



INFORMATION TECHNOLOGY DEPARTMENT

HEAD OFFICE, NARWAL, JAMMU

JAMMU & KASHMIR, INDIA-180006

Phone: +91 7051510171, 7051510172

E-mail: it.hoj@jkgb.in

REQUEST FOR PROPOSAL (RFP)

For Selection of Technical Solution Provider (TSP) for End-to-End Supply, Installation, Configuration, Customization, Implementation, Maintenance and Support of Account Aggregator (AA) Solution with Integration and Support with AA Ecosystem.

Disclaimer

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

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

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

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

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TENDER NOTIFICATION

J&K Grameen Bank
Head office, Near Fruit Complex,
Narwal, Jammu – 180006
www.jkgb.in

J&K Grameen Bank hereby invites sealed Proposals from experienced Firms for Implementation, Operation and Maintenance of Account Aggregator Solution. The Proposals should be submitted according to two cover System consisting of Technical Bid and Commercial Bid. The Request for Proposal Document can be downloaded from the Bank's website www.jkgb.in from 25th Nov 2022. The cost of Document is ₹ 5,000/- (Rupees Five Thousand Only) which needs to be deposited along with the Proposal as directed in the Document. A pre bid meeting is convened at 15:00 HRS on 06th Dec, 2022 for clarifying the doubts of prospective bidders. The last date of submission of Bids is scheduled at 17.00HRS on 19th Dec, 2022.

(-sd-)

General Manager

Table of Contents

1. Important Dates	5
2. Preamble	6
3. Invitation to Bid	7
4. Instructions to Bidders.....	8
4.1 Cost of the Request for Proposal Document.....	8
4.2 Schedule of Request for Proposal	8
4.3 Procedure for Submission of Bids.....	9
4.4 Language of Bids	12
4.5 Bid Currency	12
4.6 Validity	12
4.7 Modifications & Withdrawal.....	12
5. Terms & Conditions of the RFP	14
5.1 Eligibility Criteria.....	14
5.2 General Conditions.....	15
5.3 Purchaser's Right to Reject Any/All Bids	16
5.4 Bid Rejection Criteria.....	16
5.5 Bid Evaluation Process.....	17
5.6 Responsibilities of the Bidder(S).....	19
5.7 Responsibilities of the Bank.....	19
5.8 Schedule of Payment	19
5.9 Time Schedule	19
5.10 Earnest Money	19
5.11 Rates.....	20
5.12 Penalties	20
5.13 Warranty.....	20
5.14 Termination of Contract	21
5.15 Taxes and Duties	21
5.16 Performance Guarantee	21
5.17 Indemnity.....	21
5.18 Confidentiality.....	22
5.19 Conflict of Interest	22
5.20 Trainings	22
5.21 Limitation of Liability	23
5.22 Force Majeure during the Pendency.....	23

5.23	Other Conditions	23
5.24	Arbitration	23
5.25	Applicable Laws & Jurisdiction of Courts	24
5.26	Reverse Auction	24
6.	Detailed Scope of Work, Specifications & Deliverables	24
6.1	General Note	24
6.2	Scope of Work	24
6.3	Salient features required for the Account Aggregator Solution:	29
6.4	Delivery period	30
	Annexure A - BID COVERING LETTER	31
	Annexure B - TECHNICAL QUALIFICATION REQUIREMENT	33
	Annexure C - PROFORMA TECHNICAL BID	40
	Annexure D - PROFORMA COMMERCIAL BID	43
	Annexure E – PROFORMA MANUFACTURER’S/DEVELOPER’S AUTHORIZATION	46
	Annexure F - BANK GUARANTEE	47
	Annexure G - PERFORMANCE BANK GUARANTEE	50
	Annexure H - BIDDER’S INFORMATION	52
	Annexure I - SERVICE LEVEL AGREEMENT	54
	Annexure J - MUTUAL NONDISCLOSURE AGREEMENT	69

1. Important Dates

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 www.jkgb.in starting from 25 th Nov 2022. 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 15.00 hrs on 06 th Dec, 2022 at J&K Grameen Bank, Head office, Near Fruit Complex, Narwal, Jammu – 180006.
3	Last date of submission of Bid	At 17.00 hrs on 19 th Dec, 2022 at J&K Grameen Bank, Head office, Near Fruit Complex, Narwal, Jammu – 180006.
4	Clarifications to pre-bid queries will be provided by the Bank.	All communications regarding points/queries requiring clarifications shall be given through Email/ Conference Call/ WebEx/ Telephone Call on 09-12-2022 (Friday)
5	Date of opening of the Technical Bids	At 15.00 hrs on 20 th Dec, 2022 at J&K Grameen Bank, Head office, Near Fruit Complex, Narwal, Jammu – 180006.
6	Date of opening of the Commercial Bids	To be announced during the opening of Technical Bids.
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.		

2. Preamble

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 215 branches/offices spread across 11 Districts of the UT of Jammu & Kashmir has been delivering Banking services to more than 15 Lakh customers through 6 Regional offices and 215 branches.

The Bank has put in place a robust IT infrastructure with Finacle 7.0.25 as CBS platform running in all Business Units. The Bank's servers are co-hosted at sponsor bank's Data Centre in Noida and DR Site in Mumbai.

The objective of this RFP is to on board Technology Service Provider (TSP) to implement Account Aggregator solution in the Bank to integrate with Account Aggregator ecosystem. Bank intends to select vendor to complete services for the end-to-end solutions under the scope including installation, implementation, integration, management, maintenance, support, audit compliance and knowledge transfer for Account Aggregator Solution.

Account Aggregator (AA) framework is a well-defined, seamless and secure approach for consent based sharing of financial data on real time basis. It facilitates to connect the customer to multiple Financial Information Providers (FIPs) through standardized API interfaces.

The Technology Service Provider (TSP) will enable Bank to connect as Financial Information Provider (FIP) and Financial Information User (FIU) with Account Aggregators in the ecosystem. The intended AA Solution should provide a platform to harness the imbedded benefits of Account Aggregator Framework by collaborating with FinTech entities, introducing value-added new age products/services, enhancing the consumer experience, make the most of the customer analytics and business insights etc.

In response to the above JK Grameen Bank desires to invite Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field of Technical Service Provider (TSP) for Account Aggregator Solution.

3. Invitation to Bid

To:

Dear Sirs,

Pursuant to your request, I, the General Manager acting for and on behalf of J&K Grameen Bank Jammu have pleasure in forwarding the Request for Proposal Document to enable you to submit your binding offers.

This request for Proposal is for:

Supply, Installation & Maintenance of end-to-end Account Aggregator Solution.

Bidders are advised to study the Request for Proposal Document carefully. Submission of Proposal shall be deemed to have been done after careful study and examination of the Request for Proposal Document with full understanding of its implications.

Sealed offers prepared in accordance with the procedures enumerated in “Instructions to Bidders” should be submitted to the Principal of the Bank not later than the date and time laid down, at the address given in “Schedule of Request for Proposal”. The bids shall be opened in the presence of those Bidders who may wish to be present as per the “Schedule of Request for Proposal”.

The Bank shall not be responsible for any postal delay about non-receipt / non-delivery of the documents.

This Request for Proposal Document is not transferable; however OEMs are free to quote through their authorized distributors or system integrators.

Yours Faithfully,

General Manager,

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

4. Instructions to Bidders

The Bidder is expected to have read and examined all the instructions, forms, terms and specifications in the Request for Proposal Document with full understanding of its implications. Failure to furnish all information required in the Request for Proposal Document or submission of a bid not substantially responsive to the Request for Proposal Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid. The Bidders are advised to strictly adhere to the proforma provided for that purpose in this document. Any deviation in this matter will lead to disqualification of the Proposal.

4.1 Cost of the Request for Proposal Document

The Bidder shall deposit ₹ 5,000/- only (Rupees Five Thousand Only) being the cost of the Request for Proposal Document. It can be done by way of a Demand Draft favoring The General Manager, J&K Grameen Bank payable at Jammu.

It is an absolute must that the cost of Request for Proposal Document is paid as directed; otherwise the offer shall stand summarily rejected and no correspondence in this matter shall be entertained.

4.2 Schedule of Request for Proposal

- 4.2.1** Request for Proposal Documents can be downloaded from the Bank's website www.jkgb.in starting from 25th Nov, 2022. The Request for Proposal Document cost needs to be paid along with the bid.
- 4.2.2** A pre bid conference with the Bidders is scheduled to be held at 15:00 hrs on 6th Dec, 2022. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised upto that stage related with the terms and conditions of this request for Proposal. A maximum of 2 (two) representatives of each prospective Bidder will be permitted to attend it.
- 4.2.3** The sealed bids will be accepted till 17:00 hrs on 19th Dec, 2022. The Bank may at its sole discretion extend the bid submission date. The modified target date & time will be notified on the website of the Bank.
- 4.2.4** The Technical Bids will be opened at 15:00 hrs on 20th Dec, 2022. The Bidder(s) or their authorized representatives may be present if they so desire.
- 4.2.5** The Commercial Bids of only technically qualified Bidder(s) will be opened at a date announced by the Bank on its website. The Bidder(s) who have been declared eligible after evaluation of the technical bids or their authorized representatives may be present if they so desire.

The address for the above activities is:
J&K Grameen Bank Head office,

Near Fruit Complex, Narwal,
Jammu – 180006

4.2.6 The address for all the correspondences pertaining to this Request for Proposal is:

The General Manager,
J&K Grameen Bank Head office,
Near Fruit Complex, Narwal,
Jammu – 180006
E-Mail: it.hoj@jkgb.in

4.3 Procedure for Submission of Bids

It is proposed to have a three cover system for this Request for Proposal.

- Covering Letter and Cost of Request for Proposal Document.
- Technical Proposal.
- Commercial Bid and Earnest Money Deposit.

Please note that Rates should not be indicated in the Technical Bid. Only Commercial Bid should indicate rates.

All the documents viz. Covering Letter and Cost of Request for Proposal Document, Technical Bid and Commercial Bid and Earnest Money Deposit prepared and sealed as hereinafter directed are to be kept in a single sealed cover super-scribed with the words “Proposal for Account Aggregator Solution (JKGB/IT/AA/2022/01), due at 17:00 hrs on 19th Dec, 2022, NOT TO BE OPENED BEFORE TIME”.

The cover thus prepared should also indicate clearly the name, address and phone number of the Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

The Bid shall be in the prescribed format and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract.

All pages of the bid except un-amended printed literature shall be initialed by the person(s) signing the Bid. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person(s) signing the bid.

The Bids prepared by the Bidders shall thus comprise of following components:

- i. Covering Letter neatly typed on the letterhead of the Bidder, duly signed by the authorized signatory in the Performa given in Annexure A post and the cost of Request for Proposal Document, and kept in a sealed cover super-scribed “COVERING LETTER & COST OF REQUEST FOR PROPOSAL DOCUMENT” as detailed in Section 4.3.1 below.
- ii. Technical Bid, as directed below in Section 4.3.2 and kept in a sealed cover super-

scribed "TECHNICAL PROPOSAL".

- iii. Commercial Bid, as directed below in Section 4.3.3 and kept in a sealed cover super-scribed "COMMERCIAL BID& EARNEST MONEY DEPOSIT".

4.3.1 Covering Letter& Cost of Request for Proposal Document:

- i. Bid Covering Letter as per the Performa given post in Annexure A post neatly typed and duly signed by the authorized signatory on the Bidder's letter head.
- ii. The Request for Proposal Cost of ₹ 5,000/- only (Rupees Five Thousand Only) should be kept in this envelope by way of demand draft in favour of The General Manager, J&K Grameen Bank , Head office, Narwal, Jammu – 180006

4.3.2 Technical Proposal:

- i. The Technical Proposal should be submitted in bound form and all pages continuously and serially numbered in one lot as one document. Brochures/leaflets etc. should be submitted in the bound document and not in a loose form. Bidders must ensure that all the documents are sealed and signed by authorized signatory.
- ii. Technical Bid as given in Annexure C, neatly typed on the letter head of the Bidder, duly filled in, signed and complete in all respects including annexure for detailed specifications of equipment etc. as directed. The bids shall inter alia include detailed technical specifications of all the equipment/components in brochure or written form. These brochures shall be used for technical evaluation of the bids and in their absence the bids may not be evaluated.
- iii. Manufacturer's / Developer's Authorization Certificate in specific reference to this Request for Proposal as given in Annexure E.
- iv. The Technical Bid submitted in response to this Request for Proposal Document along with the supporting material, will become the property of the Bank.
- v. In case bidders submits proposal for On-premise model then technical and commercial bid should be for the same model and if bid is submitted for cloud model then technical and commercial bid should be for same model. In case bidder submits proposal for both the model (i.e. cloud as well as On-premise) then **selection of model and consideration of bid out of both the model should be sole discretion of the bank and bidder does not have any right to raise questions or query on the non- consideration of the bid.**
- vi. Evaluation of Technical bids whether On-premise or on cloud will be don separately, bidder has to submit the technical as well as commercial bids separately. In case any of the bids is not clearly specified the bid will be rejected thereof without giving any reason to the bidder.
- vii. In case bidders submit technical and commercial proposal for both cloud as well as On-premise then technical and commercial bids should be submitted in separate envelopes for both categories with identification mentioned on the envelopes. Technical bid envelope should contain only technical details and no commercials should be included in the technical bid.

4.3.3 Commercial Bid & Earnest Money Deposit:

- i. Commercial bid Proposal for the fine-tuned Technical Specifications neatly typed on the letter head of the Bidder, duly filled in and signed by the authorized signatory in Prescribed Quotation Proforma given in Annexure D should be submitted in separate envelope and should not contain any technical details.
- ii. The details of Rate Schedule for all the goods and services under all the components of this Request for Proposal for which the Bidder is intending to quote, as given in Sections 6. The rates in these schedules shall be applicable in case the quantities of a particular order vary from those mentioned in relevant Technical Specifications.
- iii. Earnest Money (bid security) of ₹ 1,00,000/- only (Rupees One Lakh Only) should be submitted along with the Request for Proposal by way of Demand Draft in favor of General Manager, J&K Grameen Bank, Head office, Narwal, Jammu payable at Jammu. However, Micro and Small enterprises (MSMEs) and startups (duly recognized by DIPP) are exempted from submitting EMD. Such bidders are required to enclose the relevant and supporting documents for the said relaxation in lieu of the EMD in their commercial bid.
- iv. It should be denominated in INDIAN RUPEES only. Bids without requisite Earnest Money shall be summarily rejected.
- v. 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.
- vi. The successful Bidder's bid security will be discharged upon the Bidder accepting the purchase order and furnishing the Performance Guarantee.
- vii. 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.

4.3.4 Costs Incurred With Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the Bank / Consultant and the Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

4.3.5 Clarification of Request For Proposal Document

- i. The prospective bidders may like to attend a pre-bid meeting to be held at 15:00 hrs on 6th Dec, 2022 at J&K Grameen Bank, Head office, Narwal, Jammu – 180006. A maximum of 2 (two) representatives of each such bidder will be permitted to attend the pre-bid meeting. However the Bank, at its discretion, may permit any additional representative of any bidder or any representative or manufacturer of any related equipment to attend the pre-bid meeting. All the clarifications / modifications requested by the bidders should necessarily be submitted in writing latest by 15:00 hrs on 6th Dec, 2022, to the Consultant with a copy to the Bank by way of email at it.hoj@jkgb.in
- ii. The purpose of this meeting is to clarify issues and to answer questions on any relevant matter that may be raised up to that stage.
- iii. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Bidder.

4.3.6 Amendment in Request For Proposal Document

- i. At any time up to the last date of receipt of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Request for Proposal Document by an amendment.
- ii. The amendment will be notified on the website of the Bank.
- iii. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the Bank may, at its discretion, extend the last date for the receipt of Bids.

4.4 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the Bank, shall be written in the English Language.

4.5 Bid Currency

The Prices in the bid document shall be denominated in INDIAN NATIONAL RUPEES only.

4.6 Validity

Bids shall remain valid for 180 days from the last date of submission. The Bidder(s) may be required to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the Bank in writing or by fax or email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the Bidder to revise/modify the bid. The decision of the Bank in this regard will be final, conclusive and binding on the Bidder.

4.7 Modifications & Withdrawal

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of

submission by making a request in writing to The General Manager of the Bank to this effect. No Bidder shall be allowed to withdraw or modify the bid after the deadline for submission of bids.

5. Terms & Conditions of the RFP

This RFP is open to all companies both from within India and outside India, who are eligible to do business in India under relevant Indian laws as in force at the time of bidding and who fulfill the minimum qualification criteria as hereinafter laid down.

Documentary evidence in support of all the eligibility criteria should be furnished with the technical bid in the given order.

5.1 Eligibility Criteria

Criteria	Documents to be submitted as proof
The Bidder should be a registered IT company in India under Companies Act 1956 and should have been in operation for at least Five years as on date of RFP	1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association
The Bidder(s) must have valid GST Registration and PAN number allotted by the respective authorities	Copies of all the relevant certificates should be provided
Bidder should have average annual turnover of ₹ 1 Crore or more for the last three financial years (2019-20, 2020-21 and 2021-22) and should have booked profit in last financial year (2021-22)	Audited Balance sheet and Profit & Loss Statement or Statutory auditor's certificate is to be submitted.
The Bidder should have positive net worth in last three financial (2019-20, 2020-21 and 2021-22).	Relevant audited financial certificates by an authorized CA must be provided
The proposed Account Aggregator Solution should have been implemented by bidder/ TSP Successfully in at least one Schedule Commercial Bank/ RRB/BFSI in India in last three years.	Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates /Installation Reports / Project Sign-Offs, payment invoices in the last three years including names of clients with Phone and Fax numbers, E-Mail IDs etc.
The bidder should be Sahamati empaneled /listed Technology Service Provider (TSP) for the Account Aggregator Ecosystem as on the issuance date of RFP.	Documentary evidence to be submitted by the bidder.

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.
The Bidder should not be a blacklisted by any Government / PSU department or bank.	Undertakings from the Bidder in this regard should be provided.

5.2 General Conditions

- i. Minimum validity of the Proposal must be 180 days from the date of its opening.
- ii. The Bank reserves the right, not an obligation, to carry out the capability assessment of the Bidder(s) and pre dispatch inspections at the cost of the Bidder. This right inter alia includes seeking technical demonstrations, presentations and live site visits.
- iii. The Bank reserves its absolute right to seek any clarifications from the respective Bidder(s).
- iv. The Bank will neither provide nor shall pay any charges for boarding, lodging and transportation facilities for the Bidder(s) or their Representative.
- v. The products / services offered should strictly conform to the specifications and also as per Guidelines of Reserve Bank of India.
- vi. The models proposed/marked for withdrawal from the market or models under quality testing should not be offered.
- vii. The Bidder(s) are required not to impose their own terms and conditions to the bid and if submitted, it will not be considered as forming part of their bids. The decision of the Bank shall be final, conclusive and binding on the Bidder(s).
- viii. It is implicit that the Bidder has guaranteed that all the equipment supplied is original & new including all its components and as per the technical specifications. All the software supplied is licensed and legally obtained in the name of the Bank.
- ix. The Bidder should cooperate with Bank(s) or any other agency which has been entrusted with or involved in the work of providing and managing other components of the CBS project of the Bank(s).
- x. To ensure efficient and effective rollout of the project as well as to ensure smooth operations of the complete system during the entire project life, the prospective Bidders will be required to work in collaboration from the beginning of the project with any agency involved in the implementation of the CBS , ATM or any other automation project in the Bank.
- xi. In case of termination of contract by either of the party, the migration of the project to the new vendor should be in close coordination and support by the actual bidder (Bidder to whom project was awarded) in time bound manner without any additional cost to bank.

5.3 Purchaser's Right to Reject Any/All Bids

- i. The Bank reserves the right to accept or reject any bid partially or fully or to annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, thereby incurring no liability to the affected Bidder(s). The Bank is under no obligation to inform the affected Bidder(s) of the ground for its action.
- ii. The Bank reserves the right to accept or reject any technology proposed by the Bidder(s). The Bank reserves the right to re-issue the Request for Proposal or any part thereof without assigning any reason whatsoever, at the sole discretion of the Bank.
- iii. The Bank reserves the right to issue Purchase Order in phases or to alter the quantities specified in the offer. The Bank also reserves the right to delete one or more items from the list of items specified in offer.
- iv. The Bank(s) reserves right to give minor deviations, as specified by the bidder in technical deviation sheet, to any or all of the Bidder(s) in the techno-commercial specifications of bid. Any decision of the Bank(s) in this regard shall be final and shall be binding on the Bidder.
- v. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder(s).

5.4 Bid Rejection Criteria

The bid(s) will be rejected in case of any one or more of the following conditions:

- i. Bids which are not substantially responsive to the Request for Proposal Document.
- ii. Bids not made in compliance with the procedure mentioned in this document or not substantively responsive.
- iii. Failure on part of the Bidder to provide appropriate information as required in the bid Proposal or any additional information as requested by the Bank, including any supporting document.
- iv. Incomplete or conditional bids or bids that do not fulfill all or any of the conditions as specified in this document.
- v. Bids without earnest money deposit.
- vi. The submission of more than one bid under different names by one Bidder. If the same is found at any stage, all the bids by that bidder will be rejected.
- vii. Material inconsistencies in the information submitted.
- viii. Misrepresentations in the bid Proposal or any supporting documentation.
- ix. Bid Proposal received after the last date and time specified in this document.
- x. Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.
- xi. Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the

- person(s) signing the bid.
- xii. In case the selected Bidder declines to make commercially reasonable efforts to work in collaboration with the Agency employed by the Bank(s) for the project management during execution and system maintenance thereafter.

5.5 Bid Evaluation Process

The Evaluation will be a two-stage process:

- a. Pre-Qualification Scrutiny cum Technical Evaluation - (Mandatory to be met by the bidders)
- b. Commercial Evaluation

5.5.1 Pre-Qualification Scrutiny:

- i. The Bank/ Consultant will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed and stamped, and the Bids are generally in order.
- ii. The Bank/ Consultant may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- iii. The Bank / Consultant will first examine whether the Bid and the Bidder is eligible in terms of Eligibility Criteria. The bids not meeting the Minimum Eligibility Criteria shall not be considered for further evaluation. Prior to technical evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations.
- iv. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee, Eligibility Criteria, will be deemed to be a material deviation.
- v. The Bank's/ Consultant's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- vii. To assist in the scrutiny, evaluation and comparison of offers/bids, The Bank may, at its sole discretion, ask some or all Bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of The Bank in this regard shall be final, conclusive and binding on the Bidder.
- viii. The bidder shall notify The Bank in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or

later, shall not relieve the bidder from any liability or obligation under the contract. The Bank reserves rights to accept such arrangement or reject the Proposal outright. Proof of such contracts should be submitted to The Bank.

- ix. The Successful Bidder (“L1 Vendor”) will be as per the conclusion of the final negotiations with the technically qualified bidders.
- x. On conclusion of Price negotiations, the Successful Bidder (L1) shall submit to the Bank the price breakup for the negotiated amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 3 days from the date of the negotiations, the Bank reserve the right to reject the L1 Bidder’s Bid and make procurement from the L2 or L3 Bidder.
- xi. Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation Bank may seek specific clarifications from any or all Bidders.

5.5.2 Technical Evaluation

The selection of the bidders shall be based on Quality cum Cost Based Selection (QCBS) Methodology i.e. the aggregate scores of the prequalification and technical bid (70% weightage) and Commercial bids (30% weightage).

The detail of the technical evaluation is as per Annexure B

5.5.3 Commercial and Final Bid Evaluation

Commercial quotes shall be evaluated as per the following procedure: -

Financial Marks = (Minimum Financial quote / Financial Quote) X 100

The format of the financial quote is as per Annexure D

Where

Financial Marks = Normalized financial marks of the bidder under consideration.

Financial Quote = Evaluated cost of bidder under consideration

Minimum Financial quote = Minimum evaluated cost of any bidder

Final score for Evaluation of bids shall be worked out as under:

Final Scores = (0.7 x Technical Marks) + (0.3 x Financial Marks)

Where

Final Scores = Overall evaluated marks (score) of Bidder under consideration

Technical Marks = Technical marks (score) for the Bidder under consideration

Financial Marks = Normalized financial marks (score) of the Bidder under consideration

The Bidder scoring Maximum Final Score will be considered L1 bidder (Successful bidder), however the final purchase order will be issued post negotiations with the L1 bidder.

5.6 Responsibilities of the Bidder(S)

- i. The selected Bidder shall implement, undertake and complete the project as per the scope of work, project plan and functional requirement of the Bank.
- ii. The Bidder must provide details of the support to be given to the Bank(s). The Bidder, in this respect is responsible for: installation, customization, parameterization, implementation support, maintenance support, and testing.
- iii. The bidder will also have to do the necessary setup at both Primary site as well as the disaster recovery site separately maintaining the same performance characteristics of the system.

5.7 Responsibilities of the Bank

- i. On day to day basis the officials of the Bank shall help the engineers deputed by the Bidder for the job in their capacity.
- ii. The Bank(s) shall provide appropriate environmental conditions, access to the premises and suitable conditions for the Bidder's workers.

5.8 Schedule of Payment

a) For Application & Implementation

- 20% payment to be done on completion of UAT including certification (if any) required for implementation of solution.
- 60% on Completion of Installation, Customization, configuration in DC & DR setup, System Integration submission of UAT Sign off and successful Go-Live.
- 20% After 3 months of successful implementation of solution along and against Performance bank guarantee.

b) For AMC

Payment for AMC for the software solution will be done in advance on yearly basis after completion of warranty period after submission of invoice.

c) Taxes shall be extra as applicable.

5.9 Time Schedule

The detailed schedule will be specified by the Bank at the time of placing supply / work orders after due consultation with the successful Bidder(s).

5.10 Earnest Money

- i. EMD is ₹ 1,00,000/- only (Rupees One Lakh Only).
- ii. EMD value should be submitted along with the Commercial Bid by way of Demand Draft in favour of The General Manager, J&K Grameen Bank payable at Jammu.

-
- 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.

5.11 Rates

The rates quoted shall remain firm throughout the period of contract and this contract will remain valid upto the date of completion of the job by the Bidder(s) and shall not be subject to any upward modification whatsoever.

5.12 Penalties

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

2% for delay of the first two months

5% per two months for subsequent delays

Maximum delay of six months is tolerable, beyond which the order will be cancelled and EMD of the Bidder will be forfeited. The decision of the Bank in this regard shall be final, conclusive and binding.

5.13 Warranty

All the goods and services quoted in response to this Request for Proposal shall have an offsite warranty. The services offered shall include Warranty/AMC for the 1 year from the go-live date as start date. For subsequent years (i.e. 2nd, 3rd, 4th and 5th year) the AMC shall be included in the offsite warranty.

Commercial Bid evaluation will be done including AMC charges for a total of 5 years taken together.

5.14 Termination of Contract

The Bank reserves a right to cancel / terminate the contract, in whole or in part, at any time of its convenience during the contract period by serving prior written notice to the Bidder. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

This contract lawfully stands terminated on completion of all services by the Bidder or on completion of Term of Contract whichever is later. The Bank reserves the right to cancel the Contract after giving 30 days' notice in writing and recovering the expenditure incurred by the Bank in the following circumstances:

- i. In case the Bidder does not perform within the prescribed time limits.
- ii. Not adhering and confirming to the quality of work, technical specifications and for the non- performance of the services as per the terms and conditions mutually agreed upon.
- iii. The Bidder commits a breach of any of the terms and conditions of the contract.
- iv. The Bidder goes in for liquidation voluntarily or otherwise.
- v. The Bank reserves the right to recover any dues paid to the Bidder in case of breach of contract prematurely.

5.15 Taxes and Duties

The Bidder shall be solely responsible for the payment of all taxes. The prices payable by the Bank are exclusive of all the Taxes, Statutory levies, Octroi & Entry Tax etc. All applicable Taxes including GST, levies, if any, will be paid by the Bank as per actual.

5.16 Performance Guarantee

The selected vendor shall furnish unconditional and irrevocable Bank Guarantee @ 10% of the onetime payment to be made to the vendor (excluding the recurring charges). This Bank Guarantee should be duly addressed to The General Manager, J&K Grameen Bank, Jammu in specific reference to this RFP be valid for 5 year from the date of purchase order, which shall be discharged thereafter.

The vendor shall submit the above guarantee within 90 days from the effective date (the date of acceptance of the order). The contract performance guarantee shall be kept valid for Five years till the completion of the Guarantee period. The guarantee should have additional claim period of six months after expiry of guarantee.

5.17 Indemnity

- i. The Bidder(s) shall indemnify the Bank against all third party claims of infringement

of Intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the Goods, or any part thereof in India.

- ii. The Bidder(s) shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- iii. The Bidder(s) shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder(s) shall be fully responsible therefore, including all expenses and court and legal fees.
- iv. The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

5.18 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.

5.19 Conflict of Interest

Absence of, actual or potential conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with JKGB needs to be meticulously ensured. Additionally, they shall proactively disclose and address any and all potential elements, which would adversely impact their ability to complete the requirements as given in the RFP.

5.20 Trainings

The Bidder shall be responsible for training the Bank personnel in the areas of implementation, operations, management, error handling, troubleshooting, system administration and any other related areas. This training can be arranged at the premises of the Bidder or at the Bank. At least six employees need to be trained by the Bidder who shall be identified by the Bank and shall comprise of people having different levels of qualifications and responsibilities. The final training schedule shall be decided according to a

mutually agreed time table before the work order is finally placed.

Therefore, the successful Bidder(s) will undertake to provide necessary and adequate training, on-site as well as classroom, to the bank staff to enable them to effectively operate the solution. As per training schedules finalized in consultation with the bank

5.21 Limitation of Liability

Notwithstanding anything to the contrary contained in the contract, the Bidder's aggregate liability arising out of or in connection with the contract, whether based on contract, tort, statutory warranty or otherwise, be limited to the amount actually paid by the Bank to the Bidder in respect of the services that are subject matter of a claim, subject to a maximum of 100% of the contract value. The Bidder shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim.

5.22 Force Majeure during the Pendency

During the pendency of the contract if the performance in whole or part thereof by either party is prevented/delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material, and other consumables, or any other causes including breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after the restoration of normalcy. In case, Force Majeure clause is invoked by the vendor, Bank shall not make any payment for the partial work done.

5.23 Other Conditions

If some latest technology or equivalent is introduced the Bidder is duty bound to offer their Proposal on mutually agreed rates on similar terms and conditions during the pendency of the agreement/contract.

5.24 Arbitration

All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by The General Manager, J&K Grameen Bank, Jammu. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification/re-enactment thereof for the time being in force. Such arbitration shall be held at Jammu.

5.25 Applicable Laws & Jurisdiction of Courts

In all matters and disputes arising hereunder, shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts having jurisdiction in Jammu.

5.26 Reverse Auction

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

6. Detailed Scope of Work, Specifications & Deliverables

6.1 General Note

- i. The given specifications are minimum requirements. The bidders should enclose relevant printed or neatly typed detailed specification sheets of their offerings, which shall also be kept in mind at the time of evaluation of offers.
- ii. In case the solution or the product offered as the case may be, reaches end of life / support during the pendency of the contract, the bidder has to ensure that the systems are either replaced or upgraded at their own cost without any disruption in the ongoing business transactions of the Bank.
- iii. The scope of work defined herein this RFP is indicative. The Bank reserves the right to modify the functional requirements for Account Aggregator Solution at the time of actual implementation and rollout of the project. The bidder is supposed to implement, configure, operate and maintain the entire system and services of Account Aggregator Solution as per the requirement and satisfaction of the Bank.
- iv. It is further clarified that the successful bidder is bound to undertake, include and provision the desired changes/features in the Account Aggregator Solution as requested by bank till One Year after go live date without any extra cost.
- v. Any cost involved in implementing the changes required to meet the guidelines issued by the Regulatory Authorities to be included in the AMC for the solution.

6.2 Scope of Work

- i. The Technical Service Provider (TSP)/bidder is expected to provide a full-fledged solution for deployment of FIP/ FIU modules and integration cum onboarding into Account Aggregator ecosystem. The bidder proposed solution should be compatible with all Account Aggregators i.e. existing approved Account Aggregator (with In-Principle Approval and Operating License) and approved in future by regulator / RBI.
- ii. Bidder can propose the solution based on on-premises model or through public

- cloud model. Bidder has to submit the details (i.e. technical and commercial bid) of both the models separately with all the details in technical bid which shall include the hardware/software details, along with deployment architectural plan along with security details. The commercials for both the models shall be shared separately as per commercial bid format at Annexure-D.
- iii. Supply, installation and maintenance of Account Aggregator Solution at DC, DR & UAT setup: Warranty of 1 year from the go-live date followed by 04 years of Annual Technical Support (ATS)/Annual Maintenance Support (AMC) from the date of completion of 1 year warranty period.
 - iv. The solution (including FIP/FIU module) should be able to integrate but not limited to with bank's setup covering existing / future versions of Core Banking (presently Finacle 7.0.25), Bank's Mobile Banking/ Internet Banking Channels, MIS, Alternate Delivery Channels, SOC/ SIEM, other security modules and other outside third-party applications as required by the Bank at no additional cost, during the contract period.
 - v. Bidder should migrate and integrate Account aggregator solution of the Bank if bank upgrade its Core Banking (presently Finacle 7.0.25) solution to higher version during the contract period without any additional cost to Bank.
 - vi. The proposed Solution should have a consent management module which should have capability to accept customer's consent, store the consent securely. The consent module shall be available for integration with Bank's various systems. The bidder will be responsible for successful completion of certifications required to become a part of Account Aggregator Ecosystem as FIU/FIP.
 - vii. The proposed Solution should have browser based user friendly and robust interface for branches and have user friendly and robust interface for customers.
 - viii. If user login is licenses based then Perpetual Enterprise License should be made available without limitation on number of users and licenses should not be tied down to the hardware it is installed on. Bank should be able to reuse or port the software licenses on any new hardware in future.
 - ix. Bidder should upgrade the Account Aggregator solution and other related software version whenever there is new version released without any additional cost to Bank.
 - x. The application should support high availability for DC and DR. The proposed solution should support real time DC – DR replication so that in case of any unforeseen events, the switch over to DR can take place and the application can work seamlessly as before.
 - xi. The bidder shall provide complete services for the solutions under the scope including installation, implementation, integration, management, maintenance, support, audit compliance and knowledge transfer.
 - xii. The proposed solution should ensure Integrity & Confidentiality of the data.
 - xiii. The data flow should have proper encryption in compliance with

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- Sahamati/Regulatory/ Bank Information Security requirements from time-to-time.
- xiv. The solution provided should provide assured integrity with complete audit trail. All the audit observations should be rectified by the bidders within the timelines decided mutually with the Bank's Project Manager. The fix needed for the proper functioning of the system should be done by the bidder periodically as per the needs of the Bank at no additional costs.
- xv. On request of FIU in Account Aggregator ecosystem, the solution should be able to share customers' required information on receipt of customer consent.
- xvi. The Bidder is required to plan out the infrastructure needs for both on-premises model as well as public cloud model (Operating System, Database, Storage, and other related software/hardware) for the proposed solution (for Production, UAT and DR environment) as part of their technical bid submission. In case bank opts on-premises solution then Hardware required for implementation for project would be provided by Bank. Bidder should submit hardware requirement for both DC, DR and UAT in Technical Bid for both on-premises solution as well as Public cloud solution. **Selection of model for deployment of solution whether on premise or on Public cloud will be done by Bank and decision in this regard will be sole discretion of the Bank.** The Bank is not responsible for any assumption made by the Bidder with respect to the sizing of the infrastructure. In the event the sizing proposed by the Bidder does not meet the performance/service levels of the Bank, the Bidder will at their cost carry out the necessary upgrades/ replacements. The Bank has the right to deduct/recover from the Bidder the required additional expenses which Bank may incur on account of such upgrades/replacements. Documentation and detailed architectural design is required to be submitted as part of the implementation process.
- xvii. The bidder solution is required to onboard bank into Account Aggregator ecosystem with integration of minimum one Account Aggregator (With Operating License and good number of FIPs and FIUs) (Proposed by vendor / selected by bank separately) with all features / functionalities / cases; to consider a go-live.
- xviii. The integration with all Account Aggregators (as available on date of RFP) on i.e. existing approved Account Aggregator (with In-Principle Approval and Operating License) to be completed in phased manner as per timelines without any additional cost to bank.
- xix. The integration with all new Account Aggregators as approved by regulator / RBI during the contract period to be completed on 1 month/AA.
- xx. The cost per data fetch will be payable on actual basis, as per the prices quoted under Price Bid Format, if bidder's AA is used by bank.
- xxi. Bidder can propose the integration with multiple account aggregator as approved by regulator / RBI with all features / functionalities / cases; to consider a go-live. The cost per data fetch will be payable on actual basis, as per the prices quoted under

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- Price Bid Format for multiple AA's.
- xxii. Bank at its discretion, may select any other Account Aggregator(AA) (apart from proposed Account Aggregator during bid submission) as preferred AA with which bidder(TSP) has to integrate without any additional cost of integration and ensure functioning at no additional cost in on-going basis. Commercial of per data fetch with new AA will be finalized separately by the bank (with no relation with bank's selected TSP).
 - xxiii. In case, during the contract period, if bank may change from TSP's AA with bank's identified AA for integration. Post which, no cost will be payable to selected TSP's AA.
 - xxiv. The data fetch means when bank acts as FIU and fetches data after customer consent. When bank acts as FIP and provides data, bank should not be charged.
 - xxv. The solution should enable Bank to act as FIP and provide required information to other Financial Information Users (FIUs) in Account Aggregator ecosystem on receipt of customer consent.
 - xxvi. The data in flow, data in transit should be in encrypted form in compliance with Sahamati / Regulatory / Bank Information Security requirements from time-to-time. The solution should have functionality for prevention from Man-in-Middle attack.
 - xxvii. Bidder will have to integrate with any new use case introduced in the AA ecosystem during the contract period of 5 years. The Proposed solution should have the capability to provide integrations for fetching additional customer parameters/ data points from any future addition to the AA Ecosystem such as GSTN, TRAI data etc. as and when applicable
 - xxviii. The bidder will be responsible for successful completion of any certifications required to become a part of Account Aggregator Ecosystem as FIP & FIU.
 - xxix. After the implementation of the FIP/FIU module, the bidder is required to get the deployed solution certified from Sahamati empanelled certifiers.
 - xxx. The bidder has to ensure and factor the cost in commercials, for all certifications, re-certifications, compliance from Sahamati empanelled certifiers, during implementation, go-live and on ongoing basis during the contract period.
 - xxxi. **Certification Framework for Account Aggregator Ecosystem**
Brief Certification Requirement and Scope
 - i. To become a part of the Account Aggregator Ecosystem, FIPs, AAs and FIUs need to adhere to Technical Standards prescribed by ReBIT.
 - ii. The Sahamati Certification Framework comprises a set of tests that all AA ecosystem participants may use, to enable verification of their adherence to the ReBIT-prescribed Technical standards. The scope of coverage of these tests is:

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- a) API schema conformance
 - b) FI (Financial information) schema conformance
 - c) Security specification conformance, specifically in the areas of API access authorisation, non-repudiation and data-in-transit security controls
- iii. In addition to the above, the framework also covers tests that verify the integration of AA ecosystem participants' systems with a Central Registry.
- xxxii. The 1 year warranty shall start from the date of onboarding bank into Account Aggregator ecosystem with integration of minimum one proposed/bank decided Account Aggregator (With Operating License and good number of FIPs and FIUs) with all features / functionalities / cases and acceptance & sign-off from the bank. After completion of 1 year warranty, ATS for next 4 years will be started immediately for remaining entire contract period.
- xxxiii. Bidder should plan their every activity for all deliverables under the RFP so as to adhere to timelines set by the Bank. Bidder has to submit a detailed plan for implementation. Any delay in meeting the timelines would result in penalty / liquidity damages.
- xxxiv. Bidder will have to integrate with any new use case introduced in the AA ecosystem during the contract period of 5 years without any additional cost to be charged to Bank.
- xxxv. The selected bidder to comply with the findings of the VAPT/IS Audit/Secure Coding Practices in terms of the hardware / OS / application/DB provided under this RFP.
- xxxvi. **API / Integrations / Other support:**
- a) Bank cannot retrieve data from CBS through API exposure, bidder has to develop and deploy end-to-end solution to retrieve data from CBS being FIU/FIP. Bidder shall provide up for branches in case of walk-in customers and for customer accessing portal through online mode for raising requests.
 - b) The solution should be able to send notifications through Email/SMS. The system should be capable to integrate with organization's SMS/Email gateways for the same.
 - c) The proposed solutions should consider and implement all the security protocols in-line with Bank's security policy. During the contract, bidder will proactively inform Bank about any security vulnerabilities.
 - d) The API integration with Account Aggregator system should be in accordance to the API specification & Data schema published by ReBIT from time-to-time.
 - e) The solution should comply with updated RBI Directive and other regulatory guidelines. During the contract period, if any customization required to comply with any of the regulatory guidelines then it will be the compulsion of the bidder to abide by it without incurring any additional cost.

- f) Solution should have consent triggering, reporting module which should be able to request customer consent, store the customer consent securely. The consent request module shall be available for integration with Bank various systems (both web and mobile) (all technologies)
- g) The solution should be able to monitor the API performance/usage. The Solution should also support APT throttling, quota, able to queue requests in case the load on core banking application/ related applications.
- h) The Solution should have the capability of providing comprehensive audit trail features to monitor activity of specific programs and data files etc. The solution should also provide on-line access to audit trail information, Time/date stamp, User ID & all changes and status of respective field etc. before and after the change. It should also keep a track of activities executed by the Application system administrator. The solution should also allow for segregation of duties (e.g. segregated function between system and application administration). The solution should have ability to define groups so that access can be categorized.
- i) System should support audit trail of customer consent for raising request for data where regulators have mandated specific customer consent.
- j) Bank team should be provided with Role based access through a portal for configuration, monitoring, dashboard, etc.

xxxvii. **Other Requirements**

- i. The minimum period of contract will be for 5 years.
- ii. All charges to be borne by vendor and hence all costs to be factored in while preparing commercial offer.
- iii. The bidder has to ensure on-site support for resolving Account Aggregator solution related issues, including installation/re-installation of required software and its supporting software for the proposed solution, during contract period without any extra cost.
- iv. Documentation / Training:
 - a. 03 days training for Bank's officials for 02 batches at Bank's premises regarding overall functioning of the Solution/ available Dashboard/Analytics etc.
 - b. Providing process documentation, SOP"s, required Technical and Functional documentation, Reference Manual, FAQ, System Configuration Documents etc.
- v. As part of technical evaluation, bidder has to carryout product demonstration/presentation of their Account Aggregator Ecosystem solution as per the schedule provided by Bank.
- vi. Bidder has to guarantee minimum uptime of 99.95% for the Account Aggregator software and should be ready to execute service level agreement for the same.

6.3 Salient features required for the Account Aggregator Solution:

The proposed solution must include all the software, services and other components necessary to meet the given requirements and to carry out the necessary activities as described in this section.

- a. The proposed Solution should have user friendly and robust interface for customers.
- b. The proposed Solution should have browser based user friendly and robust interface for branches.
- c. Bidder has to carry out changes prescribed by regulatory authorities in the proposed solution as and when required.
- d. The data flow should be in encrypted form.
- e. Account Aggregator Solution will be implemented with DC, DR & UAT setup along with required real time data synchronization between DC & DR.
- f. Account Aggregator Solution will be implemented with high availability by configuring Clustering approach.
- g. The proposed Account Aggregator Solution will be flexible to changes and easy to be integrated with other Applications.
- h. Bidder will have to carry out Performance Testing as and when required by the Bank during the contract period.
- i. The proposed Solution should be capable to handle time-based user consent and to charge for usage/consent.
- j. The proposed Solution should meet the requirement of Audit/VAPT/CISO before going Live since approval of Audit/VAPT/CISO is mandatory.
- k. The proposed solution should support conversion to/from multiple formats like ISO 8583, JSON, XML, Flat files, html etc.
- l. Bidder should specify all Account Aggregator requirements upfront, required for smooth functioning of the proposed solution.

6.4 Delivery period

S.NO	Milestones	Weeks from date of issue of P.O
1	Purchase Order from J&K Grameen Bank to successful bidder	Week-1
2	System Study and finalization of Deployment architecture	Week-1-2
3	Submission of Project Plan detailing each task with target date	Week-1-2
4	Installation and configuration of AA solution on UAT	Week 3
5	Installation and configuration of AA solution on Production	Week 4
6	Completion of all work including implementation, integration with delivery channel, DR setup , DC-DR replication etc.	Week 5-6

Annexure A - BID COVERING LETTER

To:

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

Dear Sir,

Reference: Implementation, Operation and Maintenance of Account Aggregator Solution for JKGB.

Terms & Conditions

I/We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect of this Request for Proposal do hereby propose to provide goods and services as specified in the bidding document.

I/We, the undersigned Bidder(s) having submitted the qualifying data as required in your Request for Proposal, do hereby bind ourselves to the conditions of your Request for Proposal. In case any further information/documentary proof in this regard before evaluation of our bid is required, I/We agree to furnish the same on demand to your satisfaction.

Rates & Validity

All the rates mentioned in our Proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this Proposal are valid for a period of 180 days from the date of opening of the bid.

I/We have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I/we shall pay the same.

Deviations

I/We declare that all the goods and services shall be performed strictly in accordance with the Technical specification, Time Schedule and other terms of the Request for Proposal Document except the deviation as mentioned in the Technical Deviation Proforma. Further, I/We agree that additional conditions, if any, found in the Proposal documents, other than those stated in deviation proforma, shall not be given effect to.

Bid Pricing

I/We further declare that the rates stated in our Proposal are in accordance with your terms and conditions in the bidding document.

Earnest Money

I/We have enclosed the earