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**REQUEST FOR PROPOSAL (RFP)**

For Empanelment of IT/Cyber Security/ IS Auditors from CERT-In Empaneled Auditors for various Audits like IS Audit of Applications/ Systems, Migration Audit of Various Systems, Cyber Security Audits, Data Localization Audit etc on need basis for period of 3 Years in J&K Grameen Bank (JKGB).

REF: RFP No. JKGB/IT/AUDIT/2024-25/2383, Dated 22-July-2024

S No	Description	Schedule
1	Date of uploading of Request for Proposal Document on Bank's website	Request for Proposal Documents can be downloaded from the Bank's website <a href="http://www.jkgb.in">www.jkgb.in</a> starting from 22-07-2024. The Request for Proposal Document cost needs to be deposited along with the Proposal as directed in this document.
2	Pre bid conference with prospective Bidders	At 16.00 hrs on 01-08-2024 at J&K Grameen Bank, Head office, Near Fruit Complex, Narwal, Jammu – 180006.
3	Date of commencement of Bidding Process.	22-07-2024
4	Last date of submission of Bid	At 17.00 hrs on 12-08-2024 at J&K Grameen Bank, Head office, Near Fruit Complex, Narwal, Jammu – 180006.
5	Date and place of opening of the Technical Bids	At 15.00 hrs on 13-08-2024 at the J&K Grameen Bank Head office, Near Fruit Complex, Narwal, Jammu – 180006.
6	Cost of RFP	INR 5,000/- + 18 % GST (Non-refundable) i.e. INR 5900 (Five thousand and nine hundred only) should be submitted online only in favor of J&K Grameen Bank on or before last date of bid submission in the following account: IFSC Code : JAKA0GRAMEN Bank & Branch : J&K Grameen Bank, Narwal, Jammu, J and K, 180006, Jammu, J and K, 180006 Account No. 2000530100000217 Account Name:- Tender Fee Proof/receipt of online transfer of Tender Fee mentioning reference no & date of transfer shall be submitted in technical bid.
7	Earnest Money Deposit	INR 1 Lakh shall be submitted online on or before last date of bid submission or in the form of Bank Guarantee (BG) in favor of The General Manager, J&K 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 : J&K Grameen Bank, Narwal, Jammu, J and K, 180006 Account No. 2000070690000001 Account Name:- Earnest Money Deposit In case of online transfer of EMD amount, proof/receipt mentioning reference no & date of transfer shall be submitted in technical bid.

The bank reserves the right to amend the date due to unforeseen circumstances. All such changes will be duly notified on the website of the bank.

**Definition of Terms used in the RFP:**

Following terms are used in the document interchangeably to mean:

Bank means JKGB, J&K Grameen Bank
Recipient, Respondent and Bidder and Vendor means "Respondent to the RFP Document".
Auditor/ Consultant would mean Auditing / Consulting firms, Service Provider
RFP means the "Current RFP Document"
DC Means the Bank's Data Centre at Noida
DR, DRSM means Bank's Disaster Recovery Site at Mumbai
BFSI means Banking, Financial Services and Insurance
DRP Means the "Disaster Recovery Procedures"

**Confidentiality**

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

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## **1 Introduction**

### **1.1 Introduction and Disclaimer**

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

The Bank with its network of 217 branches/offices spread across 11 Districts of the UT of Jammu & Kashmir and UT of Ladakh has been delivering Banking services to more than 12 Lakh customers through 6 Regional offices and 217 branches.

The Bank has put in place a robust IT infrastructure with Finacle 10.x as CBS platform running in all Business Units. The Bank's servers are co-hosted at sponsor bank's Data Centre in Noida, DR Site in Mumbai and the IT operations are managed from J&K Grameen Bank H.O Narwal Jammu.

### **1.2 Information Provided**

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

### **1.3 Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisors.

### **1.4 Costs Borne by Respondents**

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

### **1.5 Recipient Obligation to Inform Itself**

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

### **1.6 Evaluation of Offers**

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

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

Bidders satisfying the eligibility conditions (mentioned in **Annexure-3**) and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work stipulated in **Annexure-9**, may submit their bid on or before the time line stipulated.

### **1.7 Errors and Omissions**

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

### **1.8 Acceptance of Terms**

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

## **2 Terms of the RFP Response**

### **2.1 Registration of RFP Response**

Registration of RFP response will be effected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e-mail, the RFP is liable to be summarily rejected.

All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation.

### **2.2 RFP Validity period**

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date.

### **2.3 Appointment period**

Post the evaluation process, the selected firm/s would be initially empaneled by the Bank for Conducting IS Audit of Applications/Systems, Cyber Security Audit, Migration Audit of Systems, System Audit for Data Localization and IS Audit Related Consulting Services on need basis for a period of -03-years.

### **2.4 Communication on the RFP**

Recipients are required to address all communication/ clarifications/ queries, if any relating to the RFP in writing via email on or before the last date of receiving request for clarifications as per details provided in the RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as Addendum to the RFP and will be published on the Bank's website under Tenders section. However, the Bank will not answer any communication initiated by the Respondents beyond



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the dates provided in “**Key Information on the RFP Response Submission**”.

The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent’s response.

Respondents should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

## **2.5 Notification**

The Bank will notify all the Respondents in writing, through e-mail, immediately post completion of the RFP Evaluation on the outcome of the process. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

## **2.6 Disqualification**

Any form of canvassing/ lobbying/ influence will result in disqualification at the sole discretion of the Bank.

## **2.7 Language**

The RFP response prepared by the Firm, as well as all correspondence and documents relating to the RFP exchanged by the Firm and the Bank and supporting documents and printed literature shall be in the English language only.

## **2.8 Formats of Bids**

The Firms should use the formats prescribed by the Bank in submission of the RFP Response. The Bank reserves the right to ascertain information from the banks and other Institutions to which the Firms have rendered their services for execution of similar assignments.

## **2.9 Timeframe**

The timeframe has been provided at the start of this document for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

## **2.10 RFP Response Submission Details**

Eligibility Cum Technical bids shall be submitted in separate sealed envelope super scribing:

**“ELIGIBILITY CUM TECHNICAL BID FOR J&K GRAMEEN BANK – RFP FOR empanelment of Auditors for Conducting various Audits – TENDER REFERENCE NO. .... SUBMITTED BY ..... ON AT JAMMU, DUE DATE .....**

### **VENDOR DETAILS:**

**NAME ....., EMAIL ADDRESS ....., CONTACT NUMBER .....**” on the top

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of the envelope containing the eligibility cum technical bid. The envelope should also have the EMD as per requirement of this RFP. This envelope should have hard copy and CD / Pan Drive of Eligibility and Technical Bid Content.

All documents pertaining to Technical Proposal Envelope should be completed and duly signed by the authorized signatory with the seal of the bidder.

Only Bidders that fulfill all the eligibility criteria are eligible to participate in this Bid. The Bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those bidders, who do not fulfill any of the eligibility criteria as stated in full, will be summarily rejected. Firms fulfilling the eligibility criteria will proceed to the next stage of the Technical Evaluation. The Bank's discretion on 'Eligibility Criteria' is final.

**Note- All the support documents need to be submitted duly indexed / numbered sequentially.**

The Technical Proposals should be complete in all respects and should contain all information as specified in the RFP. The Technical Proposal should indicate the ideas, solutions and processes suggested for the assignment.

All the relevant pages of the proposal are to be numbered and signed by an authorized signatory on behalf of the Firm. The number should be unique serial number across the document. The Bidder should provide documentary evidence of the authorized signatory for the purpose of this RFP.

**Pre Bid Queries:**

The Bidder should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases, seek clarification through e-mail in advance, in the same serial order of the RFP by mentioning the relevant Page number and clause number of the RFP. All communications regarding points requiring clarifications on doubts, if any, shall be given to the RFP Co-coordinator by the intending bidders before the timelines specified through e-mail communication.

**2.11 Earnest Money Deposit**

- i. EMD is ₹ 1, 00,000/- only (Rupees One Lakh Only).
- ii. EMD value should be submitted in the form of online deposit or Bank Guarantee (BG) in favor of The General Manager, J&K Grameen Bank and filling all the details as per specified Performa.
- iii. Unsuccessful Bidders' bid security will be returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Bank or the date of evaluation of bids whichever is earlier.
- iv. The successful Bidder's bid security will be discharged upon the Bidder accepting the purchase order and furnishing the Performance Guarantee.
- v. The bid security may be forfeited:
  - a. If a Bidder withdraws its bid during the period of bid validity  
Or
  - b. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/ or misleading at any time and/ or conceals or suppresses material information;  
Or

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- c. In case of the successful Bidder, if the Bidder fails to sign the agreement.

### **2.12 Financial Proposal**

The financial quotes are not required to be submitted at the time of tender submission by the service providers. Financial quotations will be invited by the bank from empanelled service providers during the period of empanelment based on bank's requirements. Bank as a part of closed tendering process may ask the empanelled service provider to submit their commercials for the specified skills as per requirement of bank. Bank may request the service provider to expressly mention the manpower rate for specified skills required for assignment.

Those service providers who become empanelled and do not submit the commercial quotes on banks request, Bank will have discretion to disqualify the service provider from empanelment process and thereafter will not be eligible to participate in any of banks requirement during the empanelment period. The security deposit submitted by service provider will be forfeited.

Commercial quotes should be submitted as and when the same is invited by the bank in sealed envelope. The least cost service provider shall qualify as the L1 service provider. The service provider is expected not to add any conditions / deviation in the commercial bid. Any such condition / deviation may make the bid liable for disqualification.

The Financial Proposals should contain all relevant price information and should not contradict the Technical Proposal in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, excluding GST. The Bank is not responsible for the arithmetical accuracy of the bid.

The service provider will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Firm. The Bank at a later date will not accept any plea of the Firm or changes in the commercial offer for any such assumptions.

## **3 Terms of Reference**

### **3.1 Introduction and Overview**

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

The Bank with its network of 217 branches/offices spread across 11 Districts of the UT of Jammu & Kashmir and UT of Ladakh has been delivering Banking services to more than 12 Lakh customers through 6 Regional offices and 217 branches.

The Bank has put in place a robust IT infrastructure with Finacle 10.x as CBS platform running in all Business Units. The Bank's servers are co-hosted at sponsor bank's Data Centre in Noida, DR Site in Mumbai and the IT operations are managed from J&K Grameen Bank H.O Narwal Jammu.

#### **OBJECTIVES OF FLOATING RFP:**

To improve the effectiveness of Controls in Applications/ Systems of the Bank, Migration Audit of Systems and other IS Audit Related Services by the way of consultation with the area specialists.

### **3.2 Purpose**

The Bank, for this purpose, invites proposals from competent Firms who are interested in participating in this RFP and must fulfill the eligibility criteria mentioned under Annexure 03 and also in a position to comply with the technical requirement mentioned and submit the required proposal as per the RFP. Apart from the above the Firm must also agree to all our terms & conditions mentioned under this RFP.

### **3.3 Project Scope & Deliverables**

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- A description of the envisaged scope is mentioned in Annexure-9. The activity list mention under each category is illustrative but not exhaustive. The activity list may undergo changes/updates due to implementation of any new technology products, projects, configuration requirements, business needs, legal and regulatory requirements etc.
- Based on the contents of the RFP, the selected vendor shall be required to independently arrive at Approach and Methodology, based on globally acceptable standards and best practices, suitable for the Bank, after taking into consideration the effort estimate for completion of the same and the resource and the equipment requirements.
- The Bank expressly stipulates that the SP's selection under this RFP is on the understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The SP shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to the Bank.

J&K Grameen Bank may at any time during the contract require the Bidder to revise the Services or Supplies including Completion Date. In an event of such nature, J&K Grameen Bank will request the Bidder to state in writing the effect such variation will have on the work schedule. The Bidder shall furnish these details, in writing, in two weeks from the receipt of such request. Details of project deliverables are as mentioned in Annexure-9.

Service Providers who meet the eligibility and technical criteria would only qualify as empaneled Service Providers for a period of -03- years.

During the empanelment period, Bank will provide scope of work for each assignment and ask for commercial quote from empaneled service providers within the given time frame. The least cost service provider shall qualify as the L1 service provider. The L1 service provider will be awarded contract to execute that assignment.

Those Service providers who become empanelled and to not submit the commercial quotes on banks request, Bank will have discretion to disqualify the Service Provider from empanelment process and thereafter will not be eligible to participate in any of banks requirement during the empanelment period.

#### **4 Evaluation process**

##### **4.1 Opening of Eligibility & Technical Proposal**

Proposals received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms bidding who choose to attend the opening of the offer on the date and time specified in this RFP document. The Authorized representative of the firm having photo identification, present shall sign a register of attendance. The representative has to submit an authority letter duly signed by the firm, authorizing him to represent and attend the Bid opening on behalf of the firm.

##### **4.2 Preliminary Scrutiny**

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement. The eligibility of the firms will be evaluated as per the RFP terms of eligibility criteria. Further if the firm is found eligible, the proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified under the TECHNICAL PROPOSAL EVALUATION CRITERIA. The Bids which are securing the technical score of 70 or more marks out of a total of 100 marks are considered as technically qualified. The Bank however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.

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A list of the resources to be deployed for the assignment to be furnished with details of Name, Age, Qualifications, Experience and location in Annexure 12. During the course of the presentation, the Bank has the right to interview the personnel, to decide to deploy in the assignment or not. The Bank shall reserve the right to seek the change of Resource personnel in case of need. The Bank reserves the right to review the decision of appointment of the Auditor at any point of time.

#### **4.3 Technical Proposal evaluation criteria**

Bank may call for a presentation before the Selection Committee of the Bank by the eligible firms on their understanding of the key considerations for IT Infrastructure Audit of (Data Centre/ Disaster Recovery Centre/ Near Site and Security Operations centre) of J&K Grameen Bank, proposed Methodology and Approach to be adopted for the Bank, and the proposed team. The technical capabilities and competence of the Firm should be clearly reflected in the write-up. The date and time of the presentations, if required will be notified by the Bank; no changes in the schedule will be entertained thereafter.

Based on the details submitted by the Firms in the Technical Proposal and the write up/presentation made by them before the Selection Committee of the Bank, the Technical Evaluation of the eligible Firms will be carried out as per annexure-3.1:

#### **4.4 Eligibility cum Technical Proposal**

Eligibility & technical criteria for the Bidder to qualify this stage is clearly mentioned in Annexure 03 & 3.1– Eligibility Criteria Compliance to this document. The Bidder would need to provide supporting documents as part of the eligibility proof. The Technical Proposal will also be evaluated for technical suit ability.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.

The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Firms to this document and the Bank will not entertain any correspondence in this regard.

#### **4.5 Commercial Evaluation**

Service Providers who meet the above eligibility and technical criteria would only qualify as empanelled Service Providers for conducting IS Audit of Applications/ systems, Migration Audit of Various Systems and IS Audit related Consulting Services. The Commercial Quotes are not required to be submitted at the time of tender submission by the Service providers. Commercial quotations will be invited by Bank from empanelled Service providers during the period of empanelment based on Bank's requirements. Bank as part of the closed tendering process may ask the empanelled Service provider to submit their manpower rate for the specified skills as per requirement of the project/ Bank.

Those Service providers who become empanelled and do not submit the commercial quotes on banks request, Bank will have discretion to disqualify the Service Provider from empanelment process and thereafter will not be eligible to participate in any of banks requirement during the empanelment period. The Security Deposit submitted by the Service provider will be forfeited.

Commercial quote should be submitted as and when the same is invited by the Bank in sealed envelope. The least cost Service provider shall qualify as the L1 Service Provider. The Service Provider is expected not to add any conditions/ deviations in the commercial bid. Any such conditions/ deviations may make the bid liable for disqualification.

