal data processed. ▪ Review the governance and operating model implemented by the Bank to ensure effective implementation of data privacy preserving controls across people, processes, and technology. ▪ Review if the organizational measures are implemented across all levels of operations is adequate i.e., corporate Centre, regional offices, processing centres, branches etc. ▪ Review the detailed roles and responsibilities matrix across each layer of operations and governance to ensure complete coverage across the Bank. ▪ Provide detailed recommendations and assist the Bank in implementing the same. **Personal Data Breach Management:** ▪ Assess, review, and update the existing incident management policies and procedures.

			▪ Define parameters for qualification of personal data breach. ▪ Design, develop and implement the SOP with relevant RACI matrix for communicating to Data Protection Board and Data Principals as per DPDPA and Rules. ▪ Develop Privacy Incident Response Plan separately or update the existing Information Security Incident Response plan and note observations from tests through simulations. ▪ Conduct multiple tabletop simulations to help stakeholders identify their respective roles during crisis situations. ▪ Integrating Breach management into various Process of Bank such as Customer Support, Social Media updates etc. and prepare a suitable playbook. **Data Retention and Erasure:** ▪ Identify and document if data retention periods are determined for all structured data. If not, connect with relevant teams to determine the same. ▪ Assist Bank in developing mechanism in existing applications to integrate and comply with DPDPA ▪ Device guideline/ mechanism to provide timely alerts with respective stakeholders for deletion of personal data. ▪ Review and advise changes in the Bank's Policy on Record and Data Retention along with related Procedures/ SOPs. **Grievance Redressal:** ▪ Study and analyze existing grievance redressal systems within the Bank. ▪ Create grievance redressal process/workflow to meet the grievance redressal deadlines issued by the Act/Rules. ▪ Review the existing centralized grievance redressal mechanism, to leverage all data privacy related grievances can be centrally received, acknowledged, tracked, and responded through this system within

			specified timeline and suggest necessary changes. ▪ Connect with legal teams to templatize/frame playbook, responses and prevent any risks while responding to the grievances. ▪ Create an RACI/ escalation matrix with oversight from relevant departments.
	Sec 9	Processing of Personal Data of Children and PWD	Identify products/processes that collect personal data of children and persons with disabilities and check the requirement of legal guardian is fulfilled. Review with business teams/ departments for specific products to ensure personal data is not used for any profiling activities or any activities which may be deemed harmful for the child as per DPDPA and Rules prescribed. Assess if verifiable consent of the child's guardian is obtained before or at the time of collection of personal data. Design/ update the existing mechanism to recognize children/ persons with disabilities and obtain verifiable consent as suggested in DPDPA and Rule prescribed.
	Sec 10	Additional Obligations for Significant Data Fiduciary	**Data Protection Officer:** Assess and update the roles and responsibilities of the data protection officer and members of the data privacy team. **Data Protection Impact Assessment (DPIA):** Create a data protection impact assessment SOP including assessment methodology, checklists, and report templates to conduct effective data protection impact assessment exercise across all products /business functions including all levels of operations as per DPDPA. Create DPIA calendar to ensure complete coverage of all products and processes in a timely manner and provide training to appropriate BUs/Depts and relevant teams to complete the DPIA. Conduct DPIA.

			Identify and document the risks, provide detailed recommendations for mitigation, and track them for implementation with the respective product owners. **Data Privacy Audits:** Conduct self-assessment as per DPDPA and Rules. Integrate DPIA with existing audits of the Banks to prevent any overlaps and gaps.
	Sec 11-14	Rights of Data Principals	Create Data Principal Rights Management Process with inputs from relevant stakeholders. Assess existing setup for operationalization of this request or suggest and assist in new deployment. Implement a rights Management framework covering: • Access, correction, updating, erasure Nomination (death/incapacity) • Implement grievance redressal systems with SLA tracking (< 90 days) • Create a public Rights Center with published identifiers and channels • Ensure DPO/designated contact disclosure Assist teams to identify the databases which will be queried/access obtained for providing access requests. Review existing applications and prepare standards for new applications to cater the Rights of Data Principals. Create/ Review response templates for each type of data principal request to ensure complete and effective resolution in a timely manner as per the prescribed format of the DPDPA. Create/ Review a detailed RACI with all stakeholders to ensure tracking of accountability and responsibility of all stakeholders.
	Sec 16	Processing of personal data outside India	Identify if any personal data is processed outside India. Create a register to record all personal data processing undertaken outside India including that undertaken by the Bank's processors.

			Centralized Mechanism for monitoring cross border data transfer. Cross border data to be analyzed from applicability of the DPDPA perspective
	Rules		Review, update, recalibrate and implement all the domains as per the Rules & guidelines issued by the GOI/Data Protection Board. Also, for any guidelines/ circulars issued by Regulators.
	Implementation of privacy automation tool		▪ Universal Consent Management ▪ Cookie Consent ▪ Data Mapping , classification & tagging Automation ▪ Data Principal Rights Management ▪ Privacy Assessments ▪ Data Protection Impact Assessments ▪ Privacy Notice Management ▪ Data Breach Management ▪ Controls, Reporting and Dashboard ▪ Research Repository on Data Protection Laws
	Training and Awareness		Design/Review a comprehensive training and awareness program that will help to drive privacy first culture across the organization. This should include but not limited to Training sessions (online/ offline), broadcast messages, Quiz, Mock drills etc., Training should be provided by the bidder as per Digital Personal Data Protection Policy to all relevant J&K Bank Staff members.
	Compliance Validation		Bidder needs to check compliance status of all reports provided as part of RFP and provide final compliance certificate to the Bank.
	Web Portal Watermarking System		Web Portal Watermarking System is a security framework designed to protect sensitive online content and digital assets from unauthorized distribution and data leaks.
	ISO 27701	ISO 27701 - Gap Analysis	To conduct a gap analysis to identify areas where Bank needs to improve to meet the requirements of ISO 27701, to provide detailed gap assessment report and compliance audit once observations are closed.
	Post-Implementation Support and Additional Compliances		The Bidder shall provide continued advisory and compliance support services for a period of three (3) years from the date of Go-Live, covering interpretation and implementation guidance on evolving DPDP Act requirements, rules, and regulatory guidance issued by GOI/MeitY/DPBI/RBI, as an integral part of the Scope of Work under this RFP, at no additional

			cost to the Bank. This obligation is independent of, and shall survive, the expiry, termination or non-renewal of the Warranty/AMC period, so as to ensure uninterrupted regulatory compliance support to the Bank. Any other compliances mandated by DPDP Act guidelines shall be undertaken by the Bidder as part of the scope, provided such requirements are reasonably aligned with the nature of services and do not materially alter the scope. Any material changes shall be mutually agreed.

Additional instructions for all activities mentioned in the above scope of work:

- Create, review, modify, update all policies and procedures as per the requirements of the Act. Review detailed RACI/Roles and responsibilities matrix for each policy/ SOP drafted/updated.
- Review of existing Policies such as but not limited to Data Governance Policy and Bank's Policy on Record and Data Retention, Outsourcing Policy along with related Procedures/ SOPs, Information Security and Cyber Policy, IT and SOP, CCMP with reference to DPDPA compliance and provide recommendations for updating the documents.
- Incident Response Plan Review & Recommendation for compliance from DPDPA perspective and suggest suitable changes.
- Propose modifications to existing processes, IT systems or suggest for new solution requirements and assist in review and implementation as required to ensure effective implementation of consent, data principal rights management systems, Grievance mechanism and any other system as per DPDPA requirements.
- Identify and connect with various departments/business functions to determine and communicate their accountability and responsibility with respect to above existing/ new implementation.
- Assessing privacy enhancing technologies and involve in implementation with respect to any of the data privacy domains and may require in future as per Rules prescribed.
- Obtaining signoffs from relevant stakeholders on the completed deliverable/proposed implementation steps/recommendations.
- As part of overall Privacy framework of the Bank, assess DPDPA compliance requirements from foreigners' data processing/ Indian residents data processed outside India.
- Actionable/Implementation to be in compliance with existing regulations impacting banks.
- During the contract period, any new rules/guidelines issued on Digital Personal Data Protection (DPDP) Act 2023 issued by GOI/regulators/statuary bodies, are to be covered by the Bidder.
- Preparation of weekly privacy decks for user awareness across Bank.

Broad Scope of Work

Detailed scope of work across areas is mentioned below:

1. Universal Consent Management

A. Consent Management Platform

- The platform must have all the functionalities and objectives at a minimal aligned to the Business Requirements Documents issued by NEGD a division under MEITY on April 15, 2025 available on https://msh.meity.gov.in/whatsnew/ Business Requirement Document For Consent Management.

- The consent management platform should be able connect to the national consent stack as and when the same is released by Government of India.
- Provide mechanisms for granular consent at the Unique Customer Identification Code (UCIC) / Customer ID level, ensuring purpose specific consent management as per DPDPA 2023.
- Consent collection in the platform should support all three modes of Personal Information input Digital, Physical that is digitized subsequently, through third party agencies collected in physical / digital format.
- Enable explicit consent collection, storage, and retrieval across all identified channels, including websites, mobile apps, other digital platforms, third party platforms/applications and physical forms subsequently digitize.
- Proposed solution shall enable users to set granular preferences for purposes as per requirements determined by business/operation like data sharing, marketing communication etc.
- Support for incorporating consent templates based on business requirements.
- Implement mechanisms for obtaining digitally verifiable Parental/ Guardian consent for minors as per the DPDP Act.
- Implement mechanism for obtaining digitally verifiable consent from Persons with Disability (PwDs) and illiterates.
- Design, collect, manage and validate consents as per DPDP Act, 2023 and other relevant regulatory requirements e.g. Reserve Bank of India (RBI), Insurance Regulatory & Development Authority of India (IRDAI), Unique Identification Authority of India (UIDAI), etc.
- The system should have the capability to maintain Business Process–specific RoPA records and link them to the corresponding consent purposes.
- The system should have the capability to auto-generate dynamic consent notices based on RoPA configurations (purpose, PII categories, processing activities, and channels).
- The system should have the capability to automatically trigger notice version updates when there is any change in purpose definitions, purpose attributes, or underlying RoPA mapping.
- The system should have the capability to map and maintain data processor associations to specific purposes and relevant user attributes, and enable downstream orchestration accordingly.
- The system should have the capability to configure purposes as mandatory or optional, with enforceable controls across consent capture and downstream processing.
- The system should have the capability to support consent capture at configurable levels of the consent hierarchy (business process, purpose, sub-purpose, channel, user attribute), to minimize user effort and reduce friction during consent collection.
- Support for hierarchical consent structures based on purposes and user attributes.
- Consent record with timestamp, purpose, and data shared.
- Consent revocation tracking and enforcement.
- Ability to generate customizable & dynamic notices tailored to different products and journeys.
- Provide downloadable consent receipts/artefacts for transparency.
- Provide branding options (logos & themes) to relate with the Bank's design language.
- The system should have the capability to customize notice structure and UI components, including (but not limited to) layout, dropdown styling, typography, alignment, checkbox styling, button types, and theme elements such as background/canvas and color controls, to align with the Bank's design language.
- The system should have Maker-Checker workflows for notice design, consent configuration, publishing, and subsequent changes, with auditable approvals and controlled deployment.
- Automated consent lifecycle management, from collection, storage, renewal, revocation, logs, security (immutability), and auditability.
- Centralized repository for managing user consents.

