



जम्मू एवं कश्मीर ग्रामीण बैंक
JAMMU AND KASHMIR GRAMEEN BANK
Scheduled Bank Owned by Government

**Request for Proposal (RFP)
FOR IMPLEMENTATION OF MICROSOFT ACTIVE
DIRECTORY SOLUTION ALONG WITH SUPPORT
SERVICES FOR
JAMMU AND KASHMIR GRAMEEN BANK (Limited
Tender).**

Ref. No. JKGB/IT/ADS/2025- 4789

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ABBREVIATIONS AND ACRONYMS

The following abbreviations and acronyms defined in this RFP are as under:

BG	Bank Guarantee
DC	Data Centre
DRC	Disaster Recovery Centre
IPR	Intellectual Property Rights
LAN	Local Area Network
JKGB	Jammu and Kashmir Grameen Bank
OEM	Original Equipment Manufacturer
RFP	Request for Proposal
PBG	Performance Bank Guarantee
SLA	Service Level Agreement
VSAT	Very Small Aperture Terminal
AD	Active Directory
DNS	Domain Name System

DISCLAIMER

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

This RFP document is not an agreement and is not an offer or invitation by the JKGB to any other Party. The purpose of this RFP document is to provide interested parties with information to assist in formulation of their Proposal. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons or entities, and it is not possible for JKGB, their employees, consultants or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain bidder may have a better knowledge of the proposed project than others. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. JKGB, its representatives, their employees, consultants and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

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

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

3. INTRODUCTION

- **ABOUT JAMMU AND KASHMIR GRAMEEN BANK:**

Jammu and Kashmir Grameen Bank, established on 01st May 2025 through amalgamation of J&K Grameen Bank and Ellaquai Dehati Bank vide Government of India gazette notification CG-DL-E-07042025-262329 dated 07 April 2025.

The network of the Bank consists of Eight Regional Offices and 330 branches i.e. 326 branches in the UT of Jammu & Kashmir and 4 branches in the UT of Ladakh, which are engaged in providing all kind of financial services in both the Union Territories.

- **OBJECTIVE:**

Jammu and Kashmir Grameen Bank (hereinafter referred to as “Bank”) invites Request for Proposal (hereinafter referred to as “RFP” or “Tender”) for Selection of Service Integrator (hereinafter referred to as “SI”) for implementation and support of Active Directory (hereinafter referred to as “AD”) services across Branches, Offices and DC/DR Site of Jammu and Kashmir Grameen Bank.

- **BACKGROUND**

The Bank’ Data Centre (DC) is located in Noida and Disaster Recovery Centre (DRC) at Mumbai. The DC and DRC are connected to the Branches, Regional Offices and Head Offices through Wide Area Network. All desktop computers at branches & offices are having Windows Client Operating Systems. All branches and regional offices are connected to DC and DRC in HUB and spoke model.

- **INTRODUCTION**

The Jammu and Kashmir Grameen Bank (JKGB) intends to deploy centralized Microsoft Active Directory solution with integrated DNS environment in its premises for around 1700+ existing client machines, which will be joined to domain by 1700+ users and profile migration will be performed to move user profiles from workgroup to domain for all existing users.

Consolidation of domain structure will help in reduction of administrative complexity and overheads with central policies deployment. Also, the same can be used for deploying and authenticating various other applications like Email System, and other Banking and Non-Banking applications Deployed on premise.

JKGB also intends to deploy Active Directory Management and Monitoring Tool for Management, Auditing and Reporting purpose.

JKGB is currently not using any Active Directory Servers. Please find below user base for Active Directory implementation:

- Head Office (1 Unit): 100 Users approximately.
- Regional Offices (8 Units): 10 Users (max.) per RO which comes to 80 Users in total approximately.
- Branch Offices (330 Units): 05 Users (max) per Branch, which comes to 1,650 User in total approximately.

Jammu and Kashmir Grameen Bank (JKGB) is having their footprints in the following locations:

- Bank is having Head Office at Jammu, J&K
- Bank is having Eight (08) Regional Offices located at: Jammu, Kathua/Samba, Rajouri/Poonch, Baramulla, Bandipora, Kupwara, Srinagar and Anantnag.
- Bank is having Three Hundred and Thirty (330) Branches.

Jammu and Kashmir Grameen Bank (JKGB) is having its Data Centre at Noida and Disaster Recovery site at Mumbai.

Jammu and Kashmir Grameen Bank (JKGB) is using Desktop Operating System as below:

- Bank using Microsoft Windows 8, Windows 10 and Windows 11 as Endpoint / Client Operating System.

Single Sign on (SSO) shall be implemented in Jammu and Kashmir Grameen Bank (JKGB) on Bank's demand through Email, which has been hosted on Cloud.

- Post deployment of Active Directory, if needed, Service Provider/Partner for Other Banking and Non-Banking Applications will configure the system for AD integration.

- **COST OF THE RFP:**

The Bidder shall bear all costs associated with the preparation and submission of its bid and JKGB will, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

- **DUE DILIGENCE:**

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the decision of JKGB on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned after the final declaration of the successful Bidder. The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1. Any query received after the last date for submission of pre-bid queries will not be considered.

