



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

REQUEST FOR PROPOSAL [RFP]
FOR
SELECTION OF SERVICE PROVIDER FOR ON-BOARDING
WHATSAPP BANKING SERVICES FOR A PERIOD OF THREE YEARS

JAMMU AND KASHMIR GRAMEEN BANK

Issued by: Jammu and Kashmir Grameen Bank,
DAC Cell, IT Department
Head Office, Near Fruit Complex Narwal,
Jammu-180006

SECTION A - BID SCHEDULE & ABBREVIATIONS

1. BID SCHEDULE

Tender Reference Number:- JKGB/DAC/2025-26/5724		Dated:-19-11-2025
1	Date of uploading of RFP on bank's website and commencement of sale of Bidding Document	19-11-2025
2	Pre-bid Queries to be submitted on or before	05-12-2025 Time 16:00Hrs
3	Last date, time & Venue for submission of Bid Documents	10-12-2025 Time 14:00Hrs DAC Cell, IT Department, Head Office Jammu and Kashmir Grameen Bank, Near Fruit Complex, Narwal Jammu – J&K-180006
4	Date and Time of Technical Bid & Commercial Bid Opening	a. Technical Bid: 11-12-2025 Time: 15:00Hrs b. Commercial Bid opening date will be intimated to the Bidder/s qualifying in Technical Bid in due course.
5	Place of opening of Bids	DAC Cell, IT Department, Head Office Jammu and Kashmir Grameen Bank, Narwal Jammu – J&K
6	Address for communication/Submission of bids	DAC Cell, IT Department Jammu and Kashmir Grameen Bank Head Office, Near Fruit Complex, Narwal, Jammu Pincode: 180006 JKGB e-Mail: angrez.manhas@jkgb.in/ Parul.dhotra@jkgb.in Phone:9419886668/7219219279
7	Cost of RFP document	Rs.1500/-+ 18% GST(Non-refundable) should be submitted online only in favor of Jammu and Kashmir Grameen Bank before last date of bid submission in the following account: IFSC Code: JAKA0GRAMEN, Bank & Branch: Jammu and Kashmir Grameen Bank, Narwal, JAMMU, J&K,180006, Account No. 2000530100000217 Account Name:- TENDER FEE
8	Earnest Money Deposit	Rs. 2 Lac should be submitted online before last date of bid submission or in the form of Bank Guarantee (BG) in favor of General Manager IT, Jammu and Kashmir Grameen Bank, Jammu payable at Jammu. BG should be valid up to 1 year from the last date of submission. Online NEFT Details IFSC Code : JAKA0GRAMEN Bank & Branch : Jammu and Kashmir Grameen Bank , Narwal , JAMMU, J & K, 180006 Account No. 2000070690000001 Account Name:- EARNEST MONEY DEPOSIT

2. Abbreviations used in this Document:

1.	BG	Bank Guarantee
2.	BOM	Bill of Material
3.	DD	Demand Draft
4.	DIT	Department of Information Technology
5.	EMD	Earnest Money Deposit
6.	GST	Goods and Service Tax
7.	HO	Head Office
8.	LD	Liquidated Damage
9.	MSE	Micro and Small Enterprises
10.	MSME	Micro Small & Medium Enterprises
11.	NEFT	National Electronic Funds Transfer
12.	NI Act	Negotiable Instruments Act
13.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
14.	RTGS	Real Time Gross Settlement
15.	ICT	Information & Communication Technology
16.	OSD	Original Software Developer
17.	KCO	Key Compliance Obligation
18.	KPI	Key Performance Indicator
19.	KRA	Key Responsibility Area
20.	LMS	Learning Management System
21.	PMS	Performance Management System
22.	VAPT	Vulnerability Assessment & Penetration Test
23.	IT Wing	Information Technology Wing

DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to Bidder s or applicants whether verbally or in documentary form by or on behalf of Jammu and Kashmir Grameen Bank (or 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 document is not an agreement and is not an offer or invitation by Jammu and Kashmir Grameen Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidder s” respectively). The purpose of this RFP is to provide the Bidder s with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Jammu and Kashmir Grameen 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 information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Jammu and Kashmir Grameen Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Jammu and Kashmir Grameen Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (<https://jkgrameen.bank.in>) and it will become part and parcel of RFP.

The information provided by the Bidder s in response to this RFP Document will become the property of the Bank and will not be returned. This RFP document prepared by Jammu and Kashmir Grameen Bank should not be reused or copied or used either partially or fully in any form.

Jammu and Kashmir Grameen Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Jammu and Kashmir Grameen Bank reserves the right to reject any or all Request for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Jammu and Kashmir Grameen Bank shall be final, conclusive and binding on all the parties.

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SECTION B - INTRODUCTION

1. 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.

The bank recognized that it needed to respond to changing market dynamics, shifting its focus from that of a traditional public sector bank by adopting a modern, customer- centric business model. The agility needed to rapidly launch new services, improve efficiency, and reduce and manage risk would be delivered by a flexible, scalable, and innovative operating model. The Bank proposes to implement an AI-enabled WhatsApp Banking Solution compliant with Meta Business API (BSP/TSP) framework and RBI's IT Governance guidelines.

2. Definitions

- 2.1. 'Bank' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'Jammu and Kashmir Grameen Bank, described in more detail in paragraph 1 above and which has invited bids under this RFP and shall be deemed to include its successors and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for "Selection of Service Provider for On-Boarding WhatsApp Banking Services for A Period of Three Years".
- 2.3. The eligible firms, institutions & companies submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder'.
- 2.4. 'Solution' or 'services' means providing "WhatsApp Banking Services for a Period of Three Years". as per RFP terms.
- 2.5. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- 2.6. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.7. 'Contract Price' means the value of the total purchase order including GST Sanction order issued by the Bank.
- 2.8. 'Successful Bidder' / 'Selected Bidder' means the Bidder who is found to be the highest scored Bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP.

3. About RFP:

- 3.1. Bank intends to select Bidder for Providing WhatsApp Banking Services for A Period of Three Year in Jammu and Kashmir Grameen Bank.
- 3.2. The selected Bidder has to provide the services/ solution in India.
- 3.3. The bidder has to go through the following clauses and other terms & conditions described elsewhere in this document:

Sl. No.	Description
1.	Scope of Work as per Annexure-8 for Selection of Vendor for On-Boarding Service Provider for WhatsApp Banking Services for A Period of Three Years
2.	Technical Evaluation Criteria as per Annexure-9 for Selection of Vendor for On-Boarding Service Provider for WhatsApp Banking Services for A Period of Three Years
3.	Delivery timelines as per clause 1 of Section C of this RFP for Selection of Vendor for On-Boarding Service Provider for WhatsApp Banking Services for A Period of Three Years
4.	Penalties as per clause 7 of Section C of this RFP for Selection of Vendor for On-Boarding Service Provider for WhatsApp Banking Services for A Period of Three Years
5.	Payment terms as clause 8 of Section C of this RFP for Selection of Vendor for On-Boarding Service Provider for WhatsApp Banking Services for A Period of Three Years

- 3.4. This RFP should not be considered as a statement of intent for availing the services, unless a purchase order or notification of award is published by Jammu and Kashmir Grameen Bank if any, as an end result of this RFP process.

4. Objective

- 4.1. Jammu and Kashmir Grameen Bank invites bids from reputed Bidder to submit their response who fulfills the Qualification Criteria as per Annexure-2.
- 4.2. The Bidder satisfying the Qualification Criteria as per the RFP and having experience in Providing WhatsApp Banking Services in Schedule Commercial Banks/ Financial Institution in India may respond.

5. Requirement Details

- 5.1. Bank invites offers ('Technical Proposal' and 'Commercial Bid') for providing "WhatsApp Banking Services" as per terms & conditions and Scope of Work described elsewhere in this document.

Sl. No.	Description of Activity	Duration
1	Selection of Vendor for On-Boarding Service Provider for WhatsApp Banking Services	3 Years

- 5.2. The term of contract will be initially for a period of three (3) years. If the performance of the bidder during the contract period is satisfactory, then it can be continued further with annual review at the sole discretion of the bank.
- 5.3. The selected bidder should not increase the individual prices quoted in the Bill of Material of this RFP beyond 8% for AMC per annum and 10% for ATS/subscription & support per annum after initial contract period or mutually decided whichever is lower.

6. Participation methodology:

- 6.1. In this RFP either the authorized bidder on behalf of the Principal/OEM/OSD or Principal/OEM/OSD itself can bid but both cannot bid simultaneously for the same item/product. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.
- 6.2. If a bidder bids on behalf of the Principal/OEM/OSD, the same bidder shall not submit a bid on behalf of another Principal/OEM/OSD in this RFP for the same solution.
- 6.3. If any product of Principal/OEM/OSD is being quoted in this RFP, the Principal/OEM/OSD cannot bid for any other Principal's/OEM's/OSD's product.

- 6.4. In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the OEM/OSD/principal should assume complete responsibility on behalf of the bidder for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the bank. To this effect bidder should provide a dealer/distributor certificate for the proposed solution as per Annexure-15.

7. Pre-Qualification Criteria

- 7.1. Interested bidders, who provides WhatsApp Banking Services for A Period of Three Years and meeting the Pre-Qualification Criteria as per Annexure-2, may respond.
- 7.2. Non-compliance to any of the Pre-Qualification criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for Pre-Qualification evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Compliance". Any credential detail mentioned in "Pre-Qualification Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.
- 7.3. Jammu and Kashmir Grameen Bank, reserves the right to verify/evaluate the claims made by the bidder independently and seek further clarifications without any limitation for verification/evaluation of claims. Any deliberate misrepresentation will entail rejection of the offer.

8. Scope of Work

- 8.1. The Broad Scope of work shall include but not be limited as mentioned in Annexure-8. Bidder has to conform compliance to the Scope of Work as mentioned in Annexure-8. The bidders are required to go through the complete RFP document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

8.2. Project Completion and Management

- 8.2.1. For smooth completion of project, the selected Bidder should nominate one or two of its representatives as a single point of contact for the Bank.
- 8.2.2. Project implementation team should be conversant with all rules and conditions to resolve the issues, if any.

9. Technical / Functional Requirements

The bidder shall comply with the Technical & Functional Specifications narrated in Annexure-9 and adhere to the guidelines issued by RBI, Nabard, DFS and other Regulatory bodies related to WhatsApp Banking Services. The bidder should also maintain confidentiality of information shared with them during the tenure of the contract.

SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

1. Project Timelines:

Sr. No.	Activity / Milestone	Bidder's Scope of Work	Timeline (From Date of Acceptance of Purchase Order)
1	Kick-off & Requirement Finalization	Conduct project initiation meeting, finalize detailed requirements, integration points, and deliver a project plan for approval.	Week 1
2	API Design & Development (for Bank Systems)	Design, develop, and document all required Bank-side APIs (Core Banking, CRM, Middleware, Notification, etc.) necessary for WhatsApp Banking integration. Ensure compliance with Bank's security and data standards.	Weeks 1 – 4
3	Solution Development & Configuration	Develop and configure the WhatsApp Banking platform, Chatbot/NLP engine, journey builder, campaign manager, and admin dashboard on cloud (SaaS model).	Weeks 2 – 8
4	System Integration (End-to-End)	Integrate the developed solution with Bank's Core Banking, CRM, Middleware, API Gateway, Chatbot, and Notification systems. Perform functional and security integration testing.	Weeks 6 – 10
5	User Acceptance Testing (UAT)	Provide UAT environment, assist in Bank's testing, incorporate feedback, and stabilize the system for production deployment.	Weeks 10 – 11
6	Production Deployment (Go-Live)	Deploy the fully developed and integrated solution on production cloud servers located within India. Validate complete live operations and transaction flows.	Week 12

2. Representatives/ Resources:

- 2.1. The bidder has to provide technically qualified resources that are well versed in the proposed solution.
- 2.2. Project Manager with whom Bank will be able to co-ordinate with until go-live of the project.
- 2.3. Bank reserves the right to claim change in resource based on the performance of the resources.
- 2.4. Support should include advising & helping the Bank in implementing controls for the risk advised by regulators/RBI/Govt. of India.
- 2.5. Support has to cover to solve day to day issue while using the proposed solution in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to the bank as per the SOW/SLA at no extra cost.
- 2.6. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issues.

- 2.7. The Bidder should help bank in resolving any security observations as per the IS Policy of the Bank.
- 2.8. Bidder will be responsible for attending complaints during the contract period.
- 2.9. Support should include advising & helping the Bank in implementing controls for the risk advised by regulators/RBI/Nabard/Govt. of India.
- 2.10. Support has to cover to solve day-to-day issue while using the proposed solution in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to the Bank as per SOW/SLA at no extra cost.
- 2.11. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue. If the Issue requires OEMs technical person's/ product developer etc intervention, Bidder has to take up suitability with the appropriate level at OEM and obtain the solution and implement it for resolution of the issue. If the analysis of the issue requires log submission, Bidder will submit the same for further analysis in consultation with the Bank.
- 2.12. The Bidder should help Bank in resolving any security observations as per the IS policy of the Bank.
- 2.13. Response Time and Meantime to Restore [MTTR]
 - 1.7.1. Response Time shall be 1 hours and MTTR shall be 3 hours.
 - 1.7.2. Time specified above is from lodging of complaint.
 - 1.7.3. However, penalty shall be applicable as per uptime clause.

3. Integration & Interfaces

- 3.1. The selected bidder has to work with different application vendors in order to integrate new solution to the existing workload or new workloads during contract period.
- 3.2. The selected bidder has to work with different teams of Bank & application OEMs to understand the policies requirement and configurations of respective applications for the offered solution.
- 3.3. The Selected bidder must ensure that they will provide gateway/connector either at bank server or at their server as decided by bank which connect all APIs at single point from bank side.

4. Security

- 4.1. The selected Bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
- 4.2. The selected Bidder will ensure the software delivered is in conformity with security standards and is without any security vulnerability.

- 4.3. The Bank may conduct security audit in the proposed tools after complete implementation.
- 4.4. The selected Bidder has to do necessary changes in the configuration directed by security team of the Bank after security audits like VAPT, Code Audit etc., without disturbing the production and existing backed up copies and at no additional cost to the Bank.
- 4.5. The selected Bidder has to follow the industry best practices in configuration of Operating System and other Software.
- 4.6. Any kind of change like update, upgrades etc., in the system after complete installation will not lead into any commercial during contract period.
- 4.7. The selected Bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- 4.8. The selected Bidder is 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.
- 4.9. The selected Bidder will have to establish all the necessary procedures/ Infrastructure/ technology / personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.
- 4.10. The Network connection between bank and selected bidder preferably MPLS as decided by Bank.

5. Acceptance

Bank will evaluate the offered Solution/Service implemented by the selected bidder. If the Solution/Service experiences no failures and functions according to the requirements of the RFP as determined by the Bank during the implementation period, then the solution will be accepted by the Bank and the project will be considered as deemed signed-off.

6. Uptime

- 6.1. The selected bidder shall guarantee 24x7x365 availability with monthly uptime of 99.90% for the solution as per Scope of Work (Annexure-8) and Technical and Functional requirements (Annexure-9), during contract period, which shall be calculated on monthly basis.
- 6.2. The "Uptime" is, for calculation purposes, equals to the total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.
- 6.3. The selected bidder should consider high-availability (active-passive) at DC & DR with RPO of 15 minutes and RTO of 120 minutes.
- 6.4. If the selected bidder is not able to attend the troubleshooting calls on solution working due to closure of the office/non-availability of access to the solution, the response time/uptime will be taken from the opening of the office for the purpose of uptime

calculation. The selected bidder shall provide the Monthly uptime reports during the warranty period and ATS period, if contracted.

6.5. The downtime calculated shall not include any failure due to bank, third party and Force Majeure.

6.6. The percentage uptime is calculated on monthly basis as follows:

(Total contracted minutes in a month - Downtime minutes within contracted minutes)

X 100

Total contracted minutes in a month

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

7. Penalties and Liquidity Damage:

7.1. Penalties/Liquidated damages for delay in Delivery and Installation of Software/Service would be as under:

7.1.1. Non-compliance of the requirement of API details as per clause 1.2 of delivery timelines will result in the Bank imposing penalty of 0.50% on delay in per week or part thereof, on the invoice value.

7.1.2. Non-compliance of the UAT implementation as per clause 1.5 of delivery timelines will result in the Bank imposing penalty of 0.50% on delay in Implementation per week or part thereof, on the invoice value.

7.1.3. Non-compliance of the go live implementation as per clause 1.6 will result in the Bank imposing penalty of 0.50% on delay in Implementation per week or part thereof, on the invoice value.

7.1.4. However, the total Penalty/LD to be recovered under this clause shall be restricted to 10% of the total value of the order.

7.2. Helpdesk and Technical support services to include system maintenance windows.

7.3. Provide a robust, fault tolerant infrastructure with enterprise grade SLAs with an assured uptime of 99.90%.

7.4. Service provisioning and de-provisioning times (scale up and down) in near real- time should be as per the SLA requirement of the Bank.

7.5. Bidder shall implement the monitoring System including any additional tools required for measuring and monitoring each of the Service Levels as per the SLA between the Bank and the bidder.

7.6. The Downtime calculated shall not include any failure due to Bank and Force Majeure.

7.7. Penalties/Liquidated damages for not maintaining uptime:

7.8. If the bidder fails to maintain the guaranteed uptime, Penalty for uptime will be deducted as under:

Level of availability calculated on monthly basis	Penalty amount
99.90% to 100%	No Penalty would be deducted
98.90% to < 99.90%	0.10% on total order value for every hour or part thereof.
97.90% to 98.90%	0.20% on total order value for every hour or part thereof.
96.90% to 97.90%	0.30% on total order value for every hour or part thereof.
95.00% to 96.90%	0.50% on total order value for every hour or part thereof.
<95.00%	1.00% on total order value for every hour or part thereof.

- 7.9. The maximum penalty levied as per above **clause** shall not be more than the **50%** of amount payable (exclusive of Taxes) for one Year.
- 7.10. If monthly uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFQ or AMC, if contracted. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder (including AMC payments).
- 7.11. Penalties/Liquidated Damages for non-performance: If the specifications of the RFQ are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its nullify the contract.
- 7.12. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 7.13. All the above LDs are independent of each other and are applicable separately and concurrently.
- 7.14. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

8. Payment Terms

Payments against this contract shall be made under the following two broad heads:

A. ONE-TIME COST (Implementation & Setup)

Sl. No.	Payment Stages	Percentage of Payment	Condition/Remarks
1.	One-Time Implementation Cost (Installation, Integration, Configuration & Customization of WhatsApp Banking Solution)	75%	Payable after successful installation, configuration, customization and submission of invoice along with Acceptance Sign-off by the Bank.
2.	DR Drill (Disaster Recovery Setup, Testing & Final Acceptance)	25%	Payable after successful DR Drill completion, UAT sign-off and submission of all supporting documents.

B. RECURRING COST (Monthly Charges)

(Payable every month after service delivery)

Sl. No.	Payment Stages	Percentage of Payment	Condition/Remarks
1.	Bank-Initiated WhatsApp Messages	100%	Payable monthly in arrears based on actual number of outgoing Bank-initiated messages.
2.	User-Initiated WhatsApp Messages	100%	Payable monthly in arrears based on actual user session count.
3.	Monthly Service Hosting Charges(if any)	100%	Payable monthly in arrears as per commercial proposal.

General Payment Conditions (Applicable to Both Columns)

1. Payment will be released only upon completion of the respective activity and submission of all required documents (original invoice, GST invoice, proof of delivery, sign-off, etc.).
2. Installation/Commissioning reports must be duly signed by designated Bank officials.
3. No advance payment shall be made.
4. Payments shall be released within 30 days from submission of all correct documents.
5. Installation and Acceptance formats will be finalized jointly and must be followed strictly by the vendor.
6. Payments will be released through NEFT/RTGS, after deducting statutory deductions (TDS) and penalties/LD if applicable.
7. Bank reserves the right to extend the contract on mutually agreed terms based on performance.
8. First DR Drill must be completed within 3 Months.

9. Scope involved during Contract period

During the period of contract, the selected Bidder shall perform the following:

- 9.1. The selected Bidder should inform Bank about all release/version change of patches/ upgrades/ updates of software/ OS/ middleware etc., as and when released by the selected Bidder /OSD.
- 9.2. If any software, license updates provided by the OSD as free of cost, it should be provided and installed & configured by the selected Bidder free of cost to the Bank during Contract Period.
- 9.3. Any corruption in the software/License/media shall be rectified during the full period of the contract, at no extra cost to the Bank.
- 9.4. The support shall be given in person/email/tele/remote access.
- 9.5. Only licensed copies of software shall be supplied. The selected Bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- 9.6. The selected Bidder shall provide centralized complaint booking/lodging facility to the bank and the dash board shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
- 9.7. During the Warranty and ATS period, the Bidder should extend Support whenever and wherever required. The scope of Warranty and ATS shall include:
 1. Rectification of Bugs/defects if any
 2. Product upgrades & enhancements
 3. Compliance, Statutory and Regulatory updates
 4. Patches
 5. Remediation of the VAPT observations etc.
 6. Providing APIs for consumption by Bank MIS/ Data warehouse
- 9.8 Escalation matrix as per Annexure-13 should be provided for post-delivery operational support, technical support, project related issues, etc.

10. Support

- 10.1. The Support should be for an unlimited number of incidents reported to the selected Bidder and they have to provide a practical solution to resolve the issue. The support should be provided over phone, E mail web based, in person, if required. All escalations will be attended / responded-promptly not later than 30 minutes of reporting.
- 10.2. The Bidder is responsible for providing Incident Management for offered solution. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue.
- 10.3. The Bidder will be responsible for attending complaints during all hours on 24x7x365 basis during contract period.

- 10.4. Support has to cover /solve day-to-day issue while using the supplied tools in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to the Bank as per SOW/SLA at no extra cost.

11. Documents, Standard Operating Procedures and Manuals

All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the Bidder shall become the property of the Bank.

12. Subcontracting

The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract without the prior written consent of the Bank. The selected Bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws

13. Right to Audit

- 13.1. The selected Bidder (Service Provider) has to get itself annually audited by internal/external empaneled 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 the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bidder.
- 13.2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 13.3. The Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

SECTION D - BID PROCESS

1. Clarification to RFP and Pre-Bid Queries

- 1.1. The Bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The Bidder s in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per the below mentioned format.

Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder 's Query
1					
2					
3					
4					
5					
-					

- 1.2. All communications regarding points requiring clarifications and any doubts shall be given in writing in email to helpdesk@jkgb.in by the intending Bidder as per the bid schedule.
- 1.3. No queries will be entertained from the Bidder after the due date and time mentioned in the RFP document.
- 1.4. No oral or individual consultation will be entertained.

2. Amendment to Bidding Document

- 2.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective Bidder, may modify the bidding document, by amendment.
- 2.2. Notification of amendments will be made available on the Bank's website only (i.e., www.jkgrameen.bank.in) and will be binding on all Bidder s and no separate communication will be issued in this regard.
- 2.3. In order to allow prospective Bidder s reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

3. Bid System Offer

This is two bid system which has following 2 (two) parts:

- 3.1. **Technical Proposal**: Indicating the response to the Qualification Criteria, Scope of Work and other terms & conditions for Selection of this RFP.
- 3.2. **Commercial Bid**: Furnishing all relevant information as required as per Bill of Material (Annexure-14) of this RFP.

4. Preparation of Bids

4.1. Technical Proposal

- 4.1.1. Before submitting the bid, the Bidder should ensure that they confirm to the Qualification criteria as stated in **Annexure-2** of this RFP. Only after satisfying themselves of the Qualification criteria, the Offer should be submitted.
- 4.1.2. It is mandatory to provide the compliance to Scope of Work in the exact format of Annexure-8.
- 4.1.3. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 4.1.4. If any part of the technical/functional requirements offered by the Bidder is different from the technical/functional requirements sought in the RFP, the Bidder has to substantiate the same in detail, the reason of their quoting different technical/functional requirements than what is sought for, like better feature or non-availability/ feasibility of the technical/functional requirements quoted by Bank, invariably to process the technical offer.
- 4.1.5. The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- 4.1.6. The relevant solution information, brand, and solution offered, printed product brochure, technical/functional specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 4.1.7. The Technical Proposal should be complete in all respects and contain all information sought for. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection
- 4.1.8. Masked Bill of Material which is not as per below instruction may make Bid liable for rejection:
 - 4.1.8.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
 - 4.1.8.2. It should not provide any price information like, unit price, tax percentage, tax amount etc.

4.2. Commercial Bid

- 4.2.1. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information including taxes as per Annexure-14. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

- 4.2.2. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- 4.2.3. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 4.2.4. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 4.2.5. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank in Annexure-14.

5. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD:

- 5.1.1. The bidder should deposit bid security/Earnest Money Deposit of Rs.2,00,000/- (Rupees Two Lac Only) as mentioned in the bid details table in favor of Bank valid for 180 days. EMD may also submitted through NEFT as details mentioned in table bid schedule. The EMD submitted by the unsuccessful vendors will be released after the completion of evaluation process. The EMD of the successful vendor will be released on submission of Performance Bank Guarantee.
- 5.1.2. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with MSME/NSIC under single point registration scheme. No interest will be payable on the Bid Security amount.
- 5.1.3. Unsuccessful Bidders" Bid security with no interest earned will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per Annexure G.

Bid security of successful bidder will be released after submission of Performance Bank Guarantee within six months from the date of receipt of purchase order or before expiry of EMD for an amount equivalent to 10% of the project cost valid till contract period of 3 years 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 during the period of contract.

Bid Security will be forfeited in the following cases:

- a) If a bidder withdraws its bid during the period of bid validity; or
- b) If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract or refuses to correct the errors found in the bid.
- c) if Bank decides to conduct reverse auction and any of the shortlisted bidder does not participate in the reverse auction at least by way.

In case of a successful Bidder, if the Bidder fails:

- a. To execute Contract within the stipulated time.
- b. To respond to the Purchase order within the stipulated time, or
- c. To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein

The successful Bidders Bid security will be discharged without interest upon the Bidder signing the Contract and furnishing the performance bank guarantee as per the format of Performance Bank Guarantee.

Performance Bank Guarantee

The Bank will require the selected Bidder to provide a Performance Bank Guarantee as per format mentioned in Annexure-E, within 30 days from the date of acceptance of the Purchase Order or signing of the contract whichever is earlier, for a value equivalent to 10% of the Total Project Cost. The Performance Guarantee of the same amount should be valid for a period of the contract i.e. 3 years. 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 during the period of contract. In case the selected Bidder fails to submit performance guarantee within the time stipulated, The Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

6. Software Version

The Bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale.

7. Documentation

Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the bank. The Bank is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFP for its own use.

8. Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (**Annexure-14**).

9. Erasures or Alterations

The Offers containing erasures or alterations or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. The Bank may treat such Offers as not adhering to the RFP guidelines and as unacceptable.

10. Assumptions/Presumptions/Modifications

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the Bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc., in the Bidder's response to this RFP document. No offer can be modified or withdrawn by a Bidder after submission of Bid/s.

11. Submission of Bids

- 11.1. The Bidder has to submit bid before the bid end date & time mentioned in the bid document. The physical documents (viz., EMD, Integrity Pact etc.,) should be submitted to the below mentioned address before the bid end date & time at the Venue specified in the Bid Schedule.

Address for Submission of bids
DAC Cell, IT Department Jammu and Kashmir Grameen Bank Head Office, Near Fruit Complex, Narwal, Jammu Pincode: 180006

- 11.2. The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing physical documents.
- 11.3. Sealed separate envelopes carrying Technical Bid (Envelope T) and Commercial Bid (Envelope C) should be put in a single sealed outer cover duly sealed and super scribed with the following information:
- Name of the Bidder
- Offer Reference: “Quotation for WhatsApp Banking Solution”

12. Bid Opening

- 12.1. The **Technical Proposal** shall be opened, on the Date & Time and at the Venue specified in the Bid Schedule, in the presence of the Bidder's representative/s who may choose to attend the bid opening.
- 12.2. Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (Appendix-C) enclosed.

Note: Authorization letter should be carried in person and shall not be placed inside in any of the bid covers.

- 12.3. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- 12.4. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bids will be accepted on the next working.
- 12.5. The following details will be announced at the time of bid opening.
 - 12.5.1. Name of the Bidders.
 - 12.5.2. Presence or absence of EMD.
 - 12.5.3. Such other details as the Bank at its discretion may consider appropriate.
- 12.6. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A - Technical Proposal in their absence.
- 12.7. The **Technical Proposal** submitted by the bidder will be evaluated based on the documents submitted as per Appendix-A. The **Commercial Proposal** of only those bidders who qualified in **Technical Proposal** will be opened with due communication by the bank.
- 12.8. The Commercial Bid of only those bidders who are qualified in **Technical Proposal** will be opened for further evaluation.

SECTION E - SELECTION OF BIDDER

1. Preliminary Scrutiny

- 1.1. The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- 1.2. Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and bidding document is submitted without any deviations.

2. Clarification of Offers

- 2.1. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the Bidder s/any of the Bidder s on the offer made by them. The Bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidder s response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- 2.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the Bidder s and the Bank reserves the right for such waivers.

3. Evaluation of Bids

- 3.1. The Bank will evaluate the bids submitted by the Bidder s under this RFP. The bids will be evaluated by a committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bids. It is Bank's discretion to decide at the relevant point of time.
- 3.2. **Technical Proposal:**
 - 3.2.1. The technical proposals submitted by the Bidder s will be evaluated based on the documents submitted as per **Appendix-A**. Bank will seek clarifications, if required.
 - 3.2.2. Bank will evaluate the responses provided by the Bidder s for compliance to Scope of Work, Technical evaluation criteria and other terms & conditions as stipulated in the RFP.
 - 3.2.3. The Bidders/Consultants should score minimum 70% marks in Technical evaluation criteria (Annexure-9) to qualify under Technical Proposal evaluation.
- 3.3. **Techno Commercial Evaluation process**
 - 3.3.1. The Techno-Commercial evaluation process will consist of two stages:
 - 3.3.1.1. Technical Evaluation
 - 3.3.1.2. Commercial Evaluation

- 3.3.2. The evaluation process aims to find out the best fit (based on technical and commercial evaluation) of Bidder and can be summarized in the following points.
- 3.3.3. The technical proposal evaluation shall be performed first to identify the list of Bidders as per clause 3.2.3.
- 3.3.4. The Bidders scoring less than 70% marks in Technical evaluation criteria (Annexure-9) will not be considered for the selection process and their Commercial Bids will not be opened.
- 3.3.5. Each qualified Bidder in Technical Evaluation (i.e., Bidders who obtain 70% or more marks in Technical evaluation criteria (Annexure-9)) shall be assigned a Technical Score (T).
- 3.3.6. The Commercial bids of only those Bidders/Consultants, who have been assigned with a Technical Score (T) after technical proposal evaluation, would be opened.
- 3.3.7. The Bidders/Consultants should submit the commercial bill of material covering cost for each Services (for each line item) and total cost for the Bank as per Bill of Material (Annexure-14).
- 3.3.8. The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of 70:30.
- 3.3.9. After completion of Commercial Bid evaluation. The Commercial Bid will comprise of the Total Cost for Bank (TC) and break-up of their final price as per Annexure-14.
- 3.3.10. The final selection of the Bidder will be based on the Technical Score (T) and the Total Cost to the Bank (TC). (T1H1 Basis).
- 3.3.11. OVERALL EVALUATION MARKS:

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.

$$\text{Final Marks (F)} = (\text{C-low} / \text{C}) * 30 + (\text{T} / \text{T-high}) * 70$$

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 (H) shall be identified.

Selected Bidder for the Bank = H1 (Max of Scores of Bidders 1, 2 and 3)

3.4. Commercial Bid:

The Commercial Bid of only that Bidder s who qualified in Technical Proposal will be opened and will be evaluated.

3.5. Bidder s Presentation / Product Demonstration

3.5.1. The Bank reserves the right to call for a presentation on the features and functionalities as a Part of Technical Proposal evaluation.

3.5.2. The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed solution.

3.5.3. The presentation/document shared during the presentation/POC shall form the integral part of the offer made by the Bidder and features mentioned therein should be delivered as part of the offer by the Bidder at no extra cost to Bank, irrespective of the fact that such features are explicitly mentioned in the Bid or not.

4. Normalization of Bids

4.1. The Bank may go through a process of technical evaluation and normalization at its discretion of the bids to the extent possible and feasible to ensure that, shortlisted Bidder s are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted Bidder s to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;

4.1.1. Incremental bid submission in part of the requested clarification by the Bank

OR

4.1.2. Revised submissions of the entire bid in the whole

4.2. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted Bidder s agree that, they have no reservation or objection to the normalization process and all the technically shortlisted Bidder s will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.

4.3. The shortlisted Bidders/Consultants, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

5. Intimation to Qualified/Successful Bidders/Consultants:

The Bank will prepare a list of qualified Bidders at each stage on the basis of evaluation of Part A - Technical Proposal and Part B - Commercial Bid. The qualified Bidders/Consultants at each stage would be intimated by bank. Commercial Bids of only technical qualified Bidders shall be opened. Final list of the Bidders (H1, H2 etc.) will

be announced as indicated above. No separate intimation will be sent to successful Bidder.

6. Selection of successful Bidder

- 6.1. The H1 Bidder will be determined on the basis of the final scores as described under Techno-Commercial evaluation process.
- 6.2. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 6.3. The Bank reserves the right to re-tender without assigning any reasons whatsoever. The Bank shall not incur any liability to the affected Bidder (s) on account of such rejection. Bank shall not be obliged to inform the affected Bidder (s) of the grounds for the Bank's rejection
- 6.4. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the Bidder s with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.
- 6.5. The Bidder who is H1 will be referred as the selected Bidder / successful Bidder.

SECTION F - OWNERSHIP & AWARDING OF CONTRACT

1. Bid Validity Period

The Offer submitted and the prices quoted therein shall be valid for 180 days from the date of opening of Commercial Bid. Bid valid for any shorter period shall be rejected by the Bank.

2. Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of the Bank. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the Bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders/Consultants must provide categorical and factual replies to specific questions. Bidders/Consultants may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

3. Project Ownership

- 3.1. If the Bidder is offering solutions/products from other Bidder s/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The Bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Solution which are relevant to this RFP.
- 3.2. Ownership letter by the Bidder to be submitted (Undertaking letter by the Bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The Bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.
- 3.3. The Bidder also has to submit a certificate/Letter from OEM that the proposed services any other related software offered by the Bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

4. Acceptance of Offer

- 4.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 4.2. The Bank will not be obliged to meet and have discussions with any Bidder and/or to entertain any representations in this regard.
- 4.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without

modifications. Bank shall not be obliged to inform the affected Bidder (s) of the grounds for the Bank's rejection.

- 4.4. The Bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

5. Award of Contract

- 5.1. The Bidder who is H1 will be referred as the selected Bidder and Bank will notify the name of the selected Bidder /s by displaying in the website of the Bank/intimated through email. The contract shall be awarded and the order shall be placed on selected Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 5.2. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the selected Bidder.
- 5.3. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

6. Effective Date

- 6.1. The effective date shall be date of acceptance of the order by the selected Bidder. However, the Bidder shall submit the acceptance of the order within seven days from the date of receipt of order.
- 6.2. Failure to accept the order within **seven days** from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank.

7. Project Execution

The entire project needs to be completed expeditiously. The Bank and the selected Bidder shall nominate a Project Manager each immediately on acceptance of the order. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the Bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The Bidder shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected Bidder.

8. Fixed Price

The prices quoted in the tender response will be fixed for the period of the contract. The price should be exclusive of all taxes and levies which will be paid by the Bank at actual.

9. Expenses

It may be noted that Bank will not pay any amount/expenses/charges/fees/traveling expenses/boarding expenses/lodging/ expenses/conveyance expenses / out of pocket expenses.

Security Deposit / Performance Bank Guarantee

- 9.1. The successful Bidder should submit a Security Deposit / Performance Guarantee as specified in Bid Schedule within 15 days from the date of acceptance of the Purchase Order.
- 9.2. Security Deposit should be submitted as Bank Guarantee may be obtained from any of the Scheduled Banks (other than Jammu and Kashmir Grameen Bank).
- 9.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Jammu and Kashmir Grameen Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per **Appendix-D**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- 9.4. Performance Bank Guarantee should be valid for Total Contract Period from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.
- 9.5. The selected Bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.
- 9.6. Bank guarantee will be returned to the Bidder on completion of Contract Period.
- 9.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected Bidder fails to complete his obligations under the contract. The Bank shall notify the selected Bidder in writing before invoking the Bank guarantee.

10. Execution of Agreement

- 10.1. Within 21 days from the date of acceptance of the Purchase Order/LOI, the selected Bidder shall sign a stamped "Agreement" with the Bank at Jammu as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 10.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

- 10.3. The Pre Contract Integrity Pact Agreement submitted by the Bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

11. Pricing & Payments

- 11.1. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract period.
- 11.2. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank

12. Order Cancellation/Termination of Contract

- 12.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- 12.1.1. Delay in delivery of services in the specified period.
 - 12.1.2. Serious discrepancies noted in the inspection.
 - 12.1.3. Breaches in the terms and conditions of the Order.
- 12.2. The Bank reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by the Bank on the following circumstances:
- 12.2.1. Non submission of acceptance of order within 7 days of order.
 - 12.2.2. Excessive delay in execution of order placed by the Bank.
 - 12.2.3. The selected Bidder commits a breach of any of the terms and conditions of the bid.
 - 12.2.4. The Bidder goes in to liquidation voluntarily or otherwise.
 - 12.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 12.2.6. The progress made by the selected Bidder is found to be unsatisfactory.
 - 12.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
 - 12.2.8. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period.
 - 12.2.9. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.

- 12.3. Bank shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.
- 12.4. In case the selected Bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected Bidder by giving 7 days' prior notice to the Bidder.
- 12.5. After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one-month notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 12.6. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and security deposit, if any, under this contract.
- 12.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

SECTION G - GENERAL CONDITIONS

1. General Order Terms

Normally, the Order will be placed on the selected Bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the Bidders/Consultants to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

2. Roles & Responsibility during Project Implementation

- 2.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during contract period shall be provided by the selected Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- 2.2. The selected Bidder shall take all steps to ensure safety of Bidder 's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected Bidder or their sub-Bidder.
- 2.3. In case of any damage of Bank's property during execution of the work is attributable to the Bidder, Bidder has to replace the damaged property at his own cost.
- 2.4. The selected Bidder has to resubmit the Undertaking of Authenticity for the proposed solution as per Annexure-12 along with invoice.

3. Responsibilities of the Selected Bidder

- 3.1. The Selected Bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during the contract period.
- 3.2. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during contract period and the selected Bidder shall provide the same.
- 3.3. The selected Bidder shall submit updated Escalation Matrix for the product/services on a **Half-Yearly basis** as at the end of 31st March and 30th September during contract period.

4. Responsibility for Completeness

- 4.1. The selected Bidder shall ensure that the services provided meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 4.2. The selected Bidder shall deliver the services as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at selected Bidder 's cost as per accepted time schedules. The selected Bidder

is liable for penalties levied by Bank for any deviation in this regard. The selected Bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.

- 4.3. The selected Bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The selected Bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

5. Inspection of Records

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the selected Bidder shall extend all cooperation in this regard.

6. Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected Bidder.

7. Assignment

- 7.1. The selected Bidder shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- 7.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the selected Bidder under this RFP.

8. Publicity

Any publicity by the selected Bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

9. Guarantees

The Bidder should guarantee that the hardware items, if any delivered to the Bank are brand new, including all components. In the case of software, the Bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

10. Intellectual Property Rights

- 10.1. Bidder warrants that the inputs provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The Bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third-party intellectual property rights, if any. The Bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as Bidder.
- 10.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, Bidder shall at its choice and expense:
 - a) procure for Bank the right to continue to use such deliverables;
 - b) replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or
 - c) if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to Bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.
- 10.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 10.4. The Bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

11. Confidentiality and Non-Disclosure

- 11.1. The selected Bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. The selected Bidder shall

suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The selected Bidder shall furnish an undertaking as given in **Annexure-6**.

- 11.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

12. Indemnity

- 12.1. The Bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
 - 12.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder;
 - 12.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder;
- 12.2. The Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of service provided by them.
 - 12.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and Bidder shall continue to be liable under the indemnities.
 - 12.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
 - 12.2.3. All Employees engaged by the Bidder shall be in sole employment of the Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the Bidder.

13. Force Majeure

- 13.1. The selected Bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e., Force Majeure.
- 13.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the selected Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does

not include any fault or negligence or carelessness on the part of the selected Bidder, resulting in such a situation.

- 13.3. In the event of any such intervening Force Majeure, the selected Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the selected Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 13.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the selected Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the selected Bidder.

14. Responsibilities of the Bidder

By submitting a signed bid/response to this RFP the Bidder certifies that:

- 14.1. The Bidder has arrived at the prices in its bid without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- 14.2. The prices in the bid have not been disclosed and shall not be disclosed to any other Bidder of this RFP.
- 14.3. No attempt by the Bidder to induce any other Bidder to submit or not to submit a bid for restricting competition has occurred.
- 14.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with JAMMU AND KASHMIR GRAMEEN BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 14.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

- 14.6. The selected Bidder should abide by guidelines issued by RBI Master Direction on Outsourcing of IT Services.
- 14.7. The selected Bidder should also abide by the provisions of Digital Data Protection Bill.

15. Corrupt and Fraudulent Practices

- 15.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 15.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution and "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.
- 15.3. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 15.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 15.5. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 15.6. Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case-to-case basis.
- 15.7. The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.

16. Adoption of Integrity Pact

- 16.1. The Pact essentially envisages an agreement between the prospective Bidders/Consultants and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.

- 16.2. Only those Bidder s, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 16.3. The Bidder s shall submit signed Pre-Contract integrity pact as per **Appendix-G** along with Technical Proposal. Those Bids which are not containing the above are liable for rejection.
- 16.4. Foreign Bidder s to disclose the name and address of agents and representatives in India and Indian Bidders/Consultants to disclose their foreign principles or associates.
- 16.5. Bidders/Consultants to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidder s to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- 16.6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the Bidder s and exclusion from future business dealings.
- 16.7. The Integrity Pact Agreement submitted by the Bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e., the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- 16.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the Bidder s and exclusion from future business dealings.
- 16.9. Integrity pact shall be signed by the person who is authorized to sign the Bid.

17. Amendments to the Purchase Order

Once purchase order is accepted by the selected Bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

18. Amendments to the Agreement

Once agreement is executed with the selected Bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

19. Modification/Cancellation of RFP

The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected Bidder (s) on account of such rejection. Bank shall not be obliged to inform the affected Bidder (s) of the grounds for the Bank's rejection/cancellation.

20. Social Media Policy

- 20.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- 20.2. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
 - 20.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
 - 20.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.
 - 20.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.
 - 20.2.4. Any usage of information or data for purposes other than for Bank's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

21. Resolution of Disputes

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, the disputed matter shall be submitted under arbitration and conciliation act 1996 through sole arbitrator to be appointed mutually by both the parties.

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

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

22. Migration

In the event of termination/migration or expiry of the Term, the Vendor shall cooperate with the bank in migrating the data of WhatsApp Banking and other data as required by bank without any extra cost and shall delete all data of the Bank that may exist with the Vendor.

SECTION H- PURCHASE PREFERENCE

Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines

- 1.1. MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.1.1. District Industries Centres or
 - 1.1.2. Khadi Village Industries Commission or
 - 1.1.3. Khadi & Village Industries Board or
 - 1.1.4. Coir Board or National Small Industries Corporation or
 - 1.1.5. Directorate of Handicrafts & Handloom or
 - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.1.7. Udyam Registration Certificate
- 1.2. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Jammu and Kashmir Grameen Bank as per Annexure-4.
- 1.4. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

2. Start-up:

- 2.1. Applicable for Indian Bidder s only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.
- 2.3. Further, the Startups are also exempted from submission of EMDs.

- 2.4. For availing the relaxations, Bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the Bidder's company/firm) and notary public with legible stamp.
- 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Jammu and Kashmir Grameen Bank as per Annexure-4.

3. Procurement through Local Suppliers (Make in India):

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

- 3.1. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 3.2. "Class-I Local Supplier" means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.
- 3.3. "Class -II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class -II Local supplier' but less than that prescribed for 'Class -I Local supplier' under this order.
- 3.4. 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II Local Supplier' under this order.
- 3.5. The 'local content' requirement to categorize a supplier as 'Class I Local Supplier' is minimum 50%. For 'Class-II Local supplier' the 'local content' requirement is minimum 20%.
- 3.6. The margin of Purchase preference shall be 20%.
- 3.7. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the RFP documents.
- 3.8. The 'Class -I Local supplier'/'Class -II Local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class -I Local supplier'/'Class-II Local supplier' as the case may

be. They shall also give details of the location(s) at which the local value addition is made.

- 3.9. In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I Local supplier'/'Class -II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 3.10. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a Bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 3.11. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- 3.12. The Bidder s complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.
- 3.13. Jammu and Kashmir Grameen Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

Annexure-1
Bid Covering Letter
[On Firm's / Company's letter head]

Reference No: JKGB/DAC/2025-26/5724

Date:19-11-2025

General Manager IT,
Jammu and Kashmir Grameen Bank,
DAC Cell, Department of Information and Technology,
Head Office, Jammu and Kashmir Grameen Bank.,
Narwal, Jammu

Dear Sir,

SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services for A Period of Three Years.

Ref:

We have examined the above-mentioned RFP document including all annexures the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/modifications/amendments, if any, furnished by the Bank and we, the undersigned, offer for subject items are in conformity with the said RFP in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

The undersigned is authorized to sign on behalf of the Bidder Company and the necessary supporting documents delegating this authority is enclosed to this letter.

If our offer is accepted, we undertake to complete the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the specified scope as per the above referred RFP, during contract period. We enclose a Demand Draft /Bank Guarantee in lieu of EMD as per RFP in favour of Jammu and Kashmir Grameen Bank as EMD or Exemption certificate in lieu of EMD.

We agree to abide by this offer till 180 days from the date of Commercial Bid opening and for such further period as mutually agreed between the bank and selected Bidder, and agreed to in writing by the selected Bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the RFP. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFP together with the return acceptance of the contract.

We accept all the Instructions, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of Bidders.

We will not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). We further understand that any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

We also confirm that, we will not sub contract part or complete assignment Consultancy to any other agency or individual without obtaining prior permission of the Bank.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. Bank reserves the right to verify /evaluate the claims made by the Bidder independently.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date

Signature with seal

Name:

Designation:

Annexure-2
Pre-Qualification Criteria

[On Firm's / Company's letter head]

SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services for A Period of Three Years

Ref: Reference No: JKGB/DAC/2025-26/5724

Date:19-11-2025

We have carefully gone through the contents of the above referred RFP along with replies to prebid queries & amendment, if any and furnish the following information relating to Qualification Criteria.

Sl. No.	Qualification Criteria	Documents to be submitted In compliance with Qualification Criteria	Bidder s Response
1.	Signing of Pre-Contract Integrity Pact	The Bidder should submit signed Pre-Contract Integrity Pact on Non-Judicial Stamp Paper of Rs.500/- or more (as per respective state Stamp Act) as per Appendix-F.	
2.	The Bidder (including OEM and OSD/OSO, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020.	Certificate of local content to be submitted as per Annexure-5 as applicable.	
3.	Any Bidder (including OEM and OSD/OSO, if any) from a country which shares a land border with India will be eligible to bid, only if the Bidder (including OEM and OSD/OSO) are registered with the Competent Authority. Bidder (entity) from a country which shares a land border with India means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or	A declaration stating "We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from such a country, has been registered with Competent Authority. We hereby certify that we and our OEM fulfills all requirements in this regard and are eligible to be considered" to be submitted in Company's letter head. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]	

	g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.		
4.	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation for a period of at least five years as on RFP date	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.	
5.	The Bidder should have successfully completed Implementation for WhatsApp Banking Solution/Services in at least one Scheduled Commercial Bank in India. Also Bidder must have Meta approved Business service provider (BSP) or Technical service provider(TSP)	Satisfactory performance certificate from clients along with purchase order/work order to this effect. For BSP/TSP proof is need.	
6.	The Bidder must have minimum annual turnover of Rs.4.00 crore each in any one of last two financial years (i.e. 2023-24 & 2024-25) from Indian operations. Audited financial statements for FY2024-25 are to be submitted. In case the audited financials for the year 2024-25 is not available, CA Certificate should be submitted. This must be the individual company turnover and not that of any group of companies.	Copies of Audited financial statements for 2023-24 & 2024-25 years are to be submitted.	
7.	The bidder should have positive Net Worth/positive EBITDA as on 31/03/2025 and also should have not eroded by more than 30% in the last three financial years ,ending on 31/03/2025.	The Bidder should submit certificate from the Company's Chartered Accountant with UDIN to this effect.	
8.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/	The Bidder should submit self-declaration on the Company's letter head to this effect.	

	departments on the date of submission of bid for this RFP.		
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We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence / certificates confirming compliance to Qualification Criteria should be part of the RFP.

Date:
Place:

Signature with seal
Name:
Designation :

Annexure-3
Bidder 's Profile

(Bidder 's Profile has to be submitted in company's letter head)

SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services for A Period of Three Years

Ref: Reference No: JKGB/DAC/2025-26/5724

Date:19-11-2025

Sl. No.	Particulars	Details
1)	Name of the Bidder Firm/ Company	
2)	Constitution (Ltd./ Pvt. Ltd./ Firm etc.)	
3)	Date of Incorporation and / or Commencement of business with supporting documents	
4)	Certificate of Incorporation Number (CIN)	
5)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
6)	Whether recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity complies with Startup guidelines)	
7)	Whether in technical collaboration with Foreign Company? If so give details	
8)	Number of Years in the Business	
9)	Number of years of experience in Handling large projects for Banks.	
10)	Address for Correspondence: Registered Office: Corporate Office:	
11)	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Fax: Email-ID (any changes in the above should be informed in advance to Bank)	
12)	Domestic Customer Base (Number of Clients where Consultancy Service have been provided in India)	

13)	PAN number GSTIN <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	
-----	--	--

Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our Bid is liable to be rejected.

Date:

Place:

Signature with seal:

Name:

Designation :

Annexure-4
Bid Security Declaration

(Should be submitted by eligible MSEs/Startups on Company's letter head with company seal and signature of the authorized person)

To,
General Manager IT,
Jammu and Kashmir Grameen Bank,
DAC Cell, IT Department, Head Office,
Narwal, Jammu

**SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services
for A Period of Three Years**

Ref:

Dear Sir,

We declare that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, we note that we will be suspended for the period of two years from being eligible to submit bids for contracts with Jammu and Kashmir Grameen Bank.

Place:

[Signature of Authorised Signatory]

Date:

Name:

Designation:

Seal:

Annexure-5
Make in India Certificate

Bidder 's Reference No. _____

Date.....

To,
General Manager,
Jammu and Kashmir Grameen Bank,
DAC Cell, IT Department, Head Office,
Narwal, Jammu

**SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services
for A Period of Three Years**

Ref:

Dear Sir/Madam,

(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% against Jammu and Kashmir Grameen Bank Tender No..... dated..... We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: _____.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a Bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal

Annexure-6
Non-Disclosure Agreement
[On Firm's / Company's letter head]

**SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services
for A Period of Three Years**

Ref: JKGB/DAC/2025-26/5724

Date:19-11-2025

WHEREAS, we, _____,
having Registered Office at _____, hereinafter referred to
as the Bidder, are agreeable to the formalities of deliverables as per timelines mentioned
in the RFP for each ordered locations to Jammu and Kashmir Grameen Bank, having its office
at Narwal, Jammu, Near Fruit Complex, Jammu -180006 hereinafter referred to as the BANK
and,

WHEREAS, the Bidder understands that the information regarding the Bank's IT
Infrastructure shared by the BANK in their Request for Proposal is confidential and/or
proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for the
subject RFP and/or in the aftermath thereof, it may be necessary that the Bidder may
perform certain jobs/duties on the Banks properties and/or have access to certain plans,
documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the
foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK
to grant the Bidder specific access to the BANK's property/information. The Bidder will not
publish or disclose to others, nor, use in any services that the Bidder performs for others,
any confidential or proprietary information belonging to the BANK, unless the Bidder has
first obtained the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by
the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to
the BANK for the said solution, will not be disclosed during or subsequent to submission of
the offer to the BANK, to anyone outside the BANK.

The Bidder shall not, without the BANKs written consent, disclose the contents of this
Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern,
sample or information (to be) furnished by or on behalf of the BANK in connection therewith,
to any person(s) other than those employed/engaged by the Bidder for the purpose of
submitting the offer to the BANK and/or for the performance of the Contract in the
aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and
shall extend only so far as necessary for the purposes of such performance.

Date

Signature with seal

Name:

Designation:

Annexure- 7
Office Details

(Office Details has to be submitted in Company's Letter Head)

**SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services
for A Period of Three Years**

Ref: JKGB/DAC/2025-26/5724

Date:19-11-2025

Sl. No.	Name of the Office	Address and Telephone No's	E-mail ID of office	Number of Consultant
1.	Jammu, if any			
2.	Others (specify)			

Date:
Place :

Signature with seal:
Name:
Designation :

Annexure-8
Scope of Work

SUB: Selection of Service Provider for On-Boarding WhatsApp Banking Services for A Period of Three Years

A	WhatsApp Banking Functionalities	Bidder's Compliance Yes / No
1.	The vendor should facilitate the Bank for onboarding to WhatsApp Business services and ensure end-to-end configuration, verification, and approval of the Bank's green-tick WhatsApp Business Account.	
2.	The system should support a verified WhatsApp Business Account of Jammu and Kashmir Grameen Bank on an Indian phone number with complete business profile management, message policy compliance, and two-factor authentication.	
3.	The WhatsApp Business API should support profile management, contact management, rich messaging (documents, images, audio, location sharing), and template message management including approval workflow and localization.	
4.	The system should implement AI-driven opt-in and opt-out campaigns through SMS, missed call, QR, or email to manage user consent dynamically, with NLP-based communication for personalized engagement.	
5.	The system should provide a multi-user console and dashboard to send, receive, and monitor WhatsApp messages and notifications, with Chabot-driven auto-response, queue management, and escalation matrix.	
6.	The system should provide APIs for sending and receiving WhatsApp notifications/messages for registered and non-registered customers, supporting multimedia formats (PDF, image, video, HTML links, etc.).	
7.	The system should allow automatic delivery of statements, OTP alerts, and other Bank driven communications via WhatsApp through integration with CBS, CRM, and LOS and have SMSC deployed at operator end	
8.	The solution should provide real-time MIS with analytics dashboards for message traffic, customer interactions, and Chabot performance metrics, downloadable in PDF/CSV format.	
9.	The system must include an AI-powered NLP Chabot capable of understanding multilingual queries (English, Hindi, and Urdu languages) and handling contextual conversations, intent recognition, and predictive responses.	
10.	Integration with Bank's email and CRM systems must be provided to log inbound messages, auto-acknowledge user queries, and send escalations to designated departments.	
11.	Support configurable broadcast campaigns, automated scheduling, and A/B testing for engagement messages.	
12.	Provide complete audit logging, role-based access control, and user blacklisting/whitelisting management.	

13.	Banking use cases shall include – balance enquiry, mini statement, cheque book request, debit card services, account blocking/unblocking, branch locator, product enquiry, lead generation, pre-approved offer alerts, and onboarding assistance.	
14.	The system must support OTP-based validation for critical services (balance enquiry, cheque book request, card blocking, registration/de-registration/opt-in/opt-out) and provide auto-failover delivery across WA, SMS, RCS	
B	WhatsApp business API services and implementation of WhatsApp Communication Management solution :	
1.	Dashboard: <ul style="list-style-type: none"> • Provide an AI-enabled Dashboard showing daily/weekly/monthly message count, read/delivered status, active Chabot conversations, performance utilization, and system health metrics. • User/Agent management console must allow addition/deletion/modification of agents, live chat transfer from Chabot to human agent, and quality monitoring of agent responses. • Provide real-time and historical reporting for incoming/outgoing messages, delivery status, Chabot usage, and SLA adherence, exportable in XLS/PDF formats. • Ensure encryption and data confidentiality as per MeitY/Gol/RBI/DFS/any other govt guidelines, with AES-256 encryption, tokenized customer data, and secure storage within Indian datacenters. • The system should provide open APIs and webhooks for integration with CBS, CRM, LOS, Internet Banking, Mobile App, and third-party applications. • AI-based conversation monitoring and keyword analytics to identify customer trends, frequently asked questions, and service optimization insights. 	
C	MIS & Analytics:	
1.	Provide centralized console for summary and detailed MIS of all WhatsApp interactions, including Chabot conversation logs, opt-in/opt-out trends, and engagement analytics.	
2.	Reports should be downloadable/exportable in XLS, CSV, and PDF formats with scheduling capability for automatic email delivery.	
3.	Include advanced analytics powered by AI/NLP for sentiment analysis, conversation categorization, and service response tracking.	
D.	Data Integrity Management	
1.	The vendor shall ensure logical and physical segregation of Bank data, hosted in India, with audit certification on data destruction upon contract termination and comply with data localization norms.	

2.	The solution must comply with the Bank's RTO/RPO requirements, i.e., RPO \leq 15 minutes and RTO \leq 2 hours, and ensure real-time or near real-time data replication between Primary DC and DR sites. The Bidder shall conduct a DR Drill at least once every year or as mandated by regulatory guidelines, and ensure documented evidence of successful DR Drill execution is submitted to the Bank.	
3.	Ensure forensic investigation support, data retention policy compliance, and strict adherence to Bank's data localization and privacy framework and	
E	CYBER SECURITY	
1.	Application must have safeguards against SQL, XML, XSS, CSRF, LDAP, SSI, and command injection attacks.	
2.	Solution must comply with DFS and RBI Cybersecurity Framework, implement HTTPS/TLS 1.3 for all communications, and support CASB for cloud monitoring.	
3.	Implement robust authentication, access control, data encryption (AES-256), and hashing (SHA-256) for user credentials.	
4.	Ensure secure on-premises or private cloud deployment with data residency in India; no PII shall be stored outside Bank-approved infrastructure.	
5.	Implement AI-based anomaly detection for unusual login, transaction, or message behavior to prevent fraud and phishing attempts.	
8.	Application should implement countermeasures to protect against data leakage from side channels such as: <ul style="list-style-type: none"> 1. Web caches. 2. Keystroke logging. 3. Screenshots (iOS Back grounding). 4. Logs 5. Temp Directories 	

Bidder has to comply with the Scope of Work mentioned above. Non-compliance to any of the scope of work will lead to disqualification of the bidder in Technical proposal.

Date

Signature with seal

Name:

Designation :

Annexure-09
Technical Evaluation Criteria

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: RFP for Supply, support, implementation, Maintenance and commissioning of WhatsApp Banking Solution in Jammu and Kashmir Grameen Bank for 3 years

Ref: Ref: JKGB/DAC/2025-26/5724

Date:19-11-2025

The technical evaluation of the bidder will be carried as per the details furnished below:

Sl. No.	Functional Block	General Attribute	Required Document	Max Marks	RA/RC/RN	Remark, if any
1	Implementation Experience of WhatsApp Banking	Implemented in Scheduled Commercial Bank	PO/Implementation certificate (Per Bank 2 marks)	Max 6 marks		
		Implemented in NBFC/Small Finance Bank/Payment Bank	PO/Implementation certificate(1 marks but max 2 marks)			
		Implemented in State/Central PSU	PO/Implementation certificate(1 marks but max 2 marks)			
2	Experience in Core WhatsApp Banking Features	Account Balance Inquiry	Proof/Undertaking (1 marks)	6		
		Account Statement	Proof/Undertaking (1 marks)			
		Account Blocking (Debit Freeze)	Proof/Undertaking (1 marks)			
		OTP Validation for Critical Services	Proof/Undertaking (2 marks)			
		Other features (FAQ & Customer Feedback, Lead Generation, Cheque Book / Debit Card Request, Branch Locator, Raise Complaint / Customer Survey etc)	Proof/Undertaking (1 marks)			
3	Integration Experience	CRM (complaint resolution module) Integration	Client Reference/Letter (2 marks)	6		
		Chatbot Integration	Client Reference/Letter Letter (2 marks)			

		SMS Service Integration for complaints	Client Reference/Letter Letter (2 marks)			
4	Dashboard Capability	WhatsApp Banking Dashboard with Analytics	Screenshot / Proof Letter	2		
5	Security Compliance	Ethical Hacking and RBI Master Direction on IT Governance, Risk, control and Assurance Practice-2023	Undertaking Letter Letter (1 marks)	6		
		Source Code Audit (Cert-In Vendor)	Audit Certificate Letter (2 marks)			
		VAPT Completion	Audit Report Letter (2 marks)			
		Server Configuration Audit	Undertaking Letter Letter (1 marks)			
6	Performance Experience	Handled 10M+ Messages across WA/SMS/RCS and SMSC deployed at operator end	Proof/Undertaking Letter (2 marks)	2		
7	Solution Architecture	Scalable Cloud-Based Solution	Architecture Diagram Letter (2 marks)	8		
		Supports SAAS / On-Prem Deployments	Architecture Diagram Letter (2 marks)			
		In-house Self-Serve Bot development platform	Product Document (2 marks)			
		API-based Integration with Core Banking(HA APIs)	API Documentation Letter (2 marks)			
8	AI & Automation	AI-Powered/ NLP Chabot Functionality	Demo / Screenshot (2 marks)	4		
		Predictive Query Handling	Technical Document (2 marks)			
9	Analytics & Reporting	Operational Usage Insights	Screenshot / Report (1 marks)	3		
		Customer Engagement Statistics	Report (1 marks)			
		Dashboard Customization	Proof / Screenshot (1 marks)			
10	Data Management	End-to-End Encryption/ Data Tokenization/Masking/ data localisation norms	Security Certificate/ Proof (2 marks)	4		

		Data Retention & Backup Policy	Documented Policy(2 marks)			
11	Compliance	SOC 2 Type 2 & ISO 27001 certifications	Certificate(2 marks)	4		
		MeitY Cloud Compliance	Proof / Certificate (2 marks)			
12	User Experience	Supports Rich Media (PDF, Image, Video)	Demo Proof (1 marks)	3		
		Supports Multilingual Interface	Screenshot / Demo (1 marks)			
		Personalized Welcome Messages	Demo Proof (1 marks)			
14	System Monitoring	24x7 Monitoring Dashboard(Alert / Notification for Downtime)	Screenshot (1 marks)	3		
		Threshold control for traffic towards specific destinations	System Screenshot (1 marks)			
		Automatic Failover / DR Setup	DR Document (1 marks)			
16	Innovation	Future Ready for WhatsApp API v2	Technical Doc (1 marks)	3		
		AI Based Fraud Detection / Pattern Alert	Technical Doc (2 marks)			
17	Presentation Evaluation	Solution Demonstration Quality	Committee Evaluation	40		
		Future Scalability & Security				
		Governance & Project Approach				
		Innovation & Customization Capability				
Total Marks				100		

* The bidder should score minimum 70% i.e., 70 marks out of 100 marks for qualifying under Functional & Technical Evaluation. The bidders qualified under Technical Evaluation will be eligible for commercial opening.

Functional & Technical scoring will be evaluated on following criteria as part of technical evaluation -

- Max Marks of each Functional Block as part of solution (RA)
- Half of Max Marks of each Functional Block provided as customization in future (RC)
- Requirement is not feasible and not available(RN) - 0 Mark

Declaration: We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our response to this bid is liable for rejection.

Date:
Seal

Signature with

Name:
Designation:

Annexure-10
Undertaking of Authenticity
(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services for A Period of Three Years

Ref: JKGB/DAC/2025-26/5724

Date:19-11-2025

We hereby undertake that all the hardware components/parts/assembly/software's used in this solution under the above like Servers, Switches, Hard Disk, Monitors, Memory etc., shall be original new components /parts /assembly /software only from respective OEMs/OSDs/OSOs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of Licensed Operating System/Application Software/any other Software if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g., Product Keys on Certification of Authenticity in case of Microsoft Window Operating System/Software etc.) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

We confirm that the OS and software is free from bugs, malware, covert channels in code etc.

Should you require, we hereby undertake to produce the certificate from our OEM/OSD/OSO supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM/OSD/OSO supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software/Solution/Services already billed, we agree to take back the Hardware/Software/Solution/Services without demur, if already supplied and return the money if any paid to us by you in this regard.

Date

Signature with seal

Name:

Designation :

Annexure-11
Compliance Statement
[On Firm's / Company's letter head]

**SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services
for A Period of Three Years**

Ref: JKGB/DAC/2025-26/5724

Date:19-11-2025

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Description	(Yes / No)	Remarks / Deviations
Compliance to Terms and Conditions		
Compliance to Scope of Work of the subject RFP		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date

Signature with seal

Name:

Designation:

Annexure -12
Undertaking Letter
[On Firm's / Company's letter head]

SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services for A Period of Three Years

Ref: JKGB/DAC/2025-26/5724

Date:19-11-2025

- a. We undertake that the proposed software/ tools/ solution to be supplied/ developed 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).
- b. We also confirm that we have quoted the services with GST only.
- c. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- d. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- e. We hereby confirm to undertake the ownership of the subject RFP even in case third party is also involved in project execution either fully or partially.
- f. We also confirm that we have not changed the format of BOM.

Date

Signature with seal

Name:

Designation:

Annexure-13
Escalation Matrix
[On Firm's / Company's letter head]

**SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services
for A Period of Three Years**

Name of the Bidder Firm:

Service-Related Issues:

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (If response not received in 4 Hours)					
c.		Regional/Zonal Head (If response not recd in 24 Hours)					
d.		Country Head (If response not recd in 48 Hours)					

Any change in designation, substitution will be informed by us immediately.

Date

Signature with seal

Name:

Designation:

Annexure-14
Bill of Material

SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services for A Period of Three Years

Ref: JKGB/DAC/2025-26/5724

Date:19-11-2025

Notes

1. These details should be on the letterhead of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2. The base location for the project execution would be Jammu.
3. The consultant will have to work as per the timings of the Bank.
4. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
5. Do not change the structure of the format nor add any extra items.
6. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

SUB: Bid for Supply, Installation, Implementation, Commissioning and Maintenance of WhatsApp Banking Solution.

Table - A

Cost of Implementation & Account setup Charges

[Amount in Indian Rupees]

Sl. No.	Description	Cost per unit	Qty.	Total	Tax %	Tax value	Total amount
		a	b	c=a*b	d	e	f=c+e
1.	One Time Implementation Cost and Whatsapp Account Number setup & verification cost		1				

Table - B
Cloud Usage Charges

[Amount in Indian Rupees]

Sl. No.	Description	Cost per Month	Months	Amount (Excl. of Taxes)	Tax for Column c		Total amount
		a	b	c=a*b	d Tax %	e Tax value	f=c+e
1.	Cloud usage Charges		36				

Table - C
Charges per Whatsapp Banking Messages

1. Charges for Bank Initiated Whatsapp messages

[Amount in Indian Rupees]

Sl. No.	Description	Cost per unit**	Number of messages	Amount (Excl. of Taxes)	Tax %	Tax value	Total amount
		a	b	c=a*b	d	e	f=c+e
1.	Utility conversations		10,00,000*				
2.	Authentic Conversations		10,00,000*				
3.	Marketing Conversations		10,00,000*				

2. Charges for User Initiated Whatsapp messages:
[Amount in Indian Rupees]

Sl. No.	Description	Cost per unit**	Number of messages	Amount (Excl. of Taxes)	Tax %	Tax value	Total amount
		a	b	c=a*b	d	e	f=c+e
4.	Service Conversations		10,00,000*				
5.	Total						

*- The quantity mentioned for Bank-Initiated/User-Initiated WhatsApp messages is indicative only to arrive at the Total Cost of Ownership (TCO). Bank at its discretion may avail the quantity based on the unit price provided by the vendor.

****The Unit price for Bank-Initiated/User-Initiated messages should be as per the pricing policy of Facebook Inc (Meta).**

Table-F

Total Cost of Ownership for 3 years Contract Period

		[Amount in Indian Rupees]
Sl. No.	Details	Total Cost of Ownership [inclusive of tax]
1.	Total Cost of Implementation & Account setup Charges as per Table-A [Total of Column f]	
2.	Total Cost for Cloud Usage Charges as per Table-B [Column f]	
3.	Total Cost Charges per Whatsapp Banking Messages as per Table-C [Column f]	
4.	Total Cost of Ownership for 3 years Contract Period [Sum of row 1, 2, and 3 of the Table-F]	

Undertaking

- i. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- ii. We confirm that we have gone through bid clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- iv. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- v. We are agreeable to the payment schedule as per “Payment Terms” of the bid.
- vi. The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

Date:
Seal

Signature with

Name:
Designation:

Annexure-15
Manufacturer Authorization Form

[Should be submitted on the letterhead of the OEM/OSO/OSD and signed by an Authorized Signatory of the OEM/OSO/OSD]

No. _____ dated _____

General Manager IT,
Jammu and Kashmir Grameen Bank,
DAC Cell, IT Department, Head Office,
Narwal, Jammu

Dear Sir,

**SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services
for A Period of Three Years**

Ref:

We _____ who are established and reputed manufacturers of _____ having factories/development facilities at 1) _____ and 2) _____ do hereby authorize M/s _____ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for bid offer.

We (Manufacturer/Original Software Owner/Developer) hereby extend our full guarantee and warranty as per terms and conditions of the bid and the contract for the solution, products/equipment and services offered against this invitation for bid offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for contract period from the date of installation.

We (Manufacturer/Original Software Owner/Developer) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by M/s for all the products quoted for and supplied to the bank during the Contract period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the updates within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and any new Operating Software releases at the bank's premises.

We also confirm that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations. We also confirm that all the equipment offered are not "End of Life" during the next One Year and "End of Support" for total Contract Period.

We hereby commit to the bid terms and conditions and will not withdraw our commitments during the process and or during the period of contract.

Yours faithfully
(Name)
For and on behalf of M/s

Appendix -A
Instructions to be noted while preparing/submitting Technical Proposal

All the Annexures should be submitted in Bidder 's Letter Head with seal and signature of the authorized signatory.

- 1) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.**
- 2) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the Bidder 's company / firm in the name of the person signing the bid documents with supporting documents.**
- 3) Bid Covering letter as per Annexure-1.**
- 4) Compliance to Qualification Criteria declaration as per Annexure-2 with documentary proof in support of the Pre-Qualification Criteria.**
- 5) Bidder 's Profile as per Annexure-3.**
- 6) Bid Security Declaration as per Annexure-4 (if eligible).**
- 7) Make in India Certificate as per Annexure-5.**
- 8) Non-Disclosure Agreement as per Annexure-6.**
- 9) Office details as per Annexure-7.**
- 10) Compliance to the Scope of Work as per Annexure-8.**
- 11) Documents for Technical Evaluation Criteria as per Annexure-09.**
- 12) Undertaking of Authenticity as per Annexure-10.**
- 13) Compliance Statement as per Annexure-11.**
- 14) Undertaking Letter as per Annexure-12.**
- 15) Escalation Matrix as per Annexure-13.**
- 16) Masked bill of Material as per Annexure-14.**
- 17) Manufacturer Authorization Form as per Annexure-15.**
- 18) Signed Pre-Contract Integrity Pact as per Appendix-F in non-judicial Stamp paper.**

Appendix-B
Instructions to be noted while preparing/submitting Commercial Proposal

All the Annexures should be submitted in Bidder 's Letter Head with seal and signature of the authorized signatory.

1. Bill of Material as per Annexure-14.

Appendix-C
Authorization Letter Format

(To be presented by the authorized person at the time of opening of Technical Proposal/ Commercial Bid on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No: JKGB/DAC/2025-26/5724

Date:19-11-2025

General Manager IT,
Jammu and Kashmir Grameen Bank,
DAC Cell, IT Department, Head Office,
Narwal, Jammu

Dear Sir,

**SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services
for A Period of Three Years**

Ref:

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend
the bid opening of the above RFP on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person at the time of Bid Opening
--

Appendix-D
Bank Guarantee Format for Earnest Money Deposit

To:

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

Dear Sir,

In response to your invitation to you RFP for WhatsApp Banking Solution, M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) for self and other associated Bidders and submit the proposal for WhatsApp Banking Solution & to provide related services as listed in the RFP document. Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the Jammu and Kashmir Grameen Bank having our Registered Office at Jammu hereby irrevocably guarantee an amount of ` /- (Rupees only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked

If the Bidder withdraws his proposal during the period of the proposal validity; or

If the Bidder, having been notified of the acceptance of its proposal by The Bank during the period of the validity of the proposal, fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to Jammu and Kashmir Grameen Bank the said amount of ` /- (Rupees only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Jammu and Kashmir Grameen Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. Notwithstanding anything contained herein:

Our liability under this Bank guarantee shall not exceed ` /- (Rupees only).

This Bank guarantee will be valid up to _____; and

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

In witness whereof The Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

Authorized Signatory

Appendix-E
Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

(FORMAT OF PERFORMANCE BANK GUARANTEE)

Bank Guarantee No:

Dated:

Bank:

To

General Manager IT,

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 WhatsApp Banking Solution 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

Appendix-F
Pre Contract Integrity Pact

(To be submitted by the bidder on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

Tender Ref.No: JKGB/DAC/2025-26/5724

Date:19-11-2025

INTEGRITY PACT

This Integrity Pact is entered into between Jammu and Kashmir Grameen Bank, having its Registered Head Office at Near Fruit Complex, Narwal, Jammu, J&K - 180006, acting through its _____ Department, hereinafter referred to as the "Bank/Buyer", and the first party;

AND

M/s _____, represented by _____, Chief Executive Officer/Authorized Signatory (which term shall include its successors and permitted assignees), hereinafter referred to as the "Bidder/Seller", and the second party.

Preamble

The Bank intends to procure and implement a WhatsApp Banking Solution, enabling delivery of digital banking services such as account information, mini statement, debit card-related services, RE-KYC facilitation, customer support, and other notified features through Meta's WhatsApp Business API in a secure and compliant manner.

In line with the Bank's commitment to transparency, fairness, and ethical conduct in procurement, this Integrity Pact forms an integral part of the RFP and the subsequent contract.

The Bank may appoint an Independent External Monitor (IEM) for overseeing compliance with this Pact.

1. Commitments of the Bank

1.1 The Bank commits itself to:

- a) Ensure that no employee of the Bank, directly or indirectly, solicits or accepts any gratification, benefit, or undue advantage in relation to the RFP or future contract.
- b) Provide equal and unbiased information to all participating bidders during the pre-bid and bid stages.
- c) Maintain transparency and prevent any influence, bias, or interference by prejudiced personnel.

1.2 If the Bank becomes aware of misconduct or corrupt practices by any employee in relation to this project, it shall notify the Chief Vigilance Officer and take appropriate legal and disciplinary action.

2. Commitments of the Bidder

2.1 The Bidder commits to:

- a) Not offer, directly or through intermediaries, any bribe, gift, favour, commission, or benefit to any Bank official or related party for securing advantage in the evaluation or award of the WhatsApp Banking contract.
- b) Disclose the name, address, and role of any agents, representatives, or associates engaged for this project.
- c) Disclose all payments made to agents or intermediaries connected with the bid or contract.
- d) Not engage any person or entity to influence Bank officials, directly or indirectly, regarding award of the contract.
- e) Not collude with other bidders to restrict competition or influence bid evaluation.
- f) Not misuse or disclose any confidential information provided by the Bank, including details of architecture, APIs, security controls, template flows, Meta API configurations, or internal banking processes.
- g) Ensure that all components of the WhatsApp Banking Solution – including hosting, APIs, dataflow, logs, encryption, storage, dashboards, and service operations – comply with RBI, NPCI, Meta Business API guidelines, MeitY cloud norms, CERT-In security advisories, and other applicable regulatory requirements.
- h) Ensure that customer data, logs, messages, and analytics derived from WhatsApp Banking services are handled strictly as per the Bank's Information Security Policy and shall not be shared, monetized, or used for any purpose other than delivery of the Bank's services.

3. Disqualification and Exclusion

3.1 If the Bidder violates any part of Clause 2 or engages in corruption, collusion, or any fraudulent activity during pre-contract or post-contract stages, the Bank may:

Disqualify the Bidder from the tender process;

Terminate the awarded contract;

Initiate legal and financial recovery actions;

Debar the Bidder from participating in future procurements.

4. Independent External Monitor (IEM)

4.1 The Bank may appoint an IEM in consultation with the CVC.

4.2 The IEM will independently review compliance with this Pact.

4.3 The IEM shall have unrestricted access to project records, meetings, and correspondence.

4.4 The IEM may submit reports directly to the Chairman of the Bank and/or CVC if required.

5. Price Fall Clause

The Bidder undertakes that it has not supplied and will not supply a similar WhatsApp Banking Solution or its components to any Government Department, PSU, Public Sector Bank, or Ministry at a price lower than that quoted to the Bank.

If such a situation is discovered during the contract validity period, the lower price will automatically apply to this contract, and the Bidder must refund the price difference to the Bank.

6. Duration of the Pact

This Pact becomes effective upon signing and remains valid:

Through the entire bid process;

During contract execution;

For the full warranty/AMC period;

Until final payment and closure of the project.

7. Law and Jurisdiction

This Pact shall be governed by the laws of India.

The jurisdiction for all disputes shall be Jammu (J&K).

8. Other Provisions

8.1 If the Bidder is a partnership/consortium, all members must sign this Pact.

8.2 If any clause is found invalid, the remainder shall continue in effect.

8.3 Any amendments must be jointly agreed in writing.

For & On behalf of the Bank

(Name & Designation)

Date: _____

Stamp:

Witness

1. _____

2. _____

For & On behalf of the Bidder

(Name & Designation)

Date: _____

Stamp:

Witness

1. _____

2. _____

Annexure G - Letter for Refund of EMD

LETTER FOR REFUND OF EMD

(To be submitted by the unsuccessful bidders)

Date:

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

We _____(Company Name) had participated in the RFP Whatsapp Banking Solution as Service and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No	Bidder Name	Cheque / DD Number	Drawn on (Bank Name)	Amount(Rs)
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Sign

Name of the signatory:

Designation:

Company Seal

Appendix-H
Draft Contract Agreement

CONTRACT AGREEMENT FOR

THIS AGREEMENT (the Agreement) executed at Jammu on day of 2023.

BETWEEN

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 and licensed/ authorized to carry on banking business under the Banking Regulations Act, 1949 and having its registered office at Narwal, Jammu, Pin-180006, Jammu and Kashmir (Hereinafter referred to as “Bank” or “Purchaser”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) of the ONE PART

AND

M/s, a Company/Firm constituted and registered under the provisions of the Companies Act 1956 having its Registered Office at represented by the Authorized Signatory, Mr..... (Designation) (hereinafter referred to as "Vendor /service provider" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **OTHER PART**:

The Purchaser and Vendor/service provider are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited Bids for Products/Services VIZ, (Brief description of product/service/solutions) and has accepted the Bid by the Vendor/service provider for for the sum of Rs..... (Rupees only) exclusive of GST (herein after called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/ Amendments/ Sanction Order/ Contract referred to.

The RFP Document/ Bid No dated as amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes

- a) The Bid Form and the Price Schedule submitted by the Bidder.
- b) The Bill of Material.
- c) The Technical & Functional Specifications;
- d) The Terms and Conditions of the Contract;
- e) The Purchaser's Letter of Intent/Notification of Award;
- f) Schedule of Dates, Amounts etc.,
- g) Pre-Contract Integrity Pact;

- h) All pre bid clarifications/mail communications shared with the Bidder during the processing of this bid.

All the above are collectively referred to as "the said documents" forming an integral part of the Contract are to be taken as mutually explanatory to one another. Detailed site orders as and when released shall form an integral part of this contract. However, in case of conflict between the Clauses of the Contract and Schedules appended to the Contract, provisions of the Clauses of the Contract shall prevail.

1. SCOPE OF WORK:

As per the requirement of the Bank.

2. GENERAL CONDITIONS TO CONTRACT:

- 2.1. Either party shall not assign any rights or obligations herein without obtaining the prior consent of the other Party.
- 2.2. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 2.3. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 2.4. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 2.5. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 2.6. If during the term of Contract, the performance in whole or in part by either Party [BANK/VENDOR/ SERVICE PROVIDER] of any obligations under the Contract is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall be entitled to terminate this Contract nor have any claim for damages against the other by reason only of such non-performance or delay in performance.

- 2.7. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 2.8. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 2.9. Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy. Non-disclosure Contract (NDA) will have to be executed with the BANK as per the format prescribed by the Bank.
- 2.10. RFP dated along with clarifications & amendments issued shall form integral part and parcel of this CONTRACT.

3. SECURITY DEPOSIT / PERFORMANCE OF BANK GUARANTEE:

As specified in the RFP.

4. VALIDITY OF THE CONTRACT:

The Contract shall be valid for the full duration till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or further orders to be released by Vendor/ Service Provider as per the terms and conditions in this contract.

5. PAYMENT TERMS:

As specified in the RFP.

6. ASSIGNMENT:

- 6.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the BANK's prior written consent.
- 6.2. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.

7. SUB-CONTRACTING:

VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.

8. ORDER CANCELLATION/TERMINATION OF CONTRACT:

- 8.1. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by

the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

- 8.1.1. Delay in delivery beyond the specified period for delivery.
 - 8.1.2. Serious discrepancies noted in the items delivered.
 - 8.1.3. Breaches in the terms and conditions of the Order.
- 8.2. The Bank reserves the right to cancel the contract placed on the Vendor/Service Provider and recover expenditure incurred by the Bank on the following circumstances:
- 8.2.1. Non submission of acceptance of order within 7 days of order.
 - 8.2.2. Excessive delay in execution of order placed by the Bank.
 - 8.2.3. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
 - 8.2.4. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
 - 8.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 8.2.6. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
 - 8.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 8.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services without assigning any reasons.
- 8.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.
- 8.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 8.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 8.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

9. AMENDMENTS TO CONTRACT:

Once Contract is executed by the VENDOR/ SERVICE PROVIDER, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless mutually agreed and reduced into writing by both the parties.

10. INTELLECTUAL PROPERTY RIGHTS:

- 10.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.
- 10.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:
 - [a] Procure for BANK the right to continue to use such deliverables;
 - [b] Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or
 - [c] If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent equipment in addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.
- 10.3. The indemnification obligation stated in this clause shall apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 10.4. VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision making processes of BANK are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

11. INDEMNITY:

11.1. VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

11.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;

11.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;

11.2. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of **Solution** supplied by them.

11.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and Bidder shall continue to be liable under the indemnities.

11.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

11.2.3. All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the Bidder.

12. CONFIDENTIALITY AND NON-DISCLOSURE:

12.1. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.

12.2. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.

12.3. Provided that the Confidentiality Clause may not be applied to the data or information which;

- a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
- b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
- c) Is required by law or regulatory compliance to disclose to any third person.
- d) Is explicitly approved for release by written authorization of the Bank."

THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.

13. FORCE MAJEURE:

- 13.1. VENDOR/ SERVICE PROVIDER shall not be liable for default or non-performance of the obligations under the Contract, if such default or non-performance of the obligations under this Contract is caused by any reason or circumstances or occurrences beyond the control of VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.
- 13.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.
- 13.3. In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the BANK in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the BANK, VENDOR/ SERVICE PROVIDER shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 13.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the BANK and VENDOR/ SERVICE PROVIDER shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the BANK shall be final and binding on the VENDOR/ SERVICE PROVIDER.

14. SOCIAL MEDIA POLICY:

- 14.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- 14.2. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
 - 14.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
 - 14.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.
 - 14.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.
 - 14.2.4. Any usage of information or data for purposes other than for Bank's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

15. RIGHT TO AUDIT:

- 15.1. The VENDOR has to get itself annually audited by internal/ external empaneled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.
- 15.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 15.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to such auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER

16. DISPUTE RESOLUTION MECHANISM:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of Parties failing to consent upon a single Arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole Arbitrator as provided under the Arbitration and Conciliation Act, 1996. Place of Arbitration shall be Jammu, India which will be governed by Indian Arbitration and Conciliation Act, 1996. Proceedings of Arbitration shall be conducted in English language only.

17. GOVERNING LAWS AND JURISDICTION OF THE COURT:

All disputes and controversies between Bank and VENDOR/ SERVICE PROVIDER shall be subject to the exclusive jurisdiction of the courts in Jammu and the parties agree to submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.

18. NOTICES:

Any notice or other communication required or permitted by this Contract shall be in writing, in English, delivered by certified or registered mail, return receipt requested, postage prepaid and addressed as follows or to such other address as may be designated by notice being effective on the date received or, if mailed as set above:

If to BANK:

Registered Office Address:,
Jammu and Kashmir Grameen Bank
Head Office
DAC Cell, IT Department,
Near Fruit Complex Narwal,
Jammu -180006
Designated Contact Person: (Designation)
Phone:
Email:

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. _____ (_____)
Phone: +91-_____
Email: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first herein above written.

Signature:
Name:

Signature:
Name:

Designation:
For & on behalf of:
(BANK)

Designation:
For & on behalf of
(VENDOR/ SERVICE PROVIDER)

In the presence of:

In the presence of:

Signature: 1:
Name:
Designation:

Signature: 1:
Name:
Designation:

Signature: 2:
Name:
Designation

Signature: 2:
Name:
Designation