- Maintain an audit trail of consent records, including timestamps, purposes, and associated processing activities as required under DPDP Act 2023.
- Ensure that consent artefacts are immutable, admissible in court, and meet regulatory standards as per MeitY's Electronic Consent Framework.
- Implement consent retention and expiration mechanisms as per legal and regulatory requirements.
- Maintainability of consent nominations similar to RBI nomination norms.
- Maintain consent versions for all notices generated within the user journey with date and time stamp.
- Consent revaluation after a defined period of time to keep it relevant.
- Record and store multiple versions of consent agreements and maintain historical consent changes for audits.
- Audit trail for all consent related activities and same cannot be altered.
- Ensure identification and notification of Data Principals who consented to outdated versions.
- Trigger necessary communications (Email/ SMS/ Whatsapp / in-app) for expired/expiring consent.
- Capability to rollout Privacy Notices in all Regional languages mentioned in Schedule 8 of Indian Constitution to legacy/ existing customers digitally and record/ store their consent.

B. Integration

- Solution should have the API layer to integrate with existing upstream systems (data principal touch points) from where consent notice form needs to be triggered and displayed.
- Integrate seamlessly with third-party systems/ Consent Management Platform as per DPDPA 2023/ UIDAI/ Digi Locker/ IRDAI/ any other platform mandated by Government of India or other Statutory Bodies to centralize consent records and ensure consistency across platforms.
- Maintain a centralized repository for consents collected via third-party platforms.
- Enable syncing of updated consent records with internal and external systems.
- Platform must support multi device and multi-channel consent synchronization across web, app, kiosk, chat bot and future digital interfaces to ensure consistency and compliance across all user touch points.
- Implement robust security measures such as encryption, access controls, and secure data handling practices to protect consent artefacts/ user data.
- The solution should be scalable to handle increasing volumes of consent data as the organization grows.
- Provide an intuitive interface for users to easily manage their consent preferences.
- Ensure clear and transparent communication with users regarding their consent choices and data sage.

2. Cookie Consent

A. Cookie scanning and categorization

- Auto-Scanning of sub-folders and sub-domains of the website and identifying the cookie type for classification as per regulatory requirements (example - Auto-categorization of cookies into essential, functional, analytics, marketing and performance.)
- Auto-blocking of cookies, including 3rd party scripts and tags, based on consent provided by the user.

B. Cookie Banner

- Customizable banner template.
- Auto-translation of cookie banner content into 22 languages as mandated by the DPDP Act.

C. Integration with Google Tag Manager

- The proposed solution should have integration capability with Google Tag Manager.

D. IAB-TCF compliant cookie banner

- The proposed solution should be IAB-TCF compliant.

3. **Data Principal Rights Management**

A. Rights Management & Request Handling

- User friendly Portal for Data principals to view and manage their consents.
- Ensure that the Portal is accessible in all 22 languages
- Data Principals should be able to download a copy of their consent history.
- Ensure the consent receipts provided to the principal are multi-lingual (22 languages).
- Enable mechanisms for Data Principals to raise requests under all rights encapsulated in DPDPA, including:

  Right to Access Consent/ Personal Data

  Right to Revoke Consent

  Right to Correction and Erasure of Data including third-party workflow integrations

  Right to Grievance Redressal

  Right to Nominate (in the event of death or Incapacity) – Allow to Nominate, modify or revoke a nominee, enable nominees to access withdraw, erase, etc.

- Ensure clear and transparent communication with Data Principals throughout the request process.
- Life cycle from invitation to closure.

B. Workflow Automation & Compliance Adherence

- Implement workflows at the Bank to receive, verify, respond to, and process these requests efficiently.
- Orchestration of SMS / Email/ Whatsapp/ in-app notifications to Data Principals via communication gateways/ Mobile Banking/ Internet Banking.
- Ensure communications to the principal are in the language that they had provided their consent.
- Ensure view consent and revoke consent request could be handled in a self- serve manner to reduce number of tickets to be handled by privacy team or DPO office.
- Workflow management should be configurable to streamline the entire process from intake till fulfillment.
- Seamless integration with existing systems and data sources to facilitate efficient data discovery and retrieval.

C. Integration & Multi-Level Workflow Capabilities and Data Discovery Outcomes

- Orchestrate data deletion requests between the Data Fiduciary and the Data Processors. Enable the service agents to verify consent artefacts and discover personal data relating to the deletion request and take appropriate action.

D. Tracking, Reporting & Auditability

- Maintain a centralized register/ tracker to record all Data Principal Requests, responses, and resolution times, demonstrating compliance.
- Securely log and track all requests to enable verification, audits, and regulatory reporting.

E. Grievance Redressal Mechanism

- Study and analyze existing grievance redressal systems within the Bank.
- Create grievance redressal process/workflow to meet the grievance redressal deadlines issued by the Act/Rules.
- Review the existing centralized grievance redressal mechanism, to leverage all data privacy related grievances can be centrally received, acknowledged, tracked, and responded through this system within specified timeline and suggest necessary changes.
- Connect with legal teams to templatize/frame playbook, responses and prevent any risks while responding to the grievances.
- Create an RACI/ escalation matrix with oversight from relevant departments.

F. System Administration

- The system should provide a comprehensive System Administration module to manage secure and compliant operation of the Consent Management Platform.
- The system should support Role-Based Access Control (RBAC), enabling administrators to define, assign, and manage roles such as System Administrator, DPO, Auditor, Privacy Officer, and Business User.
- The system should allow creation of custom roles and permission hierarchies aligned with the Bank's internal governance and segregation-of-duties requirements.
- The system should support strong authentication mechanisms, including Multi-Factor Authentication (MFA) and Single Sign-On (SSO), for all administrative users.
- The system should maintain an auditable record of all administrative actions, including role assignments, permission changes, and policy configurations.
- The system should allow configuration of data retention and deletion policies for consent artefacts and related records, aligned with DPDP Act requirements and sectoral regulations.

G. Logging

- The system should maintain comprehensive and immutable logging of all consent-related activities across the consent lifecycle.
- The system should log every consent action, including consent grant, validation, update, renewal, withdrawal, expiry, and notification events.
- Each log entry should include mandatory metadata such as User ID, Purpose ID, action type, consent status, timestamp, initiating entity, and source channel.
- The system should ensure audit logs are tamper-proof using cryptographic techniques (e.g., hashing) to detect unauthorized modifications.
- The system should restrict access to logs using RBAC and ensure that only authorized personnel (e.g., auditors, DPOs) can view or export audit records.
- The system should support regulator-ready log exports to demonstrate compliance during audits, investigations, or legal proceedings.
- The system should retain logs in accordance with configurable retention policies aligned with DPDP Act and applicable regulatory requirements.

4. Privacy Assessment

A. Core Privacy Assessment Features

- Privacy Impact Assessments (PIAs):
- Automated workflows for conducting PIAs.
- Built-in templates aligned with DPDPA
- Risk scoring and mitigation recommendations.

- Integration with data maps and business processes.
- Assessment Assignment & Response Tracking:
  Ability to assign assessments to projects or data assets.
  Role-based access for stakeholders to complete and review assessments.
  Audit trails and exportable reports.

- Customizable Assessment Templates:
  Create assessments tailored to specific data uses or business units.
  Modify built-in templates to suit organizational needs.
  Support for multilingual and region-specific compliance.
  Compliance & Risk Management Features

- Consent Management Integration:
  Track and manage user consent across platforms.
  Ensure lawful data collection and processing.
  Real-time updates for regional compliance.

- Vendor Risk Management:
  Assess third-party compliance posture.
  Automate vendor assessments and reporting.
  Maintain records of vendor data handling practices.

- Incident & Breach Management:
  Real-time alerts and breach notification workflows.
  Regulatory reporting templates.
  Post-incident analysis and remediation tracking.

B. Operational & Strategic Features

- Role-Based Access & Governance:
  Define roles like Privacy Curator, Data Curator, Privacy Reader.
  Control who can create, edit, approve, or view assessments.

- Automated Compliance Workflows:
  Trigger assessments based on privacy rules or data conditions.
  Integration with CRM, ERP, core banking application and data governance platforms.
  Continuous monitoring and compliance scoring.

- Reporting & Analytics:
  Dashboards for privacy metrics and compliance status.
  Exportable reports for audits and board-level reviews.
  Benchmarking against industry standards.

Data Discovery and Classification

- Data Discovery & Classification:
  Support in Banks existing solution (ForcePoint DSPM & DLP) in configuration of required data discovery and classification rules along with data tagging.
  If required AI/ML-powered scanning of structured and unstructured data.
  Identification of sensitive personal data across systems.

Risk-based categorization and tagging.

Data Catalogue

- Organize personal data assets across structured and unstructured formats.
- Seamless cataloguing of personal data across cloud storage platforms and on-premise storage.
- Supports unstructured files, RDBMS, and data warehouses for a complete view.

Automated Data Lineage

- Tracks personal data lineage across internal systems and 3rd parties.
- Create lineage diagrams basis the detection of data flow.

Data Classification (if required)

- The system should identify and classify Personal Data and Sensitive Personal Data with high accuracy across structured, semi-structured, and unstructured data assets, with strong native support for Indian PII.
- The system should support classification across unstructured formats including (but not limited to) PDF, scanned documents, images, XLSX, CSV, DOCX, PPT, TXT, JSON, and email attachments, using OCR and AI-based(Object based) extraction where required.
- The system should detect and classify Indian personal data elements such as names, mobile numbers, email addresses, Aadhaar, PAN, Voter ID, Passport, Driving Licence, bank account details, financial records, and health-related data.
- The system should accurately identify historical, legacy, and state-specific formats of Indian identifiers, including Aadhaar, PAN, Voter ID, Driving Licence formats across all Indian states and older issuance patterns.
- The system should use a combination of object-based AI, NLP, and pattern-based techniques to reduce false positives compared to purely regex-driven approaches.
- The system should maintain contextual classification by associating detected PII with surrounding metadata such as source system, file type, table, column, business process, and owner.
- The system should tag classified personal data within an organization-wide data dictionary, enabling consistent taxonomy and governance across the enterprise.
- The system should allow enrichment of classified data with business attributes such as purpose, retention requirement, lawful basis, processor involvement, and cross-border indicators.
- The system should maintain versioned classification results to track how data sensitivity changes over time as new data is added or modified.
- The system should generate alerts when newly discovered sensitive PII is detected in previously scanned data sources or non-approved storage locations.
- The system should integrate classification results with downstream privacy workflows, including RoPA automation, DPIA initiation, consent validation, and Data Principal Rights Management.