- **OWNERSHIP OF THIS RFP:**

The content of this RFP is a copy right material of Jammu and Kashmir Grameen Bank. No part or material of this RFP document should be published in paper or electronic media without prior written permission from JKGB.

4. IMPORTANT DATES

Tender Reference Number: JKGB/IT/ADS/2025/		
1	Date of uploading of RFP on bank's website	15.10.2025
2	Pre-bid Queries to be submitted on or before	24.10.2025
3	Last date & time for submission of Bid Documents	01.11.2025 17:00 HRS
4	Address for communication/Submission of bids	GM, IT Department Jammu and Kashmir Grameen Bank Head Office Narwal, Jammu Pincode : 180006 e-Mail : it.hoj@jkgb.in infosecurity@jkgb.in Phone : 7051510171 / 7051510172
5	Date of opening of Technical Bid	03.11.2025 15:00 HRS
6	Place of opening of Bids	IT Department, Head Office Jammu and Kashmir Grameen Bank, Narwal Jammu – J&K

Date of Opening of Commercial bid shall be communicated post opening of Technical bid.

5. SCOPE OF WORK

- **REQUIREMENT SUMMARY:**

The broad summary of requirement (not limited to) under this project are as under:

1. Bidder is required to deploy Active Directory infrastructure with integrated DNS, Active Directory Management and Monitoring Tool at Bank's Data Centre (primary) and Disaster Recovery (secondary) site and Support Service for the Deployed infrastructure for Three (03) years.
2. One Thousand Six Hundred (1700) Users will come under Active Directory in the beginning and estimated count would be Three Thousand (3000) within a span of Five (05) to seven (07) years.
3. Bank intends to deploy Active Directory Management and Monitoring Software, to be deployed on premise for day to day monitoring, Auditing and reporting of the Active Directory infrastructure.
4. Bank will provide the required Servers/Windows Server Licenses for implementation of the solution.
5. To resolve the day to day operational issues and to support the end users of JKGB, Bidder should deploy sufficient manpower for remote support to manage helpdesk support for during the Banks standard Working Hours.
6. The support manpower will also be responsible for providing support in managing and monitoring the Active Directory infrastructure, AD Management Tool, provide AD related reports as and when required
7. Bidder should provide remote support for configuring all the 1700 Client / Endpoint device to connect to Active Directory including the User Profile Migration across all locations (DC, DR, HO, RO & Branch).
8. Bidder should provide SOPs for configuring /on boarding all endpoints and users on AD setup including all the required day to day operational issues like User profile migration, password expiry, user deletion, new user creation etc.
9. Delivery and installation of servers at Data Center, Disaster Recovery Centre and Head Office will be under scope of Bank. Bank will provide the Rack Space, Network Switch Port and UPS Power Sockets at Datacenters and Disaster Recovery Site.
10. Bidder shall share the Firewall Ports and other Access requirements for the Active Directory and related Services, in turn Bank will arrange to make the necessary changes in the Firewall and network devices.
11. Software updates and patch management related to AD and security configuration changes are within the bidder's scope.
12. Bidder shall ensure implementation of Role-Based Access Control (RBAC) within the Active Directory environment to enforce least privilege and secure access management across all user categories.
13. Bidder shall configure and maintain Group Policies (GPOs) to enforce standardized security, desktop, and operational configurations across all endpoints.
14. Bidder shall integrate AD infrastructure with Bank's existing authentication systems, including 2FA/MFA mechanisms, wherever applicable, to ensure secure login protocols.
15. Bidder shall maintain detailed audit trails and access logs, and provide periodic reports on user activity, policy changes, and administrative actions as per Bank's compliance requirements.

16. Bidder shall conduct quarterly health checks of the AD infrastructure and submit performance and compliance reports to the Bank's IT team.
17. Bidder shall ensure disaster recovery readiness, including replication of AD services between DC and DR sites, and periodic DR drills to validate failover capability.
18. Bidder shall provide training and knowledge transfer sessions to designated Bank personnel on AD operations, monitoring tools, and SOPs.
19. Bidder shall maintain a ticketing and escalation matrix for AD-related support issues, ensuring resolution within defined SLAs.
20. Bidder shall ensure compliance with RBI, CERT-In, and Bank's internal IT security guidelines throughout the implementation and support period.
21. Bidder shall maintain version control and documentation for all configurations, changes, and updates made to the AD environment during the contract period.
22. Bidder shall assist in integration of AD with future applications or platforms adopted by the Bank, subject to compatibility and scope.