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**5 Terms and conditions**

**5.1 General**

**5.1.1 General Terms**

The Bank expects the Firm to adhere to the terms of this RFP and would not accept any deviations to the same. Unless expressly overridden by the specific agreement to be entered into between the Bank and the Firm, the RFP shall be the governing document for arrangement between the Bank and the Firm.

The Bank expects that the Firm appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank, preferably from a single point. Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Firm responses would not be incorporated automatically in the RFP.

**5.1.2 Rules for Responding to this RFP**

All responses received after the due date/time would be considered late and would be liable to be rejected.

All responses should be in English language. All responses by the Firm to this RFP shall be binding on such Firm for a period of 180 days after opening of the bids.

All bid responses would be deemed to be irrevocable offers/proposals from the Firms and may be accepted by the Bank to form part of final contract between the Bank and the selected Firm. Unsigned responses would be treated as incomplete and are liable to be rejected.

The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within 180 days from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the Firm would have the choice to maintain the EMD with the Bank or to withdraw the bid and obtain the security provided.

The Firm may modify or withdraw its offer after submission, provided that, the Bank prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Firm subsequent to the closing date and time for submission of the offers.

It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required form at or partial submission of technical details.

In case of discrepancy in soft copy and hard copy of the bids, the Firm agrees that Bank will consider 'ORIGINAL' hard copy as final and it will be binding on the Firm. The Bank in this case may also reject the offer outright.

The Firm at no point of time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Firm shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at the Bank's discretion:

- a) Bids submitted by the holding Firm and its subsidiary
- b) Bids submitted by two or more Firms/ Partnership firms/ LLPs having common partners
- c) Bids submitted by two or more firms in the same group of promoters/ management

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d) any other bid in the sole discretion of the Bank is in the nature of multiple bids.

### **5.1.3 Price Bids**

The firm is expected to quote Price in **Indian Rupees** for the professional services as and when asked by Bank and out of pocket expenses, and excluding GST. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fee and applicable GST. The Bank will pay the GST as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the Consultancy firm payments. The Consultancy firm shall take into account all conditions and difficulties that may be encountered during the course of assignment while quoting their fee.

**5.1.3.1** Price Bids will be invited by Bank from empanelled Service providers only during the period of empanelment based on Bank's requirements. The date for opening of price bids would be communicated separately to the empanelled Service providers.

**5.1.3.2** Bank based on its requirements shall call for price bid from the empanelled Service providers. The price bid should adhere to the following:

**5.1.3.2.1** The service provider is requested to quote in Indian Rupees (INR). Bids in Currencies other than INR would not be considered.

**5.1.3.2.2** The prices when asked by the Bank and other terms offered by Service providers must be accepted for period of 180 days from the opening of the commercial bid.

**5.1.3.2.3** Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Service provider will be final and binding on the Service provider and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the Service provider should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the Service provider."

**5.1.3.2.4** The Service provider is required to quote for all the components/ services as per Bank's requirements. In case the Service provider does not quote for any of the components/ services, the response would be deemed to include the quote for such unquoted components/ service at no extra cost to the Bank. The Bank shall ascertain and conclude that everything as mentioned in the RFP and future Bank's requirements circulated to the Service providers and responded by the Service provider have been quoted for by the Service provider, and there will be no extra cost associated with the same in case the Service provider has not quoted for the same.

**5.1.3.2.5** In the event that Bank has not asked for any quotes for alternative prices, and the Service provider furnishes the alternative price in the Service provider's financial bid, the higher of the prices will be taken for calculating an arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.

**5.1.3.2.6** In the event optional prices are not quoted by the Service Provider, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Service Provider will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the defaulting/ deviating Service provider. The same item has to be supplied by the Service provider free of cost.

**5.1.3.2.7** The Bank is not responsible for any assumptions or judgements made by the Service

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Providers for arriving at any type of costing. The Bank at all times will benchmark the performance of the Service provider to the RFP and other documents circulated to the Service provider and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Service provider must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the Service provider.

**5.1.3.2.8** All out of pocket expenses, travelling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Service provider to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Service provider cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

## **5.2 Others**

- The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document



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- Only one submission of response to RFP by each Respondent will be permitted.
- The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- All responses received after the due date/time would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification.
- Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- The bidders required to quote for all the components/services mentioned in the "scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

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- In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. 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.
- The bidder covenants and represents to the Bank the following:
  - It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
  - It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- The execution, delivery and performance under an Agreement by bidder :
  - Will not violate or contravene any provision of its documents of incorporation;
  - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality/other regulatory, governmental/public body, agency or authority by which it is bound or by which any of its

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properties or assets are bound;

- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.
- Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services 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 the offers not adhering to these guidelines as unacceptable.
- Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax

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returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

- RFP responses received after the deadline for lodgement of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.
- MSME bidder is exempted from payment of cost of RFP and EMD if bidder furnishes requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc.

### **5.3 Contract Commitment**

The Bank intends that the contract commitment, which is contemplated herein with the successful Firms, shall be for a period as defined by the Bank as per the specifications contained in this RFP.

### **5.4 Payment Terms**

The auditor's fees will be paid in the following manner for each item/activity which will be described in the Financial Proposal at the time of each assignment:

1. 70% of the professional fee on the completion of the each of the projects and submission and acceptance of initial reports for management comment.
2. 30% of Payment after rectification/correction/implementation suggestions by the Service Provider and submission of the Final Compliance Audit report to the Bank.

All invoices will be paid by the Bank within a period of 45 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

### **5.5 Sub-contracting**

**Sub-contracting is not permitted.**

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work /services shall be subcontracted without the prior permission from the Bank in writing.

### **5.6 Service Level Agreement and Non-Disclosure Agreement:**

- The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure 13), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.
- All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

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## **6 General Terms and Conditions**

### **6.1 Dispute Resolution**

- The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.
- If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The seat and place of arbitration shall be Jammu. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

### **6.2 Governing Laws**

The RFP and subsequent contract shall be governed and construed and enforced in accordance with the laws of India, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts having jurisdiction in Jammu shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

### **6.3 The bid submission by related parties:**

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms /LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

In the case of software or hardware either the Indian agent on behalf of the principal or Principal itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal, the same agent cannot submit a bid on behalf of another Principal/ in this tender for the same solution.

### **6.4 Right to Reject Bids:**

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.

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- It is not accompanied by the requisite Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through Telex / telegram / fax / email
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- Submitted by related parties
- It is submitted anywhere other than the place mentioned in the RFP.

**Further Bank reserves the rights to:**

- Reject any or all responses received in response to the RFP
- Extend the time for submission of all proposals
- Cancel the RFP at any stage, without assigning any reason whatsoever.
- Visit the place of work of the bidder
- Conduct an audit of the services provided by the bidder.
- Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

### **6.5 Assignment**

The Firm agrees that the Firm shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the Firm's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Firm under this RFP.

### **6.6 Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

### **6.7 Termination**

- Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further

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bank may impose such restriction/s on the defaulting bidder as it deemed fit.

- 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 such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

## **6.8 Audit**

All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

## **6.9 Compliance with Laws**

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labour welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

The Firm should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities in respect of Data Privacy and especially the guidelines issued by RBI with respect to outsourcing and protection of SPDI (sensitive personal data or information) as per IT (Amendment) Act 2008 including the provisions of the Information Technology Act, 2000 and the rules/ regulations framed there under, such as the Information Technology (reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.

## **6.10 Corrupt and Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the **Annexure 14** of this RFP.

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Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution 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.

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.

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.

#### **6.11 Violation of Terms**

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Firm from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

#### **6.12 Abide with Bank’s Policies-**

Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank’s Policies.

#### **6.13 Authorized Signatory**

The selected Firm shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Firm shall submit, at the time of signing the contract, a letter signed by all the partners, authorizing an official or officials of the Firm or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Firms shall furnish proof of signature identification for above purposes as required by the Bank.

#### **6.14 Right to Reject Proposals**

The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. Proposals received from Respondents are liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through e mail / fax.
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.



**RFP for Empanelment of Service Providers for Conducting IS Audit of Applications/ Systems, Migration Audit of Various Systems, and IS Audit Related Consulting Services**

- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP.