Endpoint Data Discovery and Governance (if required)

- The system should support discovery, cataloguing, and classification of personal data present on endpoint devices across the organization, including employee laptops and desktops.
- The system should support endpoint operating systems including Windows (Windows 8 and above), macOS, Linux, and Ubuntu.
- The system should maintain an inventory of endpoint devices, capturing metadata such as device ID, OS type and version, user association, device group, and last scan timestamp.

- The system should support agent-based deployment on endpoints, designed specifically for privacy discovery and governance use cases and not as an endpoint security or surveillance tool.
- The system should scan endpoint file systems to detect and classify Indian personal data across structured and unstructured files, including PDFs, images, spreadsheets, documents, and compressed archives.
- The system should support historical and state-specific Indian identifier detection on endpoints, including Aadhaar, PAN, Voter ID, and Driving Licences.
- The system should allow administrators to group endpoints logically (e.g., by department, role, geography, or risk profile) for targeted policy application.
- The system should provide a unified, privacy-first endpoint policy framework that allows administrators to define how personal data on endpoints is discovered, evaluated, and remediated.
- The system should allow endpoint policies to be configured using a multi-dimensional rule structure, including:
    - o Operating system type
    - o Scan type (on-demand, scheduled, continuous)
    - o File path or directory scope
    - o File type and extension
    - o Detected PII category
    - o File size thresholds
- The system should support multiple policy actions, including alert, quarantine, encryption, redaction, archival, or secure deletion, based on policy conditions.
- The system should support hierarchical policy configuration, allowing policies to be applied at organization, group, subgroup, or individual device levels.
- The system should support continuous or periodic scanning of endpoints to detect newly created or modified files containing personal data. The system should maintain audit logs for all endpoint scans, policy evaluations, actions taken, and user acknowledgements.

Data Inventory & Tagging (if required)

- The system should maintain a centralized, continuously updated inventory of all personal data assets across the organization for compliance, governance, and audit purposes.
- The inventory should cover structured, semi-structured, and unstructured data sources, including databases, file systems, data lakes, and document repositories.
- Each inventoried data asset should be enriched with contextual metadata such as data category, sensitivity level, source system, owner, business unit, and last scanned timestamp.
- The system should link the organization-wide Data Dictionary with automated privacy workflows, enabling seamless downstream use in RoPA, DPIA, consent validation, and Data Principal Rights Management.
- The system should support consistent tagging of personal data across the enterprise using a standardized taxonomy aligned with the DPDP Act and internal governance policies.

Secure Deployment

- The solution should support secure, single-tenant deployment models to ensure logical and physical isolation of the Bank's data and metadata.
- The system should be capable of discovering personal data from central servers, databases, and storage systems across on-premise, cloud, and hybrid environments without disrupting production workloads.

Integration between Data Discovery and Consent Management

- The system should enable mapping of data assets to one or more business processes, products, or customer journeys to provide end-to-end visibility of data usage.
- The system should ensure that business process definitions, purposes, and consent artefacts remain synchronized with underlying data assets across the organization.
- The system should automatically flag discrepancies where personal data exists without an associated business process, purpose, or valid consent mapping.
- The system should integrate data discovery outputs with Consent Governance to enforce purpose limitation, consent validation, and lawful processing controls.
- The system should support bidirectional updates, ensuring that changes in business processes, purposes, or consent configurations are reflected in the data inventory and vice versa.

5. Data Protection Impact Assessments

A. Comprehensive DPIA Templates & Workflows

a. Provide standardized templates and workflows for conducting DPIAs, covering:
   - Description of processing activities, including involvement of third parties.
   - Risk assessment matrix to evaluate risks and automated risk calculation & categorization of all products/ process wise.
   - Regulatory and industry specific DPIA templates, customizable as per business needs.

b. Automation & Workflow Management
   - Enable multi-level workflow capability to facilitate role-based access, permissions, and approvals.
   - Allow customization of roles, permissions, and review processes to align with organizational structures.
   - Support auto-reminders, query escalation, and follow-ups to streamline DPIA completion.
   - Provide the ability to upload supporting documents and artefacts when responding to specific queries.

c. Periodic & Proactive Assessments
   - Support periodic DPIA reviews to ensure ongoing compliance with regulatory requirements.
   - Proactively launch assessments for new business processes, with a timeline view for accountability and visibility.

d. Collaboration & Vendor Engagement
   - Enable seamless sharing of DPIA assessments with data processors and vendors, ensuring end-to-end compliance.
   - Provide functionality to add team members and external stakeholders for collaborative assessments.

e. Smart Assessments
   - Auto-fill assessments using AI leveraging knowledge base of consent artefacts, processors, configurations and data discovery findings.

B. Controls, Reporting and Dashboard

- Real Time Monitoring: Dashboard should provide real time visibility into the initiation, review, approval and closure of DPIAs across all Branches and Business functions.
- SLA Based Time Tracking: The tool must include automated time tracking of each DPIA process step, with configurable Service Level Agreements (SLAs) and dynamic indicators (e.g. red/yellow/green flags) for SLA compliance.

- Alerts and Escalations: Support for automated alerts and escalations to DPOs, Privacy Stewards, or relevant functionaries in case of SLA breaches or pending approvals.
- Branch Wise & Function Wise Compliance Overview: Ability to generate compliance scorecards and dashboards for each branch, Region, Zone, Department or business Vertical.
- Role-Based Access Controls (RBAC): The system should allow differentiated access for
- DPO – Global access with configuration and oversight privileges
- Privacy Stewards – Access to DPIAs within their assigned branches/Verticals
- Branch/Region/Zone – Access to DPIAs initiated or owned by their teams
- The platform must be scalable to onboard all branches and new privacy stakeholders as per future organizational requirements.

6. Privacy Notice Management

A. Notice & Transparency Mechanisms

- Ability to generate customizable & dynamic notices tailored to different products and journeys.
- Provide downloadable consent receipts/artefacts for transparency.
- Ensure translation and transliteration of notices into all 22 Indian languages as per Schedule 8 of the Constitution.
- Provide banking options (logos & themes) to relate with the Bank's design language.
- The system should have the capability to customize notice structure and UI components, including (but not limited to) layout, dropdown styling, typography, alignment, checkbox styling, button types, and theme elements such as background/canvas and color controls, to align with the Bank's design language.
- The system should have Maker-Checker workflows for notice design, consent configuration, publishing, and subsequent changes, with auditable approvals and controlled deployment.

B. Version control

- Maintain version control for all notices generated within the user journey.
- Record and store multiple versions of consent agreements and maintain historical consent changes for audits.

C. Audit & Reporting

- Audit trail for all consent related activities and same cannot be altered.
- Ensure identification and notification to Data Principals who consented to outdated versions.

7. Data Breach Management

A. Regulatory Reporting & Compliance

- Breach reporting mechanism to be in place/facilitated.
- The workflow of breach investigation & intimation should align the requirement as per Rules of the DPDP Act.
- Seamless reporting to the Data Protection Board and Data Principals.
- Maintains a repository of pre-approved templates for quick and compliant breach reporting.
- Show steps taken to contain the breach, demonstrating transparency and trust.

B. Final Communication & Documentation

- Send initial and final breach reports to both impacted Data Principals and Data Protection Board.
- Maintain an audit trail of all breach-related actions for demonstration of compliance.

C. Bulk Breach Notifications

- Create cohorts of Data Principals to ensure that the notification is only going out to the affected Data Principals.
- Automated breach notices sent to impacted Data Principals within the timeframe as defined by DPDPA Act and rules.
- Configurable templates for breach intimation, ensuring compliance and clarity.
- Suggest remedies to impacted Data Principals to mitigate risks.
- Show steps taken to contain the breach, ensuring transparency and trust.
- Integration with existing SOC and SIEM platform/Regulatory agencies for reporting

AI compliance co-pilot

- The proposed solution should include an AI-powered Compliance Co-Pilot that continuously monitors, assesses, and validates privacy compliance across digital journeys, consent artefacts, RoPA, and declared policies, ensuring real-time alignment with the DPDP Act, 2023 and sectoral regulations. AI-Powered Digital Journey Analysis.
- The system should automatically scan and analyse digital journeys (web and app-based), including onboarding forms, application flows, embedded scripts, cookies, and trackers, without requiring access to backend customer databases.
- The system should accurately identify Personal Data and Sensitive Personal Data collected during journeys, with specific support for Indian identifiers such as Aadhaar, PAN, Passport, Driving Licence, financial and health-related data.
- The system should detect both explicit data collection (form fields, uploads) and implicit collection mechanisms (cookies, trackers, fingerprinting scripts, behavioural analytics tools).

RoPA Automation

- The system should auto-populate RoPA fields by extracting processing activities, PII categories, purposes, channels, and processors directly from scanned digital journeys.
- The system should continuously reconcile live journeys against existing RoPA entries and flag deviations such as new data elements, additional purposes, or unrecorded processing activities.
- The system should support regulator-ready RoPA outputs aligned with DPDP Act and applicable sectoral frameworks.

Automated Compliance Notice Generation

- The system should automatically generate journey-specific, purpose-aligned consent notices using AI, based on detected PII, purposes, and processing context.
- The system should ensure that auto-generated notices comply with DPDP Act requirements, including purpose specificity, data minimization, transparency, and multilingual presentation.
- The system should trigger notice version updates when journey behaviour changes (e.g., new fields added, new scripts detected, new purpose inferred), ensuring continuous compliance. Privacy Policy & Document Review
- The system should analyse privacy policies, cookie policies, and related documents to identify inconsistencies, gaps, or non-compliant statements against DPDP Act requirements and RBI guidelines.
- The system should flag mismatches between declared policy statements and actual data collection observed in digital journeys.

- The system should suggest remediation actions, including policy updates, notice changes, or consent re-collection triggers.