6. Active Directory Monitoring Software Tool

Bidder should procure, install/configure software of an Active Directory Monitoring tool and integrate the same with all Domain Controllers to fulfil all but not limited to below mentioned requirements:

SL No	List	Minimum list of features
1.	Active Directory Management	1. Web-based, Active Directory management tool interface 2. Single-console Active Directory & Exchange management 3. User creation, in bulk, via customizable templates and CSV. 4. Creating accounts for multiple users at once 5. Modifying attributes for multiple users 6. Resetting passwords for multiple user accounts 7. Changing users' display names 8. Creating Exchange mailboxes and applying Exchange policies 9. Enabling, disabling, and deleting inactive accounts in AD 10. Moving users between OUs 11. Automating bulk user management 12. Modify the Terminal Services home folder and profile path for users. 13. Modify startup programs for users logging in from Terminal Services. 14. Modify session durations, active session limits, idle session limits, etc. 15. Enable or disable remote control properties. 16. Enable or disable USB ports.
2.	Active Directory User Reporting interface	1. Fully web-based intuitive UI. 2. Completely Customizable. 3. Instant Update / Modify options 4. Easy to generate / Schedule Reports / Automated Report generation. 5. Simple Table format

		6. Restriction of report generation to specific OUs. 7. Exportable in various formats (CSV, Excel, PDF, HTML, CSVDE). 8. Compliance Based (SOX, HIPAA, etc)
3.	AD Report	1. All Users Report 2. Group Report 3. Recently Deleted Users Report 4. Recently Created Users Report 5. Recently Modified Users Report 6. Dial-in Allow Access Report 7. Dial-in Deny Access Report 8. Users with Logon Script Report 9. Users without Logon Script Report 10. Disabled Users Report 11. Locked Out Users Report 12. Account Expired Users Report 13. Recently Account Expired Users Report 14. Soon-to-expire User Accounts Report 15. Account Never Expiry Users Report 16. Inactive Users Report 17. Recently Logged on Users Report 18. Users' Real Last Logon Times Report 19. Logon Hour Based Report 20. Users Never Logged On Report 21. Enabled Users Report
4.	Active Directory User Interfaces	1. A single sign-on interface for end user 2. Interface to easily integrate Identity management of all allied services. 3. A control interface to easily configure workflows 4. Self Service interface for end users to change password and request for access to allied applications. 5. Admin interface to control AD, DNS 6. Auditor interface to check and generate reports

- **ACTIVE DIRECTORY USER INTERFACES**

Bidder should provide a Solution as per below details:

Sl. No	Domain Controller type	Physical Server Quantity	Location of Placement
1.	Active Directory Management Software	HA setup in DC and DR location of Bank	Primary Datacenter Noida and Disaster Recovery Center, Mumbai

7. ELIGIBILITY CRITERIA

S.No.	Bidder Financial and other information	Supporting Documents Required
1	The bidder must be a Limited Company, registered in India under the companies Act 1956 (Proof required). The bidder should have registered office with legal presence in India.	Certificate of Incorporation
2	The bidder should have implemented the solution in at least one BFSI with atleast 1000 clients/users.	Client certificates and client contracts.
3	The bidder should have a minimum turnover of Rs. 3 Crores per year during last 3 years to apply for the bidding process. This must be the individual Company's turnover and not that of any group of Companies.	Audited balance sheets of the bidder for the past 3 years. The bidder must ensure that the name of the legal entity specified on the proposal must correspond to the name on the financial statements.
4	The bidder should have a net profit during each of the last 3 years to apply for the bidding process.	Profit and Loss Statement of the bidder for the past 3 financial years.
5	The bidder should not be blacklisted by any Public/Private sector Bank/Government Organization.	A self-attested certificate be attached with the bid in this regard. (As Annexure – 6)
6	The bidder should Microsoft Certified Partner.	Letter of authorization from OEM (Microsoft)

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will result in the rejection of the offer. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.** BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

• **NOTE:**

1. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
2. Bidders need to ensure compliance with all the eligibility criteria points.
3. In case of corporate acquisition, split of a company, certificate of incorporation, financial statements, credentials prior to such restructuring could be furnished.
4. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:

- a. In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer'.
- b. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.
5. The final solution mentioned above refers to the solution based on the scope given in this RFP.
6. The decision of the bank shall be final and binding in this regard. Any deviations will be ground for disqualification.
7. The Bank is not obligated to procure all software or services specified in this Request for Proposal (RFP). The Bank reserves the right to place an order for all, some, or any of the items listed in the RFP at its sole discretion.

8. PROJECT TIME LINE

SL No.	Activity	Days from date of release of Purchase Order
1.	Acceptance of Purchase Order	Within 7 days
2.	Signing of SLA and NDA	Within 45 days
3.	Submission of Performance Bank Guarantee	Within 30 days
5.	Installation of Applications, Licenses, configuration of all services	Within 60 days
6.	Testing of AD services	Within 90 days
7.	Attachment of all 1700 users to domain and on-boarding to AD (Bank shall onboard users and bidder shall provide support)	Within 120 days
8.	Project go-live	121 st day

9. PROJECT GO-LIVE:

The project shall be deemed to have achieved Go-Live status upon fulfilment of the following conditions:

1. The Bank's Technical Committee has reviewed and confirmed the complete implementation of all project-specific technical requirements.
2. All designated users have been successfully mapped to the Domain Controller.
3. Security measures have been implemented in accordance with globally recognized standards.
4. All Bank-mandated policies have been duly configured and enforced.
5. High Availability and Failover testing has been conducted and validated successfully.
6. The Bank has issued a formal Project Go-Live Certificate to the successful bidder

10. PENALTY

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

Any delay in completion of the work over the stipulated period will attract penalty of 0.2% of the contract value per day subject to maximum of 20% of the contract value. The Bank reserves its right to

recover this amount by any mode, which includes adjusting from any payment to be made by the Bank to the supplier.