**6.15 Information Confidentiality:**

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. J&K Grameen Bank expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

**7. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

**RFP for Empanelment of Service Providers for Conducting IS Audit of Applications/ Systems, Migration  
Audit of Various Systems, and IS Audit Related Consulting Services**

**Annexure 1 – Technical Proposal Covering Letter**

***(This letter should be on the letterhead of the Vendor duly signed by an Authorized Signatory as per Board Approval)***

To,

The General Manager,  
J&K Grameen Bank  
Near Fruit Complex  
Narwal, Jammu-180006

REF: RFP No. JKGB/IT/AUDIT/2024-25/2383, Dated 22-July-2024

Dear Sir,

1. Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this tender and also to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of Tender opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India.
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

**Yours faithfully,**

**Authorized Signatory as per Board Approval Name:**

**Designation:**

**Vendor's Corporate Name Address**

**Email and Phone #**

**Date:**

**Annexure 2 – Letter of Authorization to Bid**

To,

The General Manager,  
J&K Grameen Bank  
Near Fruit Complex  
Narwal, Jammu-180006

Dear Sir,

SUB: Authorization Letter for submitting bid documents.

REF: RFP No. JKGB/IT/AUDIT/2024-25/2383, Dated 22-July-2024

This has reference to your above RFP for Empanelment of Service Provider for Conducting IS Audit of Applications/ Systems, Migration Audit of Various Systems and IS Audit Related Consulting Services on need basis for a period of -03- years.

Mr / Ms is hereby authorized to submit the bid documents and to sign the contract on behalf of our organization for all the services required by the Bank as called for the Bank's request for proposal vide above referred RFP on behalf of our organization. We confirm that all the prices quoted by him shall be binding on us. He/She is also authorized to take decisions on behalf of the firm till RFP process is completed.

Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the Firm against this RFP.

The specimen signature is attested below:

Specimen signature of the Representative Signature of  
the Authorizing Authority

Name of the Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is  
to be submitted

Note:

- 1) This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Firm in its proposal

**Annexure 03 - Eligibility Criteria**

<b>S.No.</b>	<b>Criteria</b>	<b>Documents to be submitted as proof</b>	<b>Page No Ref of Bidder response</b>
1	Bidder should be a Government organization / PSU / PSE / partnership firm / LLP or private / public limited company in existence for at least three years in core business of Auditing/Consultancy as on 31-03-2024.	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.	
2	The Bidder should have positive net worth in each of the last three financial years (2021-22, 2022-23 and 2023-24).	Relevant audited financial certificates by an authorized CA must be provided	
3	Bidder must be providing IT Audit services to clients in India at least for the last 3 years as on 31.03.2024.	Experience certificate or letter from referenced client on client's letter head along with copy of Purchase Order.	
4	The Bidder should not be involved in any Bankruptcy filing or for protection from it.	Undertakings from the Bidder in this regard should be provided.	
5	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs).	Letter of confirmation from Bidder.	
7	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Undertaking to be submitted	
8	The Bidder should have all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business. The Bidder should have currently valid Sales tax/VAT/Service/GST Tax Registration Certificate and PAN Card.	Undertaking to be submitted	
9	Bidder should be the prime bidder and no consortium/subcontracting is allowed for the auditing services to be offered.	Undertaking to be submitted	
10	Bidder should not be a software/hardware supplier component of the Bank.	Undertaking to be submitted	
11	The Bidder to provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder	Letter of confirmation from Bidder	
12	The bidder should be empanelled by CERT-In as Information Security Audit Organization and should remain in panel during the period of contract	Copy of Certificate	

**RFP for Empanelment of Service Providers for Conducting IS Audit of Applications/ Systems, Migration Audit of Various Systems, and IS Audit Related Consulting Services**

14	The Bidder should have at least -02- professionals having valid certification of CISA/DISA as full time employee and post qualification experience of at least 3 years.	Details to be provided	
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Authorized Signatory as per Board Approval Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

**Annexure 3.1 Technical Scoring Criteria**

S.No.	Criteria	Evaluation Parameters	Max Score
1	Application Audits completed (In the last 3 years) in any Scheduled Commercial Bank or RRB or Financial Institution.	Assignments completed in scheduled commercial Bank: -02- Marks- per Bank per year.  Assignments completed in RRB or Financial Institution - 01- Marks- per Institute per year (Max Marks: 5)	<b>10</b>
2	Infrastructure Audits of Data Centre's completed (In the last 3 years) in any Scheduled Commercial Bank or RRB or Financial Institution.	Assignment completed in scheduled commercial Bank -03- Marks- per Bank per year  Assignment completed in RRB or Financial Institution -2- Marks- for per RRB/Financial Institution per year (Max Marks: 6)	<b>15</b>
3	End to end Data Migration Audit of CBS/ Application Migration Audit in any Scheduled Commercial Bank or RRB or Financial Institution.	Assignment Completed in Scheduled Commercial Banks -5- marks for each assignment  Assignment completed in RRB or Financial Institution -2- marks for each assignment (Max Marks: 10)	<b>10</b>
4	IS Audit, Cyber Security Audit, VAPT, System Audit for Data Localization, Regulatory Compliance Audit viz. ISO Certification etc. (In the last 3 years) provided in any Scheduled Commercial Bank or RRB or Financial Institution in India.	-2.5- Marks- for each assignment completed	<b>25</b>
5	No. of Full Time Employee (CISA/CISSP/CISM/CEH/DISA /CCNA/ORACLE Certified/ ISO 27001 Lead Auditor) available for IS Audit in Organization	For each Resource having CISA/CISSP CISM Certificate -1- Marks- per resource  For each CEH/DISA/CCNA/ORACLE Certified Resource/ ISO 27001 Lead Auditor  -0.5- Marks- per resource (Max Marks= 5)	<b>15</b>
6	Presentation cum interview to assess Methodology & Approach	1. Brief Company profile 2. Team Profile and Key Resources 3. Past experience in related projects	<b>10</b>
		1. Understanding of the scope 2. Methodology & Approach 3. Recommendations for improvements in-line with global practices.	<b>15</b>
	<b>TOTAL MARKS</b>		<b>100</b>

For Sr. 1-3: Assignment/ Work order copy should be provided by the firm

For Sr. 5: A separate list of employees (**Annexure-12**) indicating their qualification should be provided.

**Annexure 3.2 Detailed Profile**

Date:

To

General Manager,

J&K Grameen Bank

Head office, Narwal

Jammu-180 006 (India)

REF: RFP No. JKGB/IT/AUDIT/2024-25/2383, Dated 22-July-2024

Having examined the above RFP including all Annexure, the undersigned submit following information and supporting document for technical evaluation.

<b>COMPANY DETAILS</b>	
Year of establishment of company	
Location of Registered Office	
Turnover of the firm (in crores) (Not inclusive of the turnover of associate companies)	2021-22:  2022-23:  2023-24*: <b>(If audited balance sheet is available.)</b>
Net profit in lacs (from Indian operations only)	2021-22:  2022-23:  2023-24*: <b>(If audited balance sheet is available.)</b>
CERT-In empanelment valid till	
No of Fulltime employees	
No of Part-time employees	

**Experience – Infrastructure Audits (Last Five Years)**

Organisation / Company Name	From – To Date	Location
1.		
2.		

Assignment /Work order copy is attached herewith

**Experience – Application Audits (Last Three Years)**

Organisation / Company Name	From – To Date	Location
1.		
2.		

Assignment /Work order copy is attached herewith

**RFP for Empanelment of Service Providers for Conducting IS Audit of Applications/ Systems, Migration Audit of Various Systems, and IS Audit Related Consulting Services**

<b>Experience – End to end Migration Audits (Last Five Years)</b>		
Organisation / Company Name	From – To Date	Location
1.		
2.		

Assignment /Work order copy is attached herewith

<b>Experience – IS Audit Consultancy Services as mentioned (Last Five Years)</b>		
Organisation / Company Name	From – To Date	Location
1.		
2.		

Assignment /Work order copy is attached herewith

<b>Employees with professional certificate in the Firm</b>
No of Full time CISA/CISSP/CISM :
No of Full time CEH/DISA/CCNA/ORACLE Certified Resource/ISO 27001 Lead Auditor employees :

\*Copy of Professional qualification certificates attached

**Signature of the Authorized Signatory as per Board Approval Name:**

**Designation: Name**

**of the Firm:**

**Address:**



**Annexure 4 – Approach, Methodology and Work Plan**

The Firm should submit the Approach, Methodology and work plan in one integrated document. It should highlight the proposed approach and methodology for delivery of the assignment proposed given the understanding of the Bank. The work plan should also cover ideas and ideas for institutionalization of change with clearly defined timelines, milestones and deliverables. Team structure and staffing pattern should be highlighted clearly in the light of the Bank’s stipulation for deploying an experienced team with the requisite skill sets to deliver the scope of the assignment.

The project scope and time lines are as defined in the RFP.

**Annexure- 5**

**Details of Deposit of EMD Deposit**

- i. EMD is ₹ 1, 00,000/- only (Rupees One Lakh Only).
- ii. EMD value should be submitted in the form of online deposit or Bank Guarantee (BG) in favor of The General Manager, J&K Grameen Bank and filling all the details as per specified Performa at Annexure-F.
- iii. Unsuccessful Bidders' bid security will be returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Bank or the date of evaluation of commercial bids whichever is earlier.
- iv. The successful Bidder's bid security will be discharged upon the Bidder accepting the purchase order and furnishing the Performance Guarantee.
- v. The bid security may be forfeited:
  - a. If a Bidder withdraws its bid during the period of bid validity  
Or
  - b. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/ or misleading at any time and/ or conceals or suppresses material information;  
Or
  - c. In case of the successful Bidder, if the Bidder fails to sign the agreement.

We confirm that all details mentioned and all information as stated herein are correct. Signature of

the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

**Annexure 6 – Undertaking**

**(This letter should be on the letterhead of the bidder duly signed by an Authorized Signatory as per Board Approval)**

To

The General Manager,  
J&K Grameen Bank Head office,  
Near Fruit Complex, Narwal,  
Jammu – 180006

REF: RFP No. JKGB/IT/AUDIT/2024-25/2383, Dated 22-July-2024

Sir,

**Sub: RFP for Empanelment of Service Providers for Conducting IS Audit of Applications/ Systems, Migration Audit of Systems, and IS Audit Related Consulting Services**

Having examined the RFPs including all Annexure and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the terms mentioned in the Request for Proposal” and the other schedules of requirements and services for J&K Grameen Bank in conformity with the said RFPs in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

- 1) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- 2) We agree to abide by this Financial Proposal for 180 days from the date of the Financial Bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- 3) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 4) We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
- 5) We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

**Dated this.....by..... 20**

**Yours faithfully,**

**Signature of the Authorized Signatory Name:**

**Designation: Name**

**of the Firm:**

**Address:**

**Annexure 7 – Declaration for Conformity with Hardcopy Letter**

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

To

The General Manager,  
J&K Grameen Bank Head office,  
Near Fruit Complex, Narwal,  
Jammu – 180006

REF: RFP No. JKGB/IT/AUDIT/2024-25/2383, Dated 22-July-2024

Sir,

**Sub: RFP for Empanelment of Service Providers for Conducting IS Audit of Applications/ Systems, Migration Audit of Systems, and IS Audit Related Consulting Services**

Further to our proposal dated ....., in response to the Request for Proposal

(Bank's tender No. here in after referred to as "RFP") issued by J&K Grameen Bank ("Bank") we hereby covenant, warrant and confirm as follows:

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

**Yours faithfully,**

**Signature of the Authorized Signatory as per Board Approval Name:**

**Designation:**

**Name of the Firm:**

**Address:**



**Annexure 8 – Conformity Letter**

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

To

The General Manager,  
J&K Grameen Bank Head office,  
Near Fruit Complex, Narwal,  
Jammu – 180006

REF: RFP No. JKGB/IT/AUDIT/2024-25/2383, Dated 22-July-2024

Sir,

**Sub: RFP for Empanelment of Service Providers for Conducting IS Audit of Applications/ Systems, Migration Audit of Various Systems, and IS Audit Related Consulting Services**

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFPs issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

**Yours faithfully,**

**Signature of the Authorized Signatory as per Board Approval Name:**

**Designation: Name**

**of the Firm:**

**Address:**

## **Annexure 9 – Scope and Deliverables**

**Broad Scope given as under however detailed / final scope will be given at the time of actual allocation of Work:**

- IT Infrastructure (Data Centre in Noida and Disaster Recovery Centre in Mumbai) and IT Operation at J&K Grameen Bank H.O Narwal, Jammu.
- Business Continuity Plan & Disaster Recovery Planning
- Application Audit/VAPT
- Migration Audit
- Regulatory Compliance Audit
- Cyber Security Audit

### **1. IT INFRASTRUCTURE**

#### **1.1 (a) IT Infrastructure in Data Center (Noida) and Data Recovery Site(Mumbai)**

Service Provider shall carry out a review to ensure IT Infrastructure compliance with IT / IS Policy of Bank. An indicative but not exhaustive list of activities as listed below:

- Adequacy of server space in view of future requirement
- Access control facility
- Fire detection and prevention
- Fire protection system for server rooms
- Very Early smoke detection systems for server rooms
- Water leak detection systems for server rooms
- Electrical subsystem (main panel, cables, Power Distribution Unit (PDU) and earthing)
- Review of Electrical Power requirement and availability.
- UPS systems
- DG sets and Control of fuel
- Precision (computer room standard) Air-conditioning systems for server room
- Air-conditioning system for other relevant areas of DC
- Building management system software/hardware (should cover Access controls for Passkeys, Compartmentalization, Creation and Review of Logs, Identification and Escort Requirements, Use of Cages/ Rooms etc.)
- Closed circuit television system (CCTV) area for monitoring entry/exit points and strategic locations within the server room
- Structured cabling system for functional areas as per layout
- Environmental threat protection (Air Purifier, Humidity Control etc)
- Review of operator awareness of physical security breaches
- Review of safeguards to mitigate risks associated with earthquake and water related threats
- Verification of Physical Security policy and review of authorisation documentation on file for each individual who has card access to the data centre
- Review of License verification of all hardware, Software etc on entry and exit in DC/DR
- Review of adequacy of physical Security (Guards, arms etc)

#### **1.1 (b) Review of outsource of IT Operation in compliance with IS Policy.**

- Review the segregation of duties
- Review of Privileged Identity Management
- Review of adequacy of staff
- Review of reporting responsibility and periodicity of report
- Review of information sharing by bank's DC/DR team with outsourced service provider team.

- Review of work authorisation system between outsourced service provider and bank's team
- Access Control, Customer Data Privacy & Confidentiality.

#### **1.1 (c) Management of Hardware in compliance with IT Policy.**

- Acquisition in DC/DR, installation, Upgradation, Movement, usage and disposal procedures
- Server sizing processes - hard disk capacity, RAM, Processing power etc. as per requirements
- Review of procedures to proactively manage the servers, which would alert the administrator as, and when service of the DC/DR reaches the defined threshold before the failure occurs on the servers or devices to ensure uptime of the Data Center
- Review of Preventive maintenance process
- Review of Backup procedures
- Study of Asset Management policy / Procedures

#### **1.2 (d) Management of System Software**

- Software acquisition, installation, maintenance, updation of patches/security updates, development, storage, and change management is as per IT Security Policy
- Review of Setup and maintenance of operative system parameters. Verification with Secured configuration documents.
- To Review Setting of various parameters in Applications, updates thereof and actual working of them as intended and accurately.
- All the relevant security features available in the OS are enabled/ taken advantage of as far as possible
- Review of User Controls, Retention, Changes, Hard coded use of root / administrative, generic and other Sensitive IDs and passwords.
- Review of Vulnerability Assessment process.
- Review of Operating system and Database Hardening.
- OS patches are updated as and when released by vendor and control over patch management.
- Changes in system software are controlled in line with the organization's change management procedures. Proper record is maintained and authenticated regarding installation, it's up gradation, re-installation and maintenance.
- Review of change Management Process, reporting and measuring effectiveness identifying areas of improvements
- Use of sensitive system software utilities is in controlled manner and it is monitored and logged
- Review of compliance of existing change management process of updating the document after Change Management process has compliance status.
- Review of Performance monitoring (including Virtual Servers)
- Review of file permissions

#### **1.1 (e) Network Facility and Equipment Management**

- Overall Network management
- Firewall rule review and optimization
- Review of Network device configurations
- Review of Network device access control
- Network design- provides security, scalability, redundancy
- Review of IPv6 implementation and further readiness
- Network cabling is structured
- Current network and security posture of the WAN architecture
- IP addressing schemes and their allocations
- Physical and logical separation of the networks
- Network and security products and technologies deployed- Their usage and physical security
- Review of switches, routers configuration, scalability and port management.
- Network bottlenecks and performance issues
- Availability and quality of system documentation
- IP Sec implementation / any other network level encryption.

- Real-time monitoring of network traffic, which involves packet capture and analysis.
- Review of procedures adopted for:
  - Secured transmission of data through dialup / leased line/ VPN/VSATs etc.
  - Bandwidth management
  - Uptime of network- it's monitoring as per service level agreement
  - Fault management
  - Capacity planning
  - Configuration Management
  - Performance management etc.
- Review of Regulatory requirements
- Evaluate their installation, placement, configuration, security, policies defined in respective equipment for meeting the security requirement of the LAN and WAN and monitoring of their logs.
- Hardening of the equipments like Router, Network Switch, IPS, IDS, Firewall.
- Network Vulnerabilities and Threat Management. Vulnerability Assessment and Penetration Testing (VAPT) and review.

#### **1.1 (f) Database Management System and Data security:**

- Use of Data Recovery System, Data Definition Language, Data Manipulation Language
- Storage of duplicate copy of data definition and DRS at off-site
- Monitoring of log of changes to the Data definitions
- Procedures to ensure that all data are classified in terms of sensitivity by a formal and explicit decision by the data owner and necessary safeguards for its confidentiality, integrity and availability are taken as per IT Security Policy.
- Logical access controls, which ensure the access to data is restricted to, authorized users.
- Confidentiality and privacy requirements are met
- Authorization, authentication and access control are in place
- Segregation and rotation of duties is ensured for accessing data
- Purging, Retention and archival of Data Files
- Review of how the database integrity is ensured in case tables are not properly updated by application software due to various reasons i.e. break in link, bug in software etc. In case of direct Updation/modification of database is done by opening the tables in live environment, evaluate the controls
- Protection of Sensitive Information during Transmission and Transport
- Impact of backend updates
- Conduct an internal vulnerability assessment and penetration testing for reviewing the database security setting.
- Audit-ability both at client side and server side including sufficiency and accuracy of event logging, SQL prompt command usage, Database level logging etc.
- Recovery, rollback and restart procedures
- Review of data base systems security.
- To review table, partitioned and indexing etc structures are as per application software requirements.

#### **1.1 (g) Storage Management**

Retention, purging/archival periods and storage terms are defined for:

- Documents
- Data
- Backups
- Programs
- Reports
- Messages (incoming and outgoing)
- Keys, certificates used for their encryption and authentication



- Log files for various activities
- Policy and Procedures for purging of data
- Storage Technology Audit

#### **1.1 (j) Inventory Maintenance**

- Controls, which identify and record all IT assets and their physical location, and a regular verification programme which confirms their existence
- IT assets classification
- Checking for unauthorized software
- Software storage controls
- License management
- Licenses for applications
- Review of insurance, ESCROW
- Disposal of obsolete inventory
- Review of Antivirus
- AMC of Hardware / Software

#### **1.1 (k) Others**

- Review of console log activity during system shutdown and hardware/software \_re-installation
- Review of Operational procedure for Data centre
- Review of Documented processes related to Data Centre
- Review of Day Begin and End process
- Personnel scheduling- Shift hand-over process
- Review of operator log to identify variances between schedules and actual activity
- Review of Internet/e-mail
- Review of remote desk top Management/Net meeting/FTP/SFTP etc.
- Review of antivirus/DLP Implementation
- HIDS/NIDS Log Monitoring

#### **1.1 (l) Process Management Review**

- Review of Installation Procedure
- Review of Maintenance Procedure
- Review of Release Procedure
- Review of User Management procedure
- Review of Tracking Procedure
- Review of Handover procedure
- Review of Incident Management Procedure
- Review of Change Management Procedure
- Review of Anti Phishing Monitoring Process
- Review of SLA

### **2. Business Continuity Plan & Disaster Recovery Planning:**

Service Provider would be required to review Bank's BCP and DRP to validate BCP/DRP in terms of its adequacy, effectiveness, efficiency, activation ability and reliability taking into consideration.

- Review of DRP Process
- Review Business Flows
- Review of Resource priority for recovery and recovery time objectives
- Review of Business Continuity Strategy
- Review of adequacy Disaster Recovery Plan and Business Continuity Plan
- Review of BCP & DRP for DC/DR
- Review of achieved vs. projected result
- Review of process of business continuity objective

- Review of submission of test result to board
- Identify Individual Point of failure

### **3. Security Operations Centre**

- Review of SOC infrastructure/implementation of Security Tools
- Review of SOC processes.
- Review of SOC charter document, SOC KPI and Metrics.
- Management and Monitoring of logs (i.e. trace log, CDCI Logs, fatal logs, archive logs, SU logs, Syslog, alert log, last log, application log, Security log, System log, File retention logs, file replication service log, DNS Logs, IDS log, AIPS Logs, event Log, access log, ISS log, AV Log etc)
- Review of Manpower, Training and Knowledge Management.
- People Management.
- Review of Outsourcing services of SOC.
- Review SLA Management process for SOC
- Review the configuration parameters
- Custom rule review and custom application integration.
- Incident reporting and Management.
- Security monitoring services.
- Review of NAC
- Security analysis and forensics and Threat intelligence.
- Review of reporting responsibility and periodicity of report
- Review of work authorisation system between outsource service provider and bank's team
- Access Control, Customer Data Privacy & Confidentiality

### **3. Application Audit**

- Review of all types of Application Level Access Controls, Password Policy, Account Policy restrictions, encryption of data, user credentials including proper controls for access logs and audit trails for ensuring Sufficiency & Security of Creation, Maintenance and Backup of the same - to check as per bank's IT security policy.
- Application Architecture.
- Review / audit security measures for CIA
- Vulnerability Assessment and Penetration Testing (VAPT)
- Review of segregation of roles and responsibilities with respect to application software to improve internal controls
- Review of Input, Processing and Output Controls. Review adequacy and completeness of controls
- Audit of management controls including system configuration/ parameterization development. Complete Review of Application Parameterization.
- Authorization controls such as Maker Checker, Exceptions, Overriding exception & Error condition.
- Interface controls - Application interfaces with other applications and security in their data communication. Whether the interface access is secure enough from penetration by internal / external users.
- Understanding inherent weakness in Applications which can be exploited to Bank's disadvantage
- Application-level risks at system and data-level including system integrity risks, system-security risks, data risks & system maintainability risks
- Review of Software customization and adherence to SDLC Policy and procedures for such customization.
- Adherence to Legal & Statutory Requirements.
- Review of access given to various employee of vendor/service provider.
- Mechanism deployed by vendor and resolution including re-testing and acceptance. Change management procedure during conversion, migration of data, version control etc.
- Auditing, both at client side and server side, including sufficiency and accuracy of event logging, SQL prompt command usage, Database level logging etc.
- Backup/ Restoration procedures and contingency planning along with documentation

- Adequacy of hardening of all Servers and review of application of latest patches supplied by various vendors for known vulnerabilities as published by CERT-In, SANS etc.
- Audit of application interfaces with other systems or interface of other system with application.
- Sufficiency and coverage of UAT test cases
- Source Code Review for in house developed applications