Continuous Monitoring and Closed-Loop Compliance

- The system should continuously monitor digital journeys for changes and re-evaluate compliance on an ongoing basis rather than point-in-time scans.
- The system should integrate with Consent Governance, DPIA, Data Principal Rights Management, and Breach Management modules to enable closed-loop remediation workflows.
- The system should provide dashboards and alerts to privacy teams and DPOs highlighting compliance drift, newly detected risks, and required actions.

DPO Command Center

- The system should provide a unified DPO Command Center that acts as a centralized operational and oversight interface for the Data Protection Officer, consolidating privacy, consent, risk, and compliance signals across the platform.
- The Command Center should present a single-pane, executive-level view of the Bank's DPDP compliance posture, including consent health, open data principal requests, DPIA coverage, processor compliance, and breach readiness, without requiring the DPO to navigate individual modules.
- The system should support an "Audit Mode" that allows the DPO to quickly switch from monitoring to audit-readiness, enabling structured viewing of requirements, compliance status (green/amber/red), and linked evidence artifacts.
- The Command Center should enable evidence-driven compliance, where each regulatory requirement or control indicator is traceable to underlying artefacts (e.g., consent logs, notices, DPIAs, processor acknowledgements, breach records) through controlled drill-downs.
- The system should provide real-time risk and compliance indicators, highlighting deviations, overdue actions, or SLA breaches across consent lifecycle, data principal rights, processors, and incidents, with configurable thresholds for escalation.
- The Command Center should support governance workflows, allowing the DPO to track ownership, status, and timelines across internal teams and third parties, without directly executing operational actions.
- The system should generate management- and regulator-ready summaries from the Command Center, enabling periodic reporting to senior management and the Board while preserving segregation between oversight and execution.
- The Command Center should be designed as a control and coordination layer, ensuring visibility, accountability, and auditability across the privacy program, without exposing sensitive personal data or low-level system configurations by default.

Web Portal Watermarking System

A. Functional Requirements

- Dynamic Stamping: System must overlay the viewing user's name, email/IP address, and date/time onto the document in real time.

- Format Support: Watermarks must apply to PDFs, Word documents, Excel sheets, and major image formats (JPEG, PNG etc.).
- Cross-Platform Visibility: Watermarked documents must render consistently across all major web browsers and mobile devices.
- Variable Opacity: Administrators must be able to adjust watermark transparency so the background text remains fully readable.
- Status Indicators: System must support static workflow watermarks like "DRAFT," "CONFIDENTIAL," or "APPROVED."

B. Security & Compliance Requirements

- Print and Download Protection: Any document downloaded or printed directly from the portal must permanently embed the watermark.
- Forensic (Invisible) Watermarking: Vendor must provide options for invisible metadata tagging to trace leaks back to the source user account.
- Tamper Resistance: Watermarks applied to downloaded PDFs must be flattened into the image layer to prevent easy removal using standard PDF editors.
- Screenshot Deterrence: System must support high-density repeating pattern watermarks across the page to make casual smartphone photography unviable.

C. Administrative Control Requirements

- Role-Based Rules: Administrators must be able to turn watermarking on or off based on specific user roles, groups, or folders.
- Central Management: Administrators require a central dashboard to design, preview, and deploy watermark templates globally.
- Audit Logging: Every instance of a user viewing, downloading, or printing a watermarked file must generate an immutable log entry.

8. Privacy by Design

To provide internal teams with an end-to-end mechanism for identifying personal data related changes in applications and processes and raise a Privacy by Design (PbD) request that can be evaluated, managed and monitored by the Bank's privacy team as per Privacy by Design (PbD) principles.

9. Training and Knowledge Transfer

- Provide training (technical & functional) & documentation to relevant business teams of the Bank and personnel on the implemented Consent Management and Data Privacy use cases for each aforementioned module.

10. Testing and Validation

- Test cases to be prepared by bidder and to capture the testing artifacts and share it with the Bank.
- Conduct performance testing of tool.
- Test the integration of the tool with critical applications, including version control systems, build systems, and issue tracking tools.
- Work with business teams to execute UAT for all integrations and releases.

11. Reporting and Metrics

- Set up reporting mechanisms to track key performance indicators (KPIs) and security metrics.
- Generate and distribute reports to relevant stakeholders.

12. Security requirements

- The tool should support standard authentication with AD / SAML.
- Support different authentication methods for different populations of users.
- Solution should be accessible from any network, but should allow restricting access to a definable corporate network range for specific populations of users.
- Connection/Transmission to the on-prem applications should be over encrypted channel.
- All confidential information such as passwords, Security Questions/Information should be over secured encrypted channel.

13. Compliance and Governance

- Ensure that the tool aligns with industry standards and regulatory requirements stated in India DPDPA.
- Implement governance model.

14. Research Repository on Data Protection Laws

The bidder shall develop and maintain a secure and user-friendly Research Repository focused on Indian data protection laws, including the Digital Personal Data Protection Act, 2023, Digital Personal Data Protection Rules 2025, Information Technology Act, 2000, Information technology (Amendment) Act 2008, Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

The repository should also support international data protection laws, industry best practices, new laws enacted globally and any amendments to the existing laws/ rules.

15. Project Requirements

A. Architecture Review & Approval

- The architecture of the proposed solution must be reviewed and approved by the Bank's Information Technology/ Information Security Team.
- In case any modifications or recommendations are suggested by the ITD team, the bidder shall incorporate all such changes during the design phase itself, without impacting project timelines or cost.

B. Vulnerability Assessment & Penetration Testing (VAPT)

- The solution shall not go live unless all VAPT observations are resolved and the VAPT status is Critical, High, post approval from the Change Advisory Board (CAB).
- The bidder is solely responsible for the closure of all VAPT findings related to the solution.

C. Operating System Vulnerability Closure

Although the Bank will provide the underlying infrastructure (including virtual machines) for hosting the proposed solution, it is the sole responsibility of the bidder to remediate all OS-level Vulnerability Assessment (VA) observations throughout the contract period.

16. Compliance with Future Regulatory and Statutory Requirements

A. Regulatory Adaptability & support

The solution must be adaptable to accommodate changes in laws, rules, or government policies without requiring architectural overhauls or additional licensing costs. The support for managing these updates/upgrades will be for a period of 3 years from platform Go-live date.

The Bidder shall provide continued advisory and compliance support services for a period of three (3) years from the date of Go-Live, covering interpretation and implementation guidance on evolving DPDP Act requirements, rules, and regulatory guidance issued by GOI/MeitY/DPBI/RBI, as an integral part of the Scope of Work under this RFP, at no additional cost to the Bank. This obligation is independent of, and shall survive, the expiry, termination or non-renewal of the Warranty/AMC period, so as to ensure uninterrupted regulatory compliance support to the Bank.

B. Timely Updates

The bidder shall be responsible with no delays beyond the statutory effective date for implementing updates or enhancements to the solution in a timely manner to ensure continued compliance with evolving regulatory frameworks.

C. No Additional Cost

Any modifications required to meet future statutory or regulatory obligations shall be provided as part of the scope of work and shall not incur additional cost to the Bank.

D. Documentation and Support

The bidder shall provide documentation and support for all updates made to comply with new regulations, including change logs and impact assessments.

E. Failure to Comply

Non-compliance with future regulatory requirements may result in penalties, termination of contract, or other actions as deemed appropriate by the Bank.

4.1 ADDITIONAL SCOPE OF WORK

- Proposed Solution shall support explicit, implicit, opt-in, and opt-out consent models.
- Proposed Solution shall have capabilities for integration with existing systems of the Banks current technology stack and eco-system (130 plus applications) (Mobile Banking, Internet Banking, CRM, various journey initiated by Bank etc.) API or other suitable technologies shall be used for seamless integration with internal and third-party systems or other secure integration as agreed by the Bank.
- Proposed Solution shall support Multilingual (Multi-language) support for Consent as defined in the 8th schedule of the constitution of India and support for additional language in case they get further added due to amendments.
- Proposed Solution shall have Customizable consent forms like Branding options (logos, themes), Dynamic content based on user location or preferences etc.
- Proposed Solution shall support versioning to track changes in consent forms.
- Proposed Solution shall record and store multiple versions of consent agreements and maintain historical consent changes for audits.

Proposed Solution shall have Audit trails for all consent-related activities and same cannot be altered. Integrity to be ensured for the same. Further, Detailed logs of consent-related activities to be available in a user-friendly interface customized to regulatory requirement for audits.

- Proposed Solution shall have feature for Real-time consent updates and synchronization across systems.
- Proposed Solution shall support for hierarchical consent structures like consent for specific data types or purposes etc.

- Bidder shall provide SBOM & CBOM (Software Bill of Material and Cryptographic Bill of material) of proposed solution to the bank.
- Proposed Solution shall have Centralized repository for managing user consents
- Proposed Solution shall have dashboard for end-users to view and manage their consents, Download a copy of their consent history,
- Proposed solution shall enable users to set granular preferences like data sharing, marketing communications etc.
- Proposed Solution shall support for self-service consent revocation.
- Proposed Solution shall have feature for Real-time reporting on consent metrics like consent rates, revocation trends, Geographic distribution of consents etc.
- Proposed Solution shall have automated consent expiration and renewal workflows.
- Proposed Solution shall have ability to handle large user bases and high transaction volumes.
- Proposed Solution shall have Low-latency operations for real-time consent capture and verification.
- Proposed Solution shall have Role-based access controls to to manage internal access.
- Proposed Solution shall have Data encryption (at rest and in transit).
- Proposed Solution shall have feature for secure deletion of consent records upon user request or expiry.
- Proposed Solution shall have feature for Data masking and anonymization for non-essential records.
- Proposed Solution shall have built-in feature for compliance with major data privacy laws.
- Proposed Solution shall provide regular security updates and patches.
- Proposed Solution shall have feature for Real-time system health dashboards.
- Proposed Solution shall have feature for alerts for failures, latency issues, or integration errors.
- The proposed platform should have ticketing mechanism to address the issues/ queries raised by the Bank users.
- The bidder shall execute escrow agreement for source code for the consent management application without any cost to Bank.
- The solution should support DC/DR integration and periodic DR drill execution as per the Bank's IT/BCP policy.

The solution must support data migration to cloud platforms preferably AWS, Azure, GCP, or any sovereign cloud service provider, if required by the Bank. It should comply with applicable data protection regulations, including data residency, encryption standards, and access controls.

- The solution must have ability to support real time replication through dedicated private connect capability from the service provider's Cloud SaaS to Bank's DC and DR/ Nr DR.
- The solution must have ability to support access for Bank users through a dedicated private connect capability from Bank's gateway to their Cloud SaaS application
- The system must have the capability to adapt to any future regulatory requirements issued by DPBI/ MeitY/ RBI or any Regulatory Agencies under the DPDP Act, 2023 or any relevant Act/ Rules.
- Bidder has to provide Source Code review report of proposed application with compliance validation from Cert-IN empaneled audit organization to Bank annually without any cost to Bank.
- The proposed solution should support Customer Managed Key (CMK) or Bring Your Own Key (BYOK) to provide control to the Bank.
- The selected Bidder shall closely work with any Consultant (s)/ Advisor (s) appointed by the Bank for the purpose of this engagement. This includes, but is not limited to, participating in joint discussions, sharing relevant documentation, aligning on project timelines and deliverables, and incorporating feedback or recommendations provided by the Consultant (s) as directed by the Bank.

- The Bidder shall ensure that its team is available for coordination meetings, workshops, and review sessions as scheduled by the Principal or its Consultant (s). The Bidder shall also provide timely responses to queries and inputs sought by the Consultant (s) to facilitate effective project execution.
- All such association shall be undertaken in a professional and cooperative manner, with the objective of achieving the Banks strategic and compliance goals. The Consultant (s)/ Advisor(s) shall not be construed as having any authority over the Bidder, except as explicitly communicated by the Bank.

4.2 Infrastructure Sizing

The proposed solution shall be hosted on the Bank's on premise infrastructure at bank's Data Centre. The Selected vendor must design the solution with high availability & secure infrastructure in Data Centre as per Industry accepted security standards and best practices. Selected bidder shall provide sizing for required hardware, middleware and software for app, web, DB layers and storage for both DC and DR sites. The sizing should be provided to handle the load efficiently without any degradation in the services throughout the contract period of 3 years.

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

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

Successful Bidder shall provide the infrastructure requirement for On-premise deployment of the solution for a period of 3 years.

The infrastructure details should include the following:

- All hardware components required necessary for enterprise level implementation of the solution such as Servers/Load Balancers/Storage/Network Components etc., and any other peripheral devices. Bank shall provide the required Hardware Components.
- All software components of the solution such as Application/Web App/Middleware/Backup/ Archival and Licenses.
- Software components like DB/Middleware to be factored under the proposed commercial rates

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

4.3 Escrow Arrangement

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

5. Location of Work

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

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

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

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

6. Invitation for Tender Offer

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

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

1. Bidders are required to submit Earnest Money Deposit (EMD) for ₹12,00,000/- (Rupees Twelve Lacs Only). The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank acceptable to the Bank. Offers made without EMD will be rejected.
2. Technical Specifications, Price Bid, Terms and Conditions and various formats for submitting the tender offer are described in the tender document and Annexures.

7. Project Delivery Milestones

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

PROJECT PHASES:

1. Project Plan
2. Delivery of Solution
3. User Acceptance Testing

4. Operationalization of Solution
5. Solution Review

1. PROJECT PLAN:

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

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

2. PROJECT MILESTONES & DELIVERY

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

S.No	Project Milestone Delivered	Duration
1.	Issuance of PO	0 week
2.	Submission of Project Implementation Plan, Project Team Details and Infrastructure Details. Requirement gathering, BRD documentation, and sign-off by the Bank along with execution of SLA/NDA.	Within 2 Weeks from issuance of PO
3.	Development, installation, configuration, UAT Delivery	within 10 weeks from issuance of PO
	Testing of solution and UAT sign off	
	Enterprise Wide Go Live	
4.	Successful Go -live at DR	within 12 weeks from issuance of PO
5.	Post-implementation advisory (ongoing)- Periodic compliance audits, regulatory update tracking, incident/breach response support, DPB liaison assistance	Week 12 onward, surviving AMC expiry

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

The bidder must strictly adhere to the project timeline schedule, as specified in the purchase contract executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder will enable Bank to

resort to any or all of the following provided that the bidder is first given a 30 days" written cure period to remedy the breach/delay:

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

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

EXTENSION OF DELIVERY SCHEDULE:

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

NON-DELIVERY:

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

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

4. **OPERATIONALIZATION OF SOLUTION:**

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

5. **REVIEW:**

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

B-EVALUATION PROCESS

The endeavor of the evaluation process is to find the best fit Solutions as per the Bank's requirement at the best possible price. The evaluation shall be done by the Bank's internal committees formed for this purpose. Through this RFP, Bank aims to select bidder(s) /Service provider(s) who would undertake **Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 by onboarding a System Integrator (SI).** The bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP. The bidder is expected to commit to the delivery of services with performance levels set out in this RFP.

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

Stage A. Evaluation of Eligibility

Stage B: Technical Evaluation

Stage C. Commercial Evaluation

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

Stage A-Evaluation of Eligibility

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

Stage B-Evaluation of Technical Bid

All technical bids of bidders who have Qualified Stage A will be evaluated in this stage and a technical score would be arrived at. The bidder should meet the technical requirements as mentioned in the

Annexure E. The Bank will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective bidders. The Bank plans to, at its sole discretion, waive any minor non-conformity or any minor deficiency in an offer. The Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

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

Bank may seek clarifications from any or each bidder as a part of technical evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank. Those Bidders who meet the threshold score of **70%** or more will be considered as "Qualified under Stage B" and will be considered for evaluation under Stage C. Those who do not meet the above threshold will not be considered for further evaluation and their EMD will be returned. However, Bank reserves the right to relax the criteria but not less than **60%.**

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

Stage C- Evaluation of Commercial Bid

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

The bank at its own discretion may undertake reverse auction.

C-RFP SUBMISSION

1. e-Tendering Process

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

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

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

2. Service Provider:

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

Help Desk:
Contact Persons: Nandan Velara
Mobile No.: 9081000427 / 9904407997
Landline: 079-68136831/ 6857 / 6820 / 6843 / 6853 / 6829 / 6835 / 6863 / 6852 / 6840

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

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

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

3. RFP Fees

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

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

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

4. Earnest Money Deposit

Prospective bidders are required to submit Earnest Money Deposit (EMD) of INR 10,00,000 (Rupees Ten Lac Only).The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank in India (other than Jammu & Kashmir Bank). The Bank will not pay any interest on the EMD. The bidder can also submit the EMD through NEFT as per the following details:

Bank Details for Earnest Money Deposit	
Account Number	9931070690000001
Account Name	Earnest Money Deposit (EMD)
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR 12,00,000/=

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

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

Address:	J&K Bank Information Security, 2nd Floor, Annexe building, Corporate Headquarters, MA Road, Srinagar, J&K Pin- 190001

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

The EMD made by the bidder will be forfeited if:

a. The bidder withdraws his tender before processing of the same.

b. The bidder withdraws his tender after processing but before acceptance of the PO issued by Bank.

c. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.

d. The bidder violates any of the provisions of the terms and conditions of this tender specification.

The EMD will be refunded to:

a. The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (other than Jammu & Kashmir Bank) from any scheduled commercial bank in India for 5% of the total project cost for 3 years and valid for 3 year+6 months including claim period of 6 months, validity starting from its date of issuance. The PBG shall be submitted within 30 days of the PO issued from the Bank.

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

5. Performance Bank Guarantee (PBG)

The successful bidder will furnish unconditional performance bank guarantees (other than Jammu & Kashmir Bank) from any scheduled commercial bank in India, for 5% of the total Purchase order cost for a period 3 years + 6 months. The format of the PBG is given as per Annexure H. The PBG shall be submitted within 30 days from the date of issuance of Purchase order by the Bank. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Successful Bidder. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Bank on the printed letterhead of the issuing Bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents. Each page of the PBG must

bear the signature and seal of the BG issuing Bank and PBG number. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank may invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

6. Tender Process

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

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

iii. L1 vendor(s) will be arrived at through Online Reverse Auction (ORA). After ORA, Bank reserves the right to call the successful bidder for a price negotiation.

iv. On conclusion of ORA, the Successful Bidder (L1) shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 3 days from the date of the ORA, the Bank reserve the right to reject the L1 Bidder’s Bid and make procurement from the L2 or L3 Bidder.

v. Bank will enter in to contract with the L1 bidder(s) (in normal cases). Rates fixed at the time of contract will be non-negotiable for the whole contract/SLA period and no revision will be permitted subject to Bank review. This includes changes in taxes or similar government decisions.

vi. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided by the vendor is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the vendor. Bank’s decision in this regard will be final.

vii. If any of the shortlisted Vendors are unable to fulfil the orders within the stipulated period, Bank will have the right to allot those unfulfilled orders to other participating vendors, after giving 15-days" notice to the defaulting Vendor, provided the next vendor (L2) matches the rate fixed. Also during the period of the contract due to unsatisfactory service, Bank will have the right to cancel the contract and award the contract to other participating vendors.

7. Bidding Process

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

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

i. The mode of submission of Confirmation of Eligibility, Technical Criteria and Commercial Bid (CB) shall be online.
ii. The Bidders who qualify the Eligibility Criteria will be qualified for commercial bid evaluation. The successful Bidder(s) will be determined based on the Lowest Commercial Quote (L1) after reverse auction as per the stated Commercial Evaluation process.
iii. Bidders are permitted to submit only one Bid and relevant Commercial Bid. More than one Bid should not be submitted.
iv. Receipt of the bids shall be closed as mentioned in the bid schedule. Bid received after the scheduled closing time will not be accepted by the Bank under any circumstances.
v. Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount / Bank Guarantee in lieu of the same should accompany the Bid. Bidders, who have not paid Cost of RFP and Security Deposit (EMD amount) will not be permitted to participate in the bid and bid shall be summarily rejected.
vi. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder'
vii. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.
viii. No rows or columns of the tender should be left blank. Offers with insufficient information are liable to rejection.
ix. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
x. Bank reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.
xi. Modification to the Bid Document, if any, will be made available as an addendum/corrigendum on the Bank's website and Online tendering portal.
xii. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders' queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly visit Bank's website or online tendering portal to get themselves updated on changes / development in relation to this RFP.

xiii. Prices quoted should be exclusive of GST.
xiv. Applicable taxes would be deducted at source, if any, as per prevailing rates.
xv. The price ("Bid Price") quoted by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.
xvi. During the period of evaluation, Bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation.
xvii. The Bank's decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.
xviii. The Bidder shall bear all the costs associated with the preparation and submission of its bid and the bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

8. Deadline for Submission of Bids:

i. Bids must be received at the portal and by the date and time mentioned in the "Schedule of Events".
ii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted at the portal by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
iii. Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.

9. Bid Validity Period

i. Bid shall remain valid for duration of 06 calendar months from Bid submission date.
ii. Price quoted by the Bidder in Reverse Auction shall remain valid for duration of 06 calendar months from the date of conclusion of RA/ORA.
iii. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

10. Bid Integrity

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

11. Cost of Bid Document

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or

any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

12. Contents of Bid Document

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

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

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

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

13. Modification and Withdrawal of Bids

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

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

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

14. Payment Terms

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

S.No	Project Milestone Delivered	Payment
1	Submission of Project Implementation Plan, Project Team Details and Infrastructure Details. Requirement gathering, BRD documentation, and sign-off	10% of Implementation Cost

	by the Bank along with execution of SLA/NDA.		
2	Development, installation, configuration, UAT Delivery	20 % of Total license Cost	10 % of Total Implementation Cost
5	Testing of solution and UAT sign off	10% of Total license Cost	20% of Total Implementation Cost
6	Enterprise Wide Go Live	30 % of Total license Cost	20 % of Total Implementation Cost
7	3 Months after Successful Go –live (Post Final acceptance sign-off)	20% of Total license Cost	30% of Total Implementation Cost
8	Successful Go –live at DR	20 % of Total license Cost	10 % of Total Implementation Cost
9	AMC	Quarterly in arrears	
10	Manday Cost (For additional changes post Successful go live of all modules)	As per actuals	
11	Training and Awareness	Post completion of training	

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

i) Post Signing of Service Level Agreement (SLA) between Bank and Successful bidder.
ii) Post Signing of Non-Disclosure Agreement (NDA) between Bank and Successful bidder.
iii) No advance payment will be made on award of the contract.
iv) All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
v) Payments will be withheld in case of Non-compliance of the terms and condition of this RFP.
vi) Retention Clause: 10% of the total contract value shall be retained and released post final audit or certification, whichever is earlier.
vii) Bank will not be paying any out of packet expenses or travelling expenses relating to implementation of the project.

D-GENERAL TERMS & CONDITIONS

1. Standard of Performance

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

2. Indemnity

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

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

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

3. Cancellation of Contract and Compensation

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

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

4. Liquidated Damages

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

5. Fixed Price

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

6. Right to Audit

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

7. Force Majeure

i. The Selected Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
ii. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractors fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, pandemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.
iii. Unless otherwise directed by the Bank in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
iv. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the contractor shall hold consultations in an endeavor to find a solution to the problem.
v. Notwithstanding above, the decision of the Bank shall be final and binding on the successful bidder regarding termination of contract or otherwise.

8. Publicity

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

9. Amendments

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

10. Assignment

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

11. Applicable law and jurisdictions of court

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

12. Resolution of Disputes and Arbitration clause

The Bank and the Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank for **Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and Rules** and designated representative of the Bidder. If designated Officer of the Bank and representative of Bidder are unable to resolve the dispute within reasonable period, which in any case shall not exceed 30 days, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and Bidder respectively. If even after elapse of reasonable period, which in any case shall not exceed 30 days, the senior authorized personnel designated by the Bank and Bidder are unable to resolve the dispute amicably OR any party fails to designate its officer/representative/ senior authorized personnel within 30 days from the date of request in writing for the same by the other party for amicable settlement of dispute, the same shall be referred to a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and the venue of the arbitration shall be at Srinagar. The language of the arbitration proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.

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

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

14. 'NO CLAIM' Certificate

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

in such form as shall be required by J&K Bank after the works are finally accepted.

15. Cost and Currency

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

a) Cost of the equipment/software/licenses specified
b) Installation, commissioning, maintenance, migration charges, hosting charges, if any,
c) Comprehensive on-site software support.
d) Packing, Forwarding and Transportation charges up to the sites to be inclusive.
e) All taxes and levies are for Destinations.
f) Bidder have to make their own arrangements for obtaining road permits wherever needed.

16. No Agency

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

17. Project Risk Management

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

18. Information Security:

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

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

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

a need to such access to perform the Services required by the Contract/Agreement. Successful Bidder shall use such information only for the purpose of performing the Service(s) under the Contract/Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Successful Bidder's cost.

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

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

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

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

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

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

20. Statutory Requirements

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

21. Bidder Utilization of Know-how:

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

22. Corrupt and Fraudulent practice:

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

23. Solicitation of Employees

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

24. Proposal Process Management

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

25. Confidentiality Provision

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

b) Confidential Information means information which is by its nature confidential or is designated by the bank and confidential information and includes:
   i. All information marked or otherwise designated as confident.

ii. Information which relates to the financial position, the internal management structure , the Personnel , policies and strategies of the Bank
iii. Data of the bank, customer lists, customer information, account information, and business information regarding business planning and operation of the Bank or otherwise information or data whether such data is permanent or otherwise

The restriction imposed in this clause does not apply to any disclosure or information:

i. Which at the material time was in public domain other than breach of this clause; or
ii. Which is required to be disclosed on account of order of any competent court or tribunal provided that while disclosing any information, Bank shall be informed about the same vide prior notice unless such notice is prohibited by applicable law.

26. Sub-Contracting

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

27. Reverse Auction

The bank at its own discretion may undertake reverse auction.

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

28. Award Notification

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

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

29. Suspension of Work:

The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension

or reinstatement of the work to the Successful Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension.

30. Taxes and Duties:

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

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

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

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

E-ANNEXURES

Annexure A: Confirmation of Terms and Conditions

The Deputy General Manager
Information Security
Corporate Headquarters
Jammu & Kashmir Bank MA Road, Srinagar.

Dear Sir,

Sub: **RFP No** ..... for **Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and associated rules, dated** .....

Further to our proposal dated ....., in response to the Request for Proposal for **Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and associated rules** (hereinafter referred to as "RFP") issued by Jammu & Kashmir Bank (J&K BANK) we hereby covenant, warrant and confirm as follows:

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

Place:

Date: Seal and signature of the bidder

Annexure B: Tender Offer Cover Letter

The Deputy General Manager
Information Security
Corporate Headquarters
Jammu & Kashmir Bank MA Road, Srinagar

Dear Sir,

Sub: RFP no: _____ for **Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and associated rules** dated _____

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and associated rules** to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

We certify that we have provided all the information requested by the Bank in the format requested

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

Place:

Date:

Seal and signature of the bidder

Annexure C: Details of Bidder

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

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

Date:

Seal and signature of the bidder

Annexure D: Compliance to Eligibility Criteria

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

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

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

S.No	Financial and other requirement to be met by the bidder	Supporting document to be submitted	Bidder's response and Documents Submitted	Complied (Yes/No)
1	The Bidder must be registered with Registrar of Companies / a Govt Organization/ PSU / PSE/ LLP or Private/ Public Limited Company in India.	Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies		
2	The Bidder should have been in existence in India for the last five (5) years from the date of RFP.	Copy of Certificate of Incorporation / Certificate of commencement of business		
3	The Bidder should have a minimum annual turnover of Rs. 50 Crores (Rupees Fifty Crores Only) in each of the last three financial years viz. 2023-2024 and 2024-25 and 2025-2026 Micro and Small Enterprises (MSE) bidders should have turnover of INR 3 crore per	a. Audited Financial statements for the financial years 2023-2024 and 2024-25 and 2025-2026 with CA Certificate for the said period. If audited balance sheets of 2025-26 are not finalized, provision balance sheet may be submitted with a		

	annum for the past 3 financial years: FY 2023-2024 and 2024-25 and 2025-2026	declaration that balance sheet of 2025-26 is yet to be finalized. b. Certificate from statutory auditor must be submitted mentioning Average Annual turnover, positive net worth and positive profit after tax for last three financial years i.e., 2023-2024 and 2024-25 and 2025-2026		
4	The Bidder should have positive net worth in each of the last 3 financial Year's viz. 2023-2024 and 2024-25 and 2025-2026. Net Worth is to be calculated as follows: *Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) - (Accumulated balance of loss + Balance of deferred revenue expenditure + other intangible assets)*	Certificate from statutory auditor must be submitted mentioning Average Annual turnover, positive net worth and positive profit after tax for last three financial years i.e., 2023-2024 and 2024-25 and 2025-2026. The CA certificate should be without any conditions.		
5	The Bidder should not have filed for Bankruptcy in any country.	Self-declaration confirming the Criteria.		
6	The Bidder should not have been blacklisted / barred by any Public Sector Bank, Government of India or any regulatory body in India at the time of bid submission.	Self-declaration confirming the criteria.		
7	The Bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder's capability to provide / continue the services to Bank.	Self-declaration Confirming the criteria.		
8	Bidder should have experience of minimum 3 years in providing the Services in field of data privacy in Bank (Public Sector/ Private Sector/ Foreign Banks), BFSI in India or Abroad prior to RFP published date.	The bidders need to provide Copy of the purchase order/engagement And signoff/ project completion certificate or any other document from the client clearly substantiating the completed implementation, which is acceptable to bank against each reference.		

9	Minimum Two successful completed/Ongoing assignments for implementing Data Privacy Program in India or Abroad. Implementation limited to GDPR/ California Privacy Rights Act (CPRA)/ Canada's Consumer Privacy Protection Act (CPPA) / Singapore's Personal Data Protection Act (PDPA) or any other such Data Privacy regulations in a Bank/BFSI each having minimum Business mix of Rs. 1,00,000 Cr. will be considered.	Documentary Proof of order / contract copy / customer credentials and Go-Live Closure Sign-off shall be provided by the bidder. Undertaking from Bidder regarding Business Mix of the entity for which documents are being submitted.		
10	Bidder Firms should have a pool of minimum 5 Qualified professional (Certification related to Data Privacy Domain)which include minimum 2 Subject Matter Experts employed full time in Data Privacy related domain (GDPR/Global Data Privacy Regulations expertise) The resources deployed at the bank site for this project should be Subject Matter Experts in Data Privacy related domain (GDPR/Singapore PDPA/ CPPA) having experience in implementing Data Privacy Program (as per GDPR/Singapore PDPA guidelines/ CPPA/DPDPA) and will be dedicated full time solely for this contract only.	Letter of confirmation by the bidder		

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

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
3. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

4. Bank shall not consider the bids of bidders having poor or unsatisfactory past experience in execution or providing support to any project in past.
5. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
6. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party.
7. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company.

Annexure E: Technical Bid Format

Sr. No	Parameters	Scoring Criteria	Marks	Marks Score	Remarks
1	"Mandatory Scope of work " 1. Consent Governance 2. Data Principal Rights Management 3. Data Protection Impact Assessments (DPIA) 4. Breach Management 5. Data Discovery and Classification	All functions as per scope – 30 Marks	30		
		Mandatory features plus additional 2 features as defined in scope of work are ready to deploy and use – 20 Marks			
		Only Mandatory features are ready to deploy. – 10 Marks			
2	Experience of having developed and conducted Data Privacy Impact Assessment in the Banks (Public Sector/ Private Sector/ Foreign Banks), BFSI in India or Abroad prior to RFP published date Documents required: Relevant PO/ engagement letter AND signoff/ project completion certificate or any other document from the client clearly substantiating the completed implementation, which is acceptable to bank against each reference. Minimum one bank reference mandatory In last 5 year.	More than five (Public Sector/ Private Sector/ Foreign Banks), BFSI,/ NBFCs – 10 Marks	10		
		More than 3 and less than 5 (Public Sector/ Private Sector/ Foreign Banks), BFS – 07 Marks			
		Less than Three (Public Sector/ Private Sector/ Foreign Banks), BFSI - 5 Marks			
3	Profile of the dedicated Team proposed to be deputed for implementing the project referred to in this RFP	10 or more team member – 10 Marks	10		
	Number of qualified (CISSP/CIPP/CIPM/CIPT/ISO 27701 certification) team members who have consulting experience of more than 3 years in Data privacy domain and Privacy Framework in the Banks(Public Sector/ Private Sector/ Foreign Banks), BFSI operating in India and will be deployed for ONSITE for this project.	More than 5 team members but less than 10 team member – 7 Marks			
	Details to be furnished by the Bidder on the Company's letter head duly signed and stamped by the authorized signatory, containing the name, contact details of resources along with their Certificates and experience in data privacy domain.	Less than or equal to 5 team member - 5 Marks			

4	Solution Features and Capability/Product Demonstration/Technical Presentation/ Project Team Experience. This includes Bank's Internal Team may visit the Bidders/Client site for evaluation of proposed solution or may evaluate the proposed solution remotely.	Committee Evaluation	25		
5	Bank's Internal Team may visit the Bidders/Client site for evaluation of proposed solution or may evaluate the proposed solution remotely.	Site Evaluation	15		
6	OEM or SI shortlisted in 'Code for Consent: The DPDP Innovation Challenge' led by the Ministry of Electronics and Information Technology (MeitY) and the National e-Governance Division (NeGD)	Product platform has all features as mentioned under 'Scope of Work' section of this RFP – 10 Marks	10		
		Product platform has at a mandatory feature mentioned in Sr. No. 1 – 5 Marks			
		Max Marks	100		

**Qualifying score =70%

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

Signature and Seal of Company

Annexure F: Commercial Bid Format

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

The Commercial Bid shall be submitted in the following format:

Description	Unit Price in Rupees	Multiplication Factor (Tentative Qty)	Total Cost INR (In figures)	Total Cost (INR) in Words
Software License Cost (DR/DC Cost) (License Cost for three years of solution.)	a	1	A=a	
One time Implementation fee for end to end Solution at DC/DR site as per requirements mentioned under the RFP	b	1	B=b	
DB Cost if any (other than Oracle) including bundled support for 1year.	c	1	C=c	
Annual Maintenance Cost (Year 2 to 3)	d	2 Years	D=dx2	
ATS cost for DB (Year 2 to 3)	e	2 Years	E=ex2	
Additional Customization required in future for Bank ecosystem/solution in addition to scope mentioned in the RFP	f	100 Mandays	F=fx100	
Monthly charges/L3 resource(Onsite)	g	12	G=gx12	
Total Cost for 3 Years			Total(A+B+C+D+E +F+G)	
TCO in Words				

One L3 resource shall be deployed by successful bidder. Bank reserves the right to extent the duration of the onsite resources at the same cost during the contract period.

Note:-

1. Rates to be quoted inclusive of all other charges/levies (excluding GST). The quantity mentioned above is indicative only and the actual number may change based on assessment of business requirements of the Bank.
2. In case there is variation between numbers and words; the value mentioned in words would be considered.
3. If a price is left blank or quoted as zero, it shall be treated as “at no cost” or considered to be included in other line items

Place:

Date
Seal and signature of the bidder

Annexure G: Bank Guarantee Format

Bank Guarantee No: _____

Dated:_____

Bank:_____

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

WHEREAS..... (Company Name) and having its Registered Office at..... India (hereinafter referred to as "the Bidder") proposes to respond to RFP No ....., dated ..... of Jammu and Kashmir Bank Ltd for **Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and Rules.** (Herein after called the "RFP") AND

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

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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees .....only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the bidder of any of the terms and conditions contained in the RFP and in the event of the bidder commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true

intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the bidder of their obligations in terms of the RFP. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For and on behalf of BANK

Authorized Signatory

Seal

Address

Annexure H: Performance Bank Guarantee Format

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

WHEREAS..... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ....., hereinafter referred to as the Bidder has for taken up for **Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and Rules** in terms of the Purchase Order bearing No. ..... Dated ....., hereinafter referred to as the Contract. And Whereas in terms of the Conditions stipulated in the said Contract, the bidder is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favor to secure due and satisfactory compliance of the obligations of the Bidder in accordance with the Contract; Therefore, We, ..., through our local office at ..... Furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

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

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

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

demand in terms hereof on us for payment under this guarantee on or before the stipulated period , time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.

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

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

6. We further agree and undertake unconditionally without demur and protest to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder

7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent. Notwithstanding anything contained herein above;

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

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

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

Dated the..... Day of .....20.....

For.....

BANK Authorized Signatory

Annexure I: Non-disclosure Agreement (NDA)

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

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Purpose J&K Bank/Disclosing Party has engaged or wishes to engage the Company/Receiving party for undertaking the project vide Purchase Order No: _____ (and subsequent POs issues in this regard) and each party may disclose or may come to know during the course of the project certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Contact details of Company/Receiving party)

The Deputy General Manager
Information Security
Corporate Headquarters
Jammu & Kashmir Bank MA Road, Srinagar

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

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

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

COMPANY NAME	**Bank**
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Address:_____	Address:_____
_____	_____
Company Seal	Company Seal

Annexure J: Service Level Agreement

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

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

and

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

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

Now therefore, this Agreement is witnessed as under:

Definitions of the terms

The Bank/J&K Bank:	Reference to the "the Bank", "Bank" and "Purchaser" shall be determined in context and may mean without limitation "Jammu & Kashmir Bank".
Bidder/Vendor/Successful Bidder/Company/ Service Provider :	An eligible entity/firm submitting a Proposal/Bid in response to this RFP.
Proposal/Bid:	The Bidder's written reply or submission in response to this RFP.

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

Scope of Work

Vendor shall be responsible for providing services to Bank the Services defined the RFP for **Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and Rules** in accordance with all the terms and conditions of the RFP clauses and as described in the Point 4 of Section A-Introduction of this RFP i.e. **Scope of Work.**

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

Location of Work

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

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

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

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

Contract Uptime & Penalties

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

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

The Service Provider shall guarantee an uptime of 99.99 % during the contract period which shall be calculated on Quarterly basis. The "**Uptime**", for calculation purposes, equals to the Total number of hours of the day in a month, less Downtime in number of hours. Any part of hour is treated as full hour.

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

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

(Total hours in a month - downtime hours within the month)
---------- * 100
Total hours in a month

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

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

Service Window	24*7
Uptime Commitment	99.99%
Data Availability	100%

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

The percentage uptime is calculated on Quarterly basis as follows:

(Total hours in a month - downtime hours within the month)
---------- * 100
Total hours in a month

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

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

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

2 x 100
---------- = 0.09% (Considering days in a month as 90)
90 x 24

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

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

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

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

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

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

During Period of contract, Service Provider will maintain the services as per SLAs. If the bidder fails to maintain guaranteed/committed uptime of 99.99% on quarterly basis. During the warranty period, for every drop of 1 % than committed Uptime, warranty for the entire project shall be extended for 1 month. During AMC period, Bank shall impose penalty as mentioned below on slab basis. In case the uptime falls below the levels as tabulated below, Bank shall impose a penalty for each percent of loss of uptime below the guaranteed level as per details below:

Uptime	Penalty /Quarter
99.99% & Above	NA
99.98% to 98%	3% of the Total Project Cost per Quarter
97.99% to 97%	5% of the Total Project Cost per Quarter
96.99% to 95%	10% of the Total Project Cost per Quarter
Less than 95%	Penalty at an incremental rate of 1% (in addition to a base of 10%) of the Total Project Cost/Quarter for every 0.5% lower than the stipulated uptime

Penalties shall also be applicable if the technical declines from the service provider are more than the threshold/ acceptable level of 2%.

Technical declines	Penalty/Quarter
2%	NA
2-3%	2% of the project Cost/Quarter
4-5%	3% of the project Cost/Quarter
5-8%	5% of the project Cost/Quarter
8-10%	10% of the project Cost/Quarter

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

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

Note: SLA will be monitored on Quarterly basis.

Service Levels:

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

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

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

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

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

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

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

Severity Level	Response	Restoration	Resolution
Severity-1	30 mins.	1 hrs.	1 day
Severity-2	30 mins.	3 hrs.	2 days
Severity-3	30 mins.	12 hrs.	3 days

Penalties for Non Compliance to Restoration and Resolution Time:

Severity Level	Restoration Breach	Resolution Breach

Severity-1	3 days of AMC Cost/Month for every 3 hrs. of delay in restoration	3 days of AMC Cost/Month for every 1 day of delay in resolution
Severity-2	3 days of AMC Cost/Month for every 6 hrs of delay in restoration	3 days of AMC Cost/Month for every 2 days of delay in resolution
Severity-3	3 days of AMC Cost/Month for every 12 hrs delay in restoration	3 days of AMC Cost/Month for every 5 days of delay in resolution

Penalty for delayed Delivery:

Without prejudice to the rights of Bank to terminate this agreement/ the related purchase order, in case of the failure to deliver the solution/milestones within the stipulated timelines, penalty shall be levied for every 1 week delay beyond due date at the rate of 1% of the order value of delayed item/milestone (inclusive of all taxes, duties, levies etc), up to a maximum of 10 weeks form the original delivery date .If delay exceeds 10 weeks, bank may in its sole discretion and without being bound to do so, extend the date of delivery or can invoke PBG and cancel the entire contract. In the event of the Bank agrees to extend the date of delivery at the request of the Company, it is a condition precedent that the validity of the Performance Bank Guarantee submitted by the Company in regard to the supply and maintenance etc. of the solution shall be extended by further period as required by the Bank before the expiry of the original Bank Guarantee. Failure to do so will be treated as breach of contract. Service Provider shall be excused of delay in case the installation could not be completed due to reasons not attributable to bidder, which shall be determined by Bank. Decision of Bank in this regard shall be final and binding.

Delivery & Installation:

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

PROJECT PHASES:

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

1. PROJECT PLAN:

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

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

2. PROJECT MILESTONES & DELIVERY

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

S.No	Project Milestone Delivered	Duration
1.	Issuance of PO	0 week
2.	Submission of Project Implementation Plan, Project Team Details and Infrastructure Details. Requirement gathering, BRD documentation, and sign-off by the Bank along with execution of SLA/NDA.	Within 2 Weeks from issuance of PO
3.	Development, installation, configuration, UAT Delivery	within 10 weeks from issuance of PO
	Testing of solution and UAT sign off	
	Enterprise Wide Go Live	
4.	Successful Go –live at DR	within 12 weeks from issuance of PO
5.	Post-implementation advisory (ongoing)- Periodic compliance audits, regulatory update tracking, incident/breach response support, DPB liaison assistance	Week 12 onward, surviving AMC expiry

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

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

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

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

EXTENSION OF DELIVERY SCHEDULE:

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

NON-DELIVERY:

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

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

4. **OPERATIONALIZATION OF SOLUTION:**

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

5. **REVIEW:**

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

Contract Period

The Contract shall be effective from date of acceptance of PO and shall be valid till (___date___), i.e 3 years from go live of the solution (___date___), unless or until terminated by Bank in accordance with the terms of this SLA. Thereafter the contract may further extended if both parties wish to continue on the mutually agreed terms and conditions subject to satisfactory performance of the vendor.

Warranty & AMC

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

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

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

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

a. Diagnostics for identification of systems failures

b. Protection of data/ Configuration

c. Recovery/ restart facility

d. Backup of system software/ Configuration

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

Relocation and Shifting

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

Payment Terms

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

a) The Payments shall be made on the achievement of the following project milestones:

S.No	Project Milestone Delivered	Payment

1	Submission of Project Implementation Plan, Project Team Details and Infrastructure Details. Requirement gathering, BRD documentation, and sign-off by the Bank along with execution of SLA/NDA.	10% of Implementation Cost	
2	Development, installation, configuration, UAT Delivery	20 % of Total license Cost	10 % of Total Implementation Cost
5	Testing of solution and UAT sign off	10% of Total license Cost	20% of Total Implementation Cost
6	Enterprise Wide Go Live	30 % of Total license Cost	20 % of Total Implementation Cost
7	3 Months after Successful Go -live (Post Final acceptance sign-off)	20% of Total license Cost	30% of Total Implementation Cost
8	Successful Go -live at DR	20 % of Total license Cost	10 % of Total Implementation Cost
9	AMC	Quarterly in arrears	
10	Manday Cost (For additional changes post Successful go live of all modules)	As per actuals	
11	Training and Awareness	Post completion of training	

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

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

Assignment

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

Entire Agreement, Amendments, Waivers.

i. This Master Agreement and each Service Attachment contains the sole and entire agreement of the parties with respect to the entire subject matter hereof, and supersede any and all prior oral or written agreements, discussions, negotiations, commitment, understanding , marketing

brochures, and sales correspondence and relating thereto. In entering into this Master Agreement and each Service Attachment each party acknowledges and agrees that it has not relied on any express or implied representation, or other assurance (whether negligently or innocently made), out in this Master Agreement and each Service Attachment. Each party waives all rights and remedies which, but for this Section, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance.

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

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

Severability

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

Remedies Cumulative

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

Partnership / Collaboration / Subcontracting

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

Successful Bidder without prior written consent of the Bank

Confidentiality

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

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

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

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

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

The restrictions mentioned hereinabove shall not apply to:-

(a) any information that publicly available at the time of its disclosure; or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same; or

(b) any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any government, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosures, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

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

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

Information Security:

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

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

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

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

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

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

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

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

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

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

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

- Ensure the security and confidentiality of Customer Data, Protect against any anticipated

threats or hazards to the security or integrity of Customer Data, and

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

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

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

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

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

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

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

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

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

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

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

Termination of Contract

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

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

For Convenience: BANK by written notice sent to the Company may terminate the contract in whole or in part at any time for its convenience giving 60 days prior notice.

In the event of termination of the Agreement for the Bank's convenience, Successful Bidder shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

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

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

In the event of termination, the company shall compensate the Bank to the extent of loss suffered by the Bank on account of such termination provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BANK. The Bank

shall inter-alia have a right to invoke the Performance Bank Guarantee submitted by the Company in regard to the supply and maintenance etc. of the solution for realizing the payments due to it under this agreement including penalties, losses etc.

Indemnity

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

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

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

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

Right to Audit

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

Limitation of Liability

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

Exit Clause

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

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

Force Majeure

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

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

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

iv. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months,

the Bank and The Successful Bidder shall hold consultations in an endeavor to find a solution to the problem.

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

Intellectual Property Rights

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

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

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

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

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

Corrupt and Fraudulent practice.

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

Governing Laws and Dispute Resolution

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

The Bank and the Successful Bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank for **Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and Rules** and designated representative of the Successful Bidder. If designated Officer of the Bank and representative of the Successful Bidder are unable to resolve the dispute within reasonable period, which in any case shall not exceed 30 days they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and the Successful Bidder respectively. If even after elapse of reasonable period, which in any case shall not exceed 60 days, the senior authorized personnel designated by the Bank and the Successful Bidder are unable to resolve the dispute amicably OR any party fails to designate its officer/representative/ senior authorized personnel within days from the date of request in writing for the same by the other party for amicable settlement of dispute, the dispute shall be referred to a sole arbitrator to be appointed by Bank. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceeding and the venue of the arbitration shall be at Srinagar. The language of the arbitration proceedings shall be in English. The award of the arbitrator shall be final and binding. The courts at Srinagar shall have exclusive jurisdiction at Srinagar.

Notices

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or by post or courier or facsimile or e- mail to the address below, and shall be deemed to be effective if sent by

personal delivery, when delivered, if sent by post, three days after being deposited in the post and if sent by courier, two days after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number) and if sent by e-mail (on receipt of a confirmation to the correct email)

Following shall be address of BANK for notice purpose:

The Deputy General Manager
Information Security
Corporate Headquarters
Jammu & Kashmir Bank MA Road, Srinagar

Following shall be address of Company for notice purpose:

_____
_____
_____

Other Terms and Conditions

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

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

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

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

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

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

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

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

Agreed and signed on behalf of	Agreed and signed on behalf of
Company's Authorized Signatory	J&K Bank Limited
Name……	Name……
Designation……	Designation……
Witness (1):	Witness (1):
Name……	Name……
Designation……	Designation……
Witness (2):	Witness (2):
Name……	Name……
Designation……	Designation……

Annexure K: Undertaking

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

The Deputy General Manager
Information Security
Corporate Headquarters
Jammu & Kashmir Bank MA Road, Srinagar

Dear Sir,

Sub: RFP no: _____ for Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and Rules.

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and Rules** to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

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

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

We enclose cost of RFP Rs.2,500/- (One Thousand Five Hundred Only) and EMD of Rs.12,00,000/- (Rupees Twelve Lacs Only) in Bank Transfer/Demand Draft/Bank Guarantee favoring J&K Bank Ltd, towards cost of RFP/bid security, details of the same is as under

No. :

Date:

Name of Issuing Bank:

Dated at _____this _____day of _____2026

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

We agree to all terms & conditions of the RFP.

Place:

Seal and signature of The Bidder

Annexure L: Know Your Employee (KYE) Clause

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

1. We on the behalf of _____ (name of the company) hereby confirm that all the resources (both on-site and off-site) working on the Bank's project ie **Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and Rules** have undergone KYE (Know Your Employee) process and all the required checks have been performed prior to employment of said employees as per our policy.
2. We confirm to defend and keep the bank indemnified against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for **Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and Rules.**

Sign and seal of Competent Authority
Name of Competent Authority
Dated

Annexure M: OEM Authorization Form

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

No. _____ dated_____

Offer Reference No.:_____

To
The Deputy General Manager
Information Security
Corporate Headquarters
Jammu & Kashmir Bank M.A Road, Srinagar

Dear Sir,

Sub: RFP no: _____ for Supply, Implementation of Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and Rules dated _____

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

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

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

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

Yours faithfully,
(Name)
For and on behalf of
M/s_____(Name of OEM)

Annexure N: Resource Deployment and Competency Requirements

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

1. **Deployment of Project Manager for Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and Rules implementation and Oversight**

   The selected bidder shall facilitate a dedicated Project Manager to oversee the implementation process, the assigned Project Manager needs to be constantly coordinate with the Bank's Project & Business teams for effective & timely implementation of the project.

   The Project Manager should have:
   A minimum of 5 years of overall IT experience and 3 years of experience handling **Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and Rules** implementation.

2. The select bidder shall deploy sufficient onsite Domain Experts for quick implementation of the Project strictly as per the Bank's timelines of the project guided by a Solution Architect.

   Domain Expertise Requirement

   Project Manager: A minimum of 2 **Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and Rules** projects.

   Solution architect: A minimum of 3 Implementations
   Domain Experts: A minimum experience of 2 years in **Data Privacy Framework as per Digital Personal Data Protection Act (DPDPA) 2023 and Rules** implementation.

   Post go-Live of the application:

The vendor shall provide qualified (certified solution experts) onsite support resource

1. (One L3 resource) to ensure smooth operation, timely issues resolution and effective knowledge transfer to the Banks officials. Besides scope mentioned under "OTS" sub heading must be complied by the successful bidder.

2. The resource shall be available onsite at bank's location(Srinagar/Delhi/Mumbai) during standard business hours with the flexibility to support extended hours and weekend for resolution of critical issues.

3. The quality of the service provider shall be periodically accessed periodically by the bank to ensure compliance with the agreed service levels.

4. The bidder shall submit detailed resumes of the proposed Onsite resources, clearly indicating their domain expertise, years of experience, relevant certifications, and experience in similar banking/BFSI engagements. The Bank reserves the right to verify and assess these profiles.

Place:
Date:

Seal and signature of the bidder

Annexure O: Template for Pre-Bid Queries

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

Bidders must provide their queries on eligibility criteria, scope of work, terms & conditions etc. in format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/ comments/ suggestions/ deviation.

All inquiries must adhere to the structure detailed below to ensure clarity and facilitate efficient processing. Please submit your questions in the below template.

Bidder Name: Contact Person: Contact no / email id:					
S.N.	**RFP Ref Page No.**	**Section No. / Clause No.**	**Existing Clause**	**Query / Clarification Sought**	**Bank Response**
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Authorized Signatory
Place:
Date:
Name
Designation
Office Seal

Annexure P: Undertaking of Information Security

(To be submitted under the letter head of the bidder company and signed by Authorized Signatory with name and seal of the company)

The Deputy General Manager
Information Security
Corporate Headquarters
Jammu & Kashmir Bank M.A Road, Srinagar

Dear Sir,

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done).

Date:

Name and Designation of Signatory:

Name of Company:

Address:

Note: This form must be signed by authorized signatory.