Maximum delay of 3 months is tolerable, beyond which bank reserves the right to cancel the order and PBG of the vendor will be forfeited in such case.

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

Response time	Resolution time	Amount of Penalty
1 hour	2 hours for critical priority 6 hours for Medium priority 12 hours for low priority	No Penalty
More than 1 hour	More than above mentioned time	0.1% for delay of each hour, of amount payable for the quarter

If resolution time lines are not met and vendor is penalised for 60 hours in a quarter, Bank shall have full right to terminate the contract.

The penalty shall be deducted / recovered by the Bank from any money due or becoming due to the vendor under the contract or may be recovered by invoking the bank guarantees or otherwise from Vendor or from any other amount payable to Vendor in respect of other orders.

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

As per Law, applicable service taxes will be charged on penalty charges and the same will be recovered from the vendor.

11. Payment Terms

- 25 % Payment shall be released after implementation of the project and UAT Sign off by the Bank
- 50% Payment shall be released after successful Go live of the project and rest 25% payment shall be released after completion of 1 year of the project.
- The project shall be under AMC for further 2 years after completion of initial 1 year warranty period from Go Live Date.
- The AMC shall commence after the end of warranty period (i.e. one year from Go live).
- The AMC payment shall be released on a quarterly basis, in arrears, calculated on a pro-rata basis.
- Extension of the project after AMC period shall be on mutually agreed rates and terms and conditions of both the parties.

12. Warranty

All the goods and services quoted in response to this Request for Proposal shall have an offsite warranty. The services offered shall include Warranty for the 1 year from the go-live date as start date.

For subsequent Years (i.e. 2nd and 3rd year) the AMC shall be included in the bid. Commercial Bid evaluation will be done including AMC charges for a total of 3 years taken together.

13. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 180 (One Hundred eighty) days after the date of bid opening prescribed by the Bank. The Bank holds the rights to reject a bid valid for a period shorter than 180 days without any correspondence. In exceptional circumstances, where the validity of the Bid period has to be increased,

the request shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable and the bidder will not be permitted to modify its Bid. The Bid Security provided shall also be suitably extended. In any case the bid security of the Bidders will be returned after completion of the process.

14. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank has the right to re-issue tender/bid. The Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all Bidders. The Bank will not be obliged to meet and have discussions with any Bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of The Bank in this regard shall be final, conclusive and binding upon the Bidder.

15. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS / CANCELLATION OF TENDER PROCESS

BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue or cancel this RFP. Further please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

16. PRELIMINARY SCRUTINY

- a) The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b) The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- c) The Bank will first examine whether the Bid and the Bidder is eligible in terms of Eligibility Criteria.
- d) Prior to technical evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee, Eligibility Criteria, will be deemed to be a material deviation.
- e) The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- f) If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

17. EVALUATION OF BIDS

- a) Bids of only those Bidders who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. The Bidders who do not meet the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- b) The Bank may use the services of external consultants/Advisors for evaluation.
- c) The Bank reserves the right to evaluate the bids on Technical Specifications including visit to a reference site of the bidder and witness demos of the system and verify functionalities, response times, point to point conformity of the scope/ functional requirements/technical specifications mentioned in the RFP.
- d) Bidders who fulfill all qualifications mentioned in Eligibility Criteria of this RFP are eligible to participate in this tender process.
- e) Bank will evaluate the Technical Specifications responses of the Bidder. Bank reserves the right for rejection of the bidder on non-compliance of any point/clause specified in this RFP.
- f) Bank reserves the right to waive any of the Technical Specifications during Technical Evaluation if in the Bank's Opinion it is found to be minor/deviation or acceptable deviation.
- g) During evaluation of the Bids, the Bank at its discretion may ask a bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- h) Bidders may be called to give a POC/demo of their solutions with its capabilities at their own cost, which will be taken into account for Technical Evaluation of the Bidders.

18. COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

It shall be the sole responsibility of the Vendor to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP.

19. INTELLECTUAL PROPERTY INDEMNITY & INDEMNITY AGAINST MISUSE OF LICENSE

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

20. FORMAT FOR TECHNICAL BID

The Technical bid must be made in an organized and structured manner in the following form:

- a. Index
- b. Covering Letter (Annexure-1)
- c. Conformity to compliance of Scope of Work of the RFP on bidder's letter head.
- d. Conformity to compliance of Eligibility Criteria (Table-A) mentioned in RFP on bidder's letter head.
- e. Supporting Documents for Technical Specifications (Annexure-2).
- f. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
- g. Performance Bank Guarantee as per format in Annexure-3 to be submitted by selected bidder after issuance to Purchase Order.
- h. A statement that the Bidder is agreeable to the Service Level agreement as detailed in the RFP as Annexure-4.

- i. A statement that the Bidder is agreeable to the NDA as detailed in the RFP as Annexure-5.

Note: Technical bid must be sealed in an envelope. All Claims made by the Bidder will have to be backed by documentary evidences. The bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required or to submit a Bid not substantially responsive to the Bank in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

21. FORMAT FOR COMMERCIAL BID

The Commercial bid shall be submitted as per the following format;

S.No	Particulars	Rate/ Price (INR)
1	Implementation of Microsoft Active Directory Management System with 1 year warranty	
2	AMC for Microsoft Active Directory Management System for 2nd year (after completion of 1year of warranty period)	
3	AMC for Microsoft Active Directory Management System for 3rd year	
4	Active Directory Management and Monitoring Tool with 1 year warranty	
5	AMC for Active Directory Management and Monitoring Tool for 2nd year (after completion of 1year of warranty period)	
6	AMC for Active Directory Management and Monitoring Tool for 3rd year	
	Total	

Note:

- The Commercial Bid must be sealed in an envelope separate from the Technical Bid envelope. Both sealed envelopes, one for the Technical Bid and one for the Commercial Bid, should be placed in an outer sealed envelope.
- All Rates /Prices should be quoted exclusive of all taxes.
- The prices quoted shall be inclusive of installation, customization, training and maintenance and support charges for 3 years.

22. SELECTION OF BIDDER

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

Technical/Functional Requirements	60
Presentation/Demo	40

Financial/Commercial bids of those bidders will be opened who obtain minimum qualifying technical scores of 70. The technical score shall be evaluated by the designated technical committee of the bank.

The combined marks of both the Technical and Financial/Commercial proposals as per Weightage stated will determine the Final Attained Marks. Based on the total marks obtained in Technical and Commercial Evaluation, the following is the methodology for calculating the Final Marks. Final Marks (F) = (C-low / C) * 30 + (T / T-high)* 70

C-low: Lowest Price quoted, C: Bid Price as quoted by the bidder T-high: Highest Technical Score Obtained, T: Technical Score obtained by the bidder.

The Bidder scoring the maximum Final Marks (F) shall be identified as successful bidder.

The Bank may at its discretion conduct reverse auction. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically.

ANNEXURE-1
COVERING LETTER

Tender Reference No.:_____

Date:_____2025

To, General Manager, Head Office
Jammu and Kashmir Grameen Bank.,
Narwal , Jammu

Sub: RFP FOR “IMPLEMENTATION OF MICROSOFT ACTIVE DIRECTORY SOLUTION ALONG WITH SUPPORT SERVICES FOR JAMMU AND KASHMIR GRAMEEN BANK”

Dear Sir,

In response to the your RFP vide reference no ____dated__, having examined and understood the instructions including all annexures, terms and conditions forming part of the Bid, we hereby enclose our offer.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to execute the order for IMPLEMENTATION OF MICROSOFT ACTIVE DIRECTORY SOLUTION ALONG WITH SUPPORT SERVICES FOR JAMMU AND KASHMIR GRAMEEN BANK as per terms and conditions of the RFP and as per the SLA to be signed with the Bank.

In the event of our selection by the Bank , we will submit a Performance Guarantee for a sum equivalent to 10% of the Project Cost till the period of contract in favor of the BANK effective from the month of execution of Service Level Agreement or successful go live whichever is earlier. Performance Guarantee will be kept valid till the period of contract. We will be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project.

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

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI.

Authorized Signatory

ANNEXURE-2
TECHNICAL REQUIREMENTS

Sl. No.	Evaluation Criteria	Supporting Documents Required	Max Marks	Scoring Pattern
1	Experience in Banking & Financial Sector – AD Integration Projects	Experience Certificates / Client References	15	5 marks per successful AD integration in BFSI domain (maximum 3 projects)
2	Experience in Non-BFSI AD Implementations	Experience Certificates / Client References	9	3 marks per successful AD implementation in non-BFSI sectors (maximum 3 projects)
3	Experience in User On-boarding under AD	Experience Certificates / Client References	15	- 1 mark for each implementation involving 1001–1500 users - 3 marks for each implementation involving 1501–2000 users - 5 marks for each implementation involving more than 2000 users (Maximum 15 marks)
4	Certification – CMMi Level	Valid Certificate	6	Level 3 – 3 marks Level 4 & above – 6 marks
5	Certification – ISO 27001	Valid Certificate	5	ISO 27001 – 5 marks
Total			60	

Authorized Signatory

Annexure 3-Performance Bank Guarantee

(FORMAT OF PERFORMANCE BANK GUARANTEE)

Bank Guarantee No:.....

Dated:.....

Bank:.....

To

General Manager,
Jammu and Kashmir Grameen Bank Head office,
Narwal

Jammu-180 006 (India)

WHEREAS_____ (Company Name) registered under the Indian Companies Act 1956 and having its Registered office at_____, hereinafter referred to as the BIDDER has undertaken project for IMPLEMENTATION OF MICROSOFT ACTIVE DIRECTORY SOLUTION ALONG WITH SUPPORT SERVICES FOR JAMMU AND KASHMIR GRAMEEN BANK on need basis of Jammu and Kashmir Grameen Bank in terms of the Purchase Order bearing No._____ dated_____, hereinafter referred to as “the CONTRACT.

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

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

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

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.

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.