#### **4. Migration Audit of Infrastructure & Applications**

- Review of Migration activities with respect to Migration plan of Bank. Ensure consistent, methodical approach adopted for migration of Data or Application
- Software Asset Management (SAM) and Utilisation Audit for all the applications licenses, Database Licenses, middleware licenses procured. Hardware inventory maintenance, its AMC and insurance etc.
- Ensure Proper Documentation of Migration Activity.
- Network design review from security, integrity and availability point of view.
- Review of Gap in Migration of Finacle Application and related infrastructure at DC, DR and NDR as per migration planning of Bank. Identify gaps in the application security parameter setup in line with the bank's security policies and leading best practices. Procedures for data backup, restoration, recovery and readability of backed up data. Documentation of change management. Physical access controls. Interfaces with external applications (such as other electronic channels in the case of CBS and other external ATM switches such as Cashtree in the case of the ATM system). Review & audit of drill activity between Primary site and disaster recovery site. Deployment of patches if any received from Infosys/ software vendor in Production Server & DR server including OS. CBS Database - Oracle back-end updates. Incorporation of Revised Interest Rate changes of Deposit and Advances as per H.O., guidelines. Incorporation of revised Service Charges as per H.O., Guidelines.
- Review of Gap in Migration of other Applications like ATM Switch, Internet Banking, Mobile Banking, IMPS, PIM, eHR, ITMS, MIS, Amlock, POS, UPI, Micro-ATM with their related infrastructure. Implementation of Active Directory and installation / Updation of Antivirus.
- Gap assessment w.r.t. IS Security Policy, Cyber security policy, other Bank guidelines implementation.
- Review of SOC infrastructure/implementation. Review of Security Operation Centre (SOC) activities / Processes. Monitoring of logs (i.e. trace log, CDCI Logs, fatal logs, archive logs, SU logs, Syslog, alert log, last log, application log, Security log, System log, File retention logs, file replication service log, DNS Logs, IDS log, AIPS Logs, event Log, access log, ISS log, AV Log etc.). Monitoring of syslog traffic from a managed Cisco router. Review of work authorisation system between outsource service provider and bank's team.
- Gap assessment for complying with regulatory guidelines on Information Security, Electronic Banking, Technology Risk Management and Cyber Frauds with specific reference to Information Security, Cyber frauds.
- Regulatory Compliance Audit: - Scope will be as per Regulatory guidelines given by Regulatory Authority.

#### **5. Cyber Security Audit**

- Evaluating network security controls.
- Assessing the effectiveness of access management processes.
- Identifying potential weaknesses in the incident response plan
- Identify critical data assets, such as customer information or intellectual property, and assess the potential impact of a data breach or unauthorized access to these assets.
- Consider the likelihood of phishing attacks or insider threats that could compromise these assets.
- Assess the effectiveness of password policies, user account provisioning and de-provisioning processes, and data encryption practices.
- Verify if employees receive regular security awareness training and if the organization has documented incident response procedures
- Perform a vulnerability scan on network devices, servers, and applications to identify any known

vulnerabilities.

- Conduct penetration testing to simulate real-world attack scenarios and test the effectiveness of security controls.
- Review firewall configurations and access control lists for security misconfigurations.
- Analyze IDS logs for any patterns of malicious activities, such as repeated failed login attempts or unusual network traffic.
- Review firewall logs to identify any unauthorized access attempts or policy violations.
- Assess the organization's log management system to verify that logs are collected, analyzed, and retained as per industry best practices.
- Create a detailed report highlighting vulnerabilities discovered during the audit, such as outdated software or weak access controls.
- Provide specific recommendations, such as patching systems regularly, implementing multifactor authentication, or conducting regular security awareness training for employees.
- Establish a process to track the implementation of recommended improvements, such as patch management activities or the deployment of enhanced access controls.

### **Deliverables**

During the course of review, the Service Provider will suggest the following in addition to other critical observation/ methods/ improvements as deemed fit from the point of view of the Service Provider professional experience for each of the services mentioned above:

- Ways to secure the existing Networks & any new networks being merged / created
- Provide re-designed network & security architecture along with technical specifications of network & security solutions based on the operational and business requirements of the Bank.
- All observations will be thoroughly discussed with process owners before finalization of report.
- List of Risk Control Matrix.
- Checklist
- Training to IS Audit Team on Risk Control Matrix and Checklist findings
- Reports will be submitted as soft copy (password protected) in doc and pdf format as well as in signed hard copy.
- All reports will be prepared with the following information:
- Gaps, deficiencies, vulnerabilities observed – specific observations should be given with details
- Risk associated with Gaps, deficiencies vulnerabilities observed
- Category of Risk – High/Medium/Low
- Recommendations/ Procedures for removing Gaps, deficiencies, and vulnerabilities observed in line with regulatory guidelines like Bank's Policy, RBI, ISACA, COBIT, IS27001 and best practices in the industry.
- Preparation of Final Testing Report with areas of improvement
- Compliance testing report
- All observation should be created in Audit Automation System also.

**ANNEXURE -10- Bid Security Guarantee**

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

Offer Reference No.: \_\_\_\_\_

No:.....

Dated:.....

Bank:.....

To

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

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered office at ..... India (hereinafter referred to as “the BIDDER”) proposes to RFP and offer in response to RFP No. JKGB/IT/FINAUDIT/2024-7786 Dated \*\*\*\*\* for Empanelment of Service Providers for Conducting IS Audit of Applications/ Systems on need basis of J&K Grameen Bank (hereinafter called the “RFP”) AND

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

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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees .....only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the BIDDER of any of the terms and conditions contained in the RFP and in the event of the BIDDER commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the BIDDER of their obligations in terms of the RFP. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the BIDDER has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand

without any protest or demur.

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

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

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

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

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

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

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

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

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

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

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

14. Notwithstanding anything contained herein above;

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

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

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

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

For and on behalf of BANK

**Authorized Signatory**

**Seal & Address**

**Annexure 11-Performance Guarantee**

(FORMAT OF PERFORMANCE BANK GUARANTEE)

Bank Guarantee No:.....

Dated:.....

Bank:.....

To

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

WHEREAS .....(Company Name) registered under the Indian Companies Act 1956 and having its Registered office at ....., her einafter referred to as the BIDDER has undertaken project for Empanelment of Service Providers for Conducting IS Audit of Applications/ Systems on need basis of J&K 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:

1. We, .....Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said Bidder of any of the terms and conditions contained in the Contract or by reason of the Bidder's failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding..... (Rupees \_\_\_\_\_ Only).
2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the Bidder in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
3. We further agree that, if demand, as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said Bidder and accordingly discharge this guarantee. Provided, however, serving of a written claim / demand in terms hereof on us for payment under this guarantee on or before the stipulated period, time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.
4. We further agree with you that you shall have the fullest liberty without our consent and without



affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by us against the said BIDDER and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Bidder or for any forbearance, act or omission on our part or any indulgence by us to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Bidder.
6. We further agree and undertake unconditionally to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the BIDDER.
7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent.

NOTWITHSTANDING anything contained herein above;

- (i) Our liability under this Guarantee shall not exceed `.....(Rupees.....only) ;
- (ii) This Guarantee shall be valid up to and including the .....(mention date); and
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

Dated the ..... day of ..... 20 .....

For ..... BANK

**Authorized Signatory**



Sl. No.	Name of Employee	Certifications / Accreditations CISA/CISSP/CISM/ CEH/DISA/ CCNA/ORACLE Certified employees, ISO 27001 Lead Auditor	Year of Passing Certificate	Post Qualification Work Experience (Yrs.)	Total Work Experience (Yrs.)

\*Documentary proofs are to be enclosed to substantiate the claim made.

**Authorized Signatory as per Board Approval**

**Name:**  
**Designation**  
:

**Vendor's Corporate Name**  
**Address**  
**Email and Phone #**  
**Date:**

### **Service Level and Non-Disclosure Agreement Format**

This Agreement is made in JAMMU this..... Day of ..... 20... by and between J&K GRAMEEN BANK, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Narwal, Near Fruit Complex, Narwal, Jammu-180 006 (J&K), hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

#### **AND**

\_\_\_\_\_, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at \_\_\_\_\_, hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part, (Bank and the Service Provider hereinafter are individually referred to as “Party” and collectively as “Parties”)

#### **WHEREAS**

J&K Grameen Bank with its network of 217 branches/offices spread across 11 Districts of the UT of Jammu & Kashmir and UT of Ladakh has been delivering Banking services to more than 12 Lakh customers through 6 Regional offices and 217 branches. Bank desires to select a Service Provider for Conducting IS Audit of Applications/ Systems, Migration Audit of Systems and IS Audit Related Consulting Services and had invited offers.

In response to RFP No. JKGB/IT/AUDIT/2024-25/2383, dated 22-July-2024 issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of Information System Audit. It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly, Bank has issued a Work Order Ref. No. \_\_\_\_\_.

It was a condition in the RFP that the Parties would enter into a Service Level and Non- Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

### **NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS**

#### **1. TERM**

This Agreement shall come into force on \_\_\_\_\_ and shall be in force and effect for a period for a period of -3- years, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

#### **2. SCOPE OF SERVICE**

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I of this Agreement. JKGB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

#### **3. STANDARDS**

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

#### **4. CONTRACT PERIOD**

(Terms mentioned in the RFP)

#### **5. DELIVERY**

(Terms mentioned in the RFP)

#### **6. DOCUMENTATION**

The Service Provider shall supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English.

#### **7. SINGLE POINT OF CONTACT & DIRECT SUPPORT**

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No.)

Escalation matrix for support should also be provided with full details.

#### **8. PAYMENT TERMS**

(Terms mentioned in the RFP)

#### **9. SET-OFF**

Without prejudice to other rights and remedies available to the Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

#### **10. COVENANTS OF THE SERVICE PROVIDER**

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall 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 Service Provider.

The Service Provider:

- i. Shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. Shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. Shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.

- iv. Shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- v. Shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. Shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- ix. Shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- x. Shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- xi. Shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

## **11. CONFIDENTIALITY**

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

- a. All JKGB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of JKGB. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.
- b. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by JKGB other than as may be required for the performance of Service Provider.
- c. Service Provider shall notify JKGB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.
- e. Service Provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied

with.

f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by JKGB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by JKGB was known to or in the possession of the Service Provider at the time of disclosure;
- iii. Was disclosed or parted with the prior consent of JKGB;
- iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from JKGB.
  - The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
  - In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, JKGB shall take all the reasonable care to protect all the confidential information of service provider delivered to JKGB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

## **12. INDEMNITY**

The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub- contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non- provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-

contractors.

The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and
- Cooperates with the Service Provider in the defence and settlement of the claims.

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Service Provider shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or
- any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change ;

Indemnity shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and /or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.

In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

### **13. PROPERTY RIGHTS**

Each Party owns and retains all rights, title and interests in and to its respective Pre- Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre- Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other. than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually

decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

#### **14. PERFORMANCE GUARANTEE**

During the period of empanelment, if the Bank award any audit to the Service provider, the bidder should furnish a Performance Guarantee (other than J&K Grameen Bank ) as required by the Bank to the extent of 10% of the value of the order placed within 15 days of each such order. The performance guarantee would be for the entire period of the contract plus 3 month.

In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

#### **15. TERMINATION**

In following events Bank shall terminate this assignment or cancel any particular order if service provider:

- breaches any of its obligations set forth in this agreement and Such breach is not cured within 15 Working Days after Bank gives written notice; or
- Failure by Service Provider to provide Bank, within 15 Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceed more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty-one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.

#### **Effect of termination**



If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case JKGB reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date. Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination; Upon the termination or expiry of this Agreement:

- The rights granted to Service Provider shall immediately terminate.
- Upon Bank's request, with respect to
  - (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and
  - (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

#### **16. CORPORATE AUTHORITY**

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

#### **17. LAW, JURISDICTION AND DISPUTE RESOLUTION**

This Agreement shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Jammu shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

#### **ARBITRATION**

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider project manager/director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have

been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- e) The place of arbitration shall be Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party /assets.

## **18.AUDIT**

All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank

## **19.LIMITATION OF LIABILITY**

Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability

(whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the Agreement.

Under no circumstances JKGB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if JKGB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party 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 other party.

## **20. PUBLICITY**

Any publicity by the Service Provider in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

## **21. INDEPENDENT ARRANGEMENT**

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

## **22. SUBCONTRACTING**

The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank.

## **23. ASSIGNMENT**

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

## **24. NON – SOLICITATION**

The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

## **25. VICARIOUS LIABILITY**

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any

assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider's employees, agents, contractors, subcontractors, etc.

## **26.FORCE MAJEURE**

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

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform Service Provider's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Service Provider shall hold consultations in an endeavour to find a solution to the problem.

### **SURVIVAL:**

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

## **27. Insurance & Penalties**

The Firm should obtain Professional Liability Insurance to cover the risk of errors, omissions and/or negligence in conducting the audit activity. The policy should cover the total contract value/total fee quote.

- a) The Auditor / firms shall indemnify the Bank against all actions, omissions, proceedings, claims, suits, damages, liquidated damages, consequential damages and any other expenses for causes attributable to the Auditor / firm including any loss suffered on account of any breach of the terms and conditions of the offer of the appointment. Firm shall be liable for the penalty to the extent of actual loss suffered by the bank or the total professional fee payable/total contract value whichever is lower.
- b) If the performance is found wanting, then the services of the Auditors shall be terminated / blacklisted with due intimation at the discretion of the Bank and such Audit Firms shall stand de-empanelled. This is without prejudice to referring the issues to the respective professional body (CERT-In and also to RBI) and also claim damages for such unsatisfactory service, whatsoever by the firm or any of its employees.
- c) The Audit Firm shall follow the time norms for completing the Audit and submitting the Audit Report. If there is any weekly delay in submission of the report or the report is wanting in material aspect 2% of the Yearly Audit Fee will be deducted per occasion without any further reference. The deduction will be revised upward to 5% from 2% of the Yearly Audit Fee, if the deficiency continues for more than 2 weeks. However it is the responsibility of the successful bidder to prove that the delay is attributed to JKGB and Force Majeure. The decision taken by JKGB in this regard shall be final and Service Provider shall not dispute the same.

- d) If the successful bidder fails to complete the due performance as per this RFP and subsequent agreement, JKGB reserves the right to terminate the contract and recover Liquidated Damages 15% of contract value.
- e) Both the above Penalty and Liquidated Damages are independent of each other and leviable applicable separately and concurrently.
- f) If the Service Provider fails to perform its obligation as per this Agreement then JKGB reserves the right to get the balance work executed by another service provider as per choice of JKGB and SP shall be liable to bear the expenditure which JKGB may incur for the execution of balance work and its completion.
- g) Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributed to the Bank or Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment. If the delay is attributable to the Bank, or Force Majeure, or any other circumstances beyond the control of the selected Bidder, then the bank will extend the period of contract to the extent of delay without charging any Penalty / Liquidated Damages

## **28. MISCELLANEOUS**

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

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

**If to the J&K Grameen Bank :**

The General Manager,  
J&K Grameen Bank Head office,  
Near Fruit Complex, Narwal,  
Jammu – 180006

**If to the ... ..**

Address \_\_\_\_\_

ATTN: \_\_\_\_\_

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP \_\_\_\_, offer document and Purchase Order etc, and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

<p><b>For J&amp;K Grameen Bank</b></p> <p>Sign ;</p> <p>Name :</p> <p>Title :</p> <p>Authorised Signatory</p> <p>Address:,</p> <p>Fax No.</p>	<p><b>For M/s _____</b></p> <p>Sign ;</p> <p>Name :</p> <p>Title :</p> <p>Authorized Signatory as per Board Approval</p> <p>Address:, Fax</p> <p>No.</p>
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Date: \_\_\_\_\_

Place :Jammu