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

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

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

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

NOTWITHSTANDING anything contained herein above;

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

This Guarantee shall be valid up to and including the (mention date); and

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

Dated the day of 20 For BANK

Authorized Signatory

ANNEXURE 4

SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) herein after referred to as "Agreement" is made between "M/S _____", a Company incorporated under the Indian Companies Act 1956 with its registered office at _____, hereinafter referred to as the "Company" which Expression shall, be deemed to mean and include the representatives, successors in interest, nominees, administrators and assignees etc. of the ONE PART through its authorized signatory _____ AND "The Jammu and Kashmir Grameen Bank", a Regional Rural Bank created by amalgamation of Jammu Rural Bank and Kamraz Rural Bank by Government of India while exercising power conferred by Sub-Section (1) of section 23(A) of the Regional Rural Bank's Act, 1976 vide notification dated 30th June 2009, issued by Ministry of Finance, Department & Financial Services, carrying on Banking Business, having its Head Office at Narwal, Jammu, Pin-180006, Jammu and Kashmir, hereinafter referred to as the "Bank" which expression shall be deemed to mean and include the representatives, successors in interest, nominees, administrators and assignees etc. of the OTHER PART through its authorized signatory Mr. _____, General Manager Jammu and Kashmir Grameen Bank

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

1. Term of Contract

This Agreement shall become effective on _____ (Effective Date) and shall remain valid for a period of three years and continue in full force and effect unless or until terminated by either party in accordance with the termination provisions stated herein. At the end of the term, the agreement may be renewed at the bank's option at mutually agreed terms and conditions between Bank and the vendor by signing of addendum to this master agreement.

2. Scope of Work:

- **REQUIREMENT SUMMARY:**

The broad summary of requirement (not limited to) under this project are as under:

23. Bidder is required to deploy Active Directory infrastructure with integrated DNS, Active Directory Management and Monitoring Tool at Bank's DataCentre (primary) and Disaster Recovery (secondary) site and Support Service for the Deployed infrastructure for Three (03) years.
24. One Thousand Six Hundred (1600) Users will come under Active Directory in the beginning and estimated count would be Three Thousand (3000) within a span of Five (05) years.
25. Bank intends to deploy Active Directory Management and Monitoring Software, to be deployed on premise for day to day monitoring, Auditing and reporting of the Active Directory infrastructure.
26. Bank will provide the required Servers/Windows Server Licenses for implementation of the solution.
27. To resolve the day to day operational issues and to support the end users of JKGB, Bidder should deploy sufficient manpower for remote support to manage helpdesk support for during the Banks standard Working Hours.
28. The support manpower will also be responsible for providing support in managing and monitoring the Active Directory infrastructure, AD Management Tool, provide AD related reports as and when required

29. Bidder should provide remote support for configuring all the 1600 Client / Endpoint device to connect to Active Directory including the User Profile Migration across all locations (DC, DR, HO, RO & Branch).
30. Bidder should provide SOPs for configuring /on boarding all endpoints and users on AD setup including all the required day to day operational issues like User profile migration, password expiry, user deletion, new user creation etc.
31. Delivery and installation of servers at Data Center, Disaster Recovery Centre and Head Office will be under scope of Bank. Bank will provide the Rack Space, Network Switch Port and UPS Power Sockets at Datacenters and Disaster Recovery Site.
32. Bidder shall share the Firewall Ports and other Access requirements for the Active Directory and related Services, in turn Bank will arrange to make the necessary changes in the Firewall and network devices.
33. Software updates and patch management related to AD and security configuration changes are within the bidder's scope.
34. Bidder shall ensure implementation of Role-Based Access Control (RBAC) within the Active Directory environment to enforce least privilege and secure access management across all user categories.
35. Bidder shall configure and maintain Group Policies (GPOs) to enforce standardized security, desktop, and operational configurations across all endpoints.
36. Bidder shall integrate AD infrastructure with Bank's existing authentication systems, including 2FA/MFA mechanisms, wherever applicable, to ensure secure login protocols.
37. Bidder shall maintain detailed audit trails and access logs, and provide periodic reports on user activity, policy changes, and administrative actions as per Bank's compliance requirements.
38. Bidder shall conduct quarterly health checks of the AD infrastructure and submit performance and compliance reports to the Bank's IT team.
39. Bidder shall ensure disaster recovery readiness, including replication of AD services between DC and DR sites, and periodic DR drills to validate failover capability.
40. (18) Bidder shall provide training and knowledge transfer sessions to designated Bank personnel on AD operations, monitoring tools, and SOPs.
41. Bidder shall maintain a ticketing and escalation matrix for AD-related support issues, ensuring resolution within defined SLAs.
42. Bidder shall ensure compliance with RBI, CERT-In, and Bank's internal IT security guidelines throughout the implementation and support period.
43. Bidder shall maintain version control and documentation for all configurations, changes, and updates made to the AD environment during the contract period.
44. Bidder shall assist in integration of AD with future applications or platforms adopted by the Bank, subject to compatibility and scope.

7. Active Directory Monitoring Software Tool

Bidder should procure, install/configure software of an Active Directory Monitoring tool and integrate the same with all Domain Controllers to fulfil all but not limited to below mentioned requirements:

SL No	List	Minimum list of features
1.	Active Directory Management	1. Web-based, Active Directory management tool interface 2. Single-console Active Directory & Exchange management 3. User creation, in bulk, via customizable templates and CSV. 4. Creating accounts for multiple users at once

		5. Modifying attributes for multiple users 6. Resetting passwords for multiple user accounts 7. Changing users' display names 8. Creating Exchange mailboxes and applying Exchange policies 9. Enabling, disabling, and deleting inactive accounts in AD 10. Moving users between OUs 11. Automating bulk user management 12. Modify the Terminal Services home folder and profile path for users. 13. Modify startup programs for users logging in from Terminal Services. 14. Modify session durations, active session limits, idle session limits, etc. 15. Enable or disable remote control properties. 16. Enable or disable USB ports.
2.	Active Directory User Reporting interface	1. Fully web-based intuitive UI. 2. Completely Customizable. 3. Instant Update / Modify options 4. Easy to generate / Schedule Reports / Automated Report generation. 5. Simple Table format 6. Restriction of report generation to specific OUs. 7. Exportable in various formats (CSV, Excel, PDF, HTML, CSVDE). 8. Compliance Based (SOX, HIPAA, etc)
3.	AD Report	1. All Users Report 2. Group Report 3. Recently Deleted Users Report 4. Recently Created Users Report 5. Recently Modified Users Report 6. Dial-in Allow Access Report 7. Dial-in Deny Access Report 8. Users with Logon Script Report 9. Users without Logon Script Report 10. Disabled Users Report 11. Locked Out Users Report 12. Account Expired Users Report 13. Recently Account Expired Users Report 14. Soon-to-expire User Accounts Report 15. Account Never Expiry Users Report 16. Inactive Users Report 17. Recently Logged on Users Report 18. Users' Real Last Logon Times Report 19. Logon Hour Based Report 20. Users Never Logged On Report 21. Enabled Users Report

4.	Active Directory User Interfaces	1. A single sign-on interface for end user 2. Interface to easily integrate Identity management of all allied services. 3. A control interface to easily configure workflows 4. Self Service interface for end users to change password and request for access to allied applications. 5. Admin interface to control AD, DNS 6. Auditor interface to check and generate reports
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- **ACTIVE DIRECTORY USER INTERFACES**

Bidder should provide a Solution as per below details:

Sl. No	Domain Controller type	Physical Server Quantity	Location of Placement
1.	Active Directory Management Software	HA setup in DC and DR location of Bank	Primary Datacenter Noida and Disaster Recovery Center, Mumbai

3. Performance Guarantee

The Bank will require the selected Bidder to provide a Performance Bank Guarantee, within 30 days from the date of acceptance of the Purchase Order, for an amount equivalent to 10% of the value of Purchase Order. Performance Guarantee shall be kept valid till completion of the project. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and warranty period.

In case the selected Bidder fails to submit performance guarantee Bank shall retain 10% of the total project cost until the completion of engagement with vendor from the amount payable to vendor.

4. Data Ownership

The Vendor agrees that the Bank owns the data, and that the Vendor is the custodian of the data under the overall guidelines of the Bank. The Vendor shall provide adequate levels of security to protect the confidentiality, availability and integrity of the data and other technology resources in its custody as part of this Agreement. The right to data, even in the event of disputes is solely with the Bank.

5. Service Management

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

5.1 "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 to the time Company Engineer attends the problem.

5.2 "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.

5.3 “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.

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

5.5 Call Response/Resolution and uptime commitments

Service/Type	Level
Service Window	24x7
Response Time	Within 1 hour
Resolution Time	2 hours for critical priority 6 hours for Medium priority 12 hours for low priority

6. Partnership / Collaboration / Subcontracting

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

7. Sensitive Information

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

The Vendor agrees to sign a Non-Disclosure Agreement with the Bank as per the Bank format (Annexure-6 of RFP)

8. General

This agreement document signed by both the parties shall constitute the entire binding contract between Vendor and Bank for the implementation of this project/contract .This Contract shall be governed in all respects by applicable laws in J&K and the Court of Jammu will have exclusive Jurisdiction in all matters of disputes.

9. Confidentiality

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

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

Possessed by Vendor prior to receipt from BANK, other than through prior disclosure by BANK, as documented by Vendor's written records;

Published or available to the general public otherwise than through a breach of Confidentiality;

Obtained by Vendor from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to BANK;

d. Developed independently by the Vendor.

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

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

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

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

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

10. INDEMNITY

The Company hereby indemnifies, protects and saves Bank and holds Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including attorney fees), relating to or resulting directly or indirectly from (i) an act of omission or commission of the Company, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement, (ii) breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Company, (iii) bonafide use of the deliverables and or services provided by the Company, (iv) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project, (v) claims made by the employees, sub-contractor, sub-contractors employees, who are deployed by the Company, under this contract, (vi) breach of confidentiality obligations of the Company, (vii) gross negligence or gross misconduct solely attributable to the Company or by any agency, contractor, subcontractor or any of their employees by the Company for the purpose of any or all of the obligations under this agreement. The Company shall further indemnify Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on BANK for malfunctioning of the device or software or deliverables at all points of time, provided however, (i) BANK notifies the Company in writing immediately on being aware of such claim, (ii) the Company has sole control of its defense and all related settlement negotiations. Company shall be responsible for any loss of data, loss of life, etc., due to acts of Company representatives, and not just arising out of gross negligence or misconduct etc., as such liabilities pose significant risk. The Company shall indemnify BANK (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

1. Non-compliance of the Company with Laws / Governmental Requirements.
2. Intellectual Property infringement or misappropriation.

3. Negligence and misconduct of the Company, its employees, sub-contractor and agents.
4. Breach of any terms of Agreement, Representation or Warranty.
5. Act of omission or commission in performance of service.
6. Loss of data.

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

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

11. TERMINATION OF CONTRACT:

For Convenience:

BANK, by written notice sent to the Company, may terminate the contract, in whole or in part, at any time for its convenience, providing three (3) months' prior notice. The notice of termination shall specify that the termination is for convenience, stipulating the extent to which the Company's performance under the contract is terminated and the date upon which such termination becomes effective.

For Insolvency:

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

For Non-performance

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

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

12. Consequences of Termination

In the event of termination of the Agreement for the reasons stated in Termination Clause of this agreement, the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be reasonably necessary to ensure an efficient transition and effective business

continuity of the Service(s) which the Vendor shall be obliged to comply with and take all reasonable steps to minimize loss resulting from that termination/breach and further allow the next vendor to take over the obligations of the Vendor in relation to the scope of the Agreement.

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

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

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

13. Disaster Recovery Mechanism

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

14. Migration

In the event of termination or expiry of the Term, the Vendor shall cooperate with the bank in migrating the data and shall delete all data of the Bank that may exist with the Vendor.

15. Ownership and Retention of Documents

The Bank shall own the documents, prepared by or for the Vendor arising out of or in connection with the Agreement"

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

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

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

16. Compliance with statutory and regulatory provisions

It shall be the sole responsibility of the Vendor to comply with all statutory, regulatory & Law of Land and provisions while delivering the Services.

17. Right to Audit

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

The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/

Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank.

Bidder should allow the Jammu and Kashmir Grameen Bank or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by Bidder within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. Bidder should allow the Jammu and Kashmir Grameen Bank to conduct audits or inspection of its Books and account with regard to Bank's documents by one or more officials or employees or other persons duly authorized by the Bank.

18. Audit and Inspection of records

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

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

19. Force Majeure

The Vendor or BANK shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving BANK or Vendor's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

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

20. Limitation of Liability

Notwithstanding anything contained herein, bidder shall be liable for any indirect, special, punitive, consequential or incidental damages (including, without limitation, loss of use, data, revenue, profits, business) under this agreement and the aggregate liability of bidder, under this agreement shall not exceed more than the total contract value.

Except as provided in this agreement there are no other express or implied warranties, representations, undertakings or conditions.

21. Resolution of Disputes

“In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavour to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each Party and such arbitrators shall appoint an umpire before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and shall be held in Jammu and conducted in English language.

The Court in Jammu alone shall have jurisdiction over such arbitration proceedings. The award of the Arbitration shall be final, conclusive and binding upon the Parties hereto as an award of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. Such award may be filed in any competent Court in Jammu.

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

22. Governing Laws

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

23. Address of Notices:

Following shall be address of BANK for notice purpose:

General Manager,
Jammu and Kashmir Grameen Bank,
Head Office, Narwal, Jammu- 180 006 (India)

Following shall be address of Company for notice purpose:

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

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

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

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

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

Agreed and signed on behalf of
Company's Authorized Signatory
(Authorized Signatory)

Agreed and signed on behalf of
Jammu and Kashmir Grameen Bank

ANNEXURE 5

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered on this ----- day of -----, 202 ("Effective Date") between Jammu and Kashmir Grameen Bank, established on 30th June 2009 under sub-section (1) of section 23-A of the RRB Act, 1976, having its Head Office at Near Fruit Complex, Narwal, Jammu (J&K)– 180006, hereinafter called the (Hereinafter referred to as "JKGB", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) ;

AND

_____, a company registered in _____ and having its registered office at _____ (Hereinafter referred to as "-----", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term "Disclosing Party" refers to the party disclosing the confidential information to the other party of this Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

JKGB and ----- shall hereinafter be jointly referred to as the "Parties" and individually as a "Party".

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between JKGB and ----- to perform the considerations (hereinafter called "Purpose") set forth in below:

(STATE THE PURPOSE)

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

Article 8: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 9: DISPUTE RESOLUTION

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Bhubaneswar, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

Article 10: GOVERNING LAW AND JURISDICTION

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Bhubaneswar in India.

Article 11: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 12: TERM

This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of three (3) years after the termination of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or otherwise discuss or make reference to such other Party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

JAMMU AND KASHMIR GRAMEEN BANK	TYPE COMPANY NAME
By:	By:
Name:	Name:
Designation:	Designation:

Witness 1:

Witness 2:

ANNEXURE 6
Undertaking By Bidder

Place:

Date:

**General Manager,
Head Office, Jammu and Kashmir Grameen Bank.,
Narwal, Jammu**

Undertaking (To be submitted by all Bidders' on their letter head)

We _____(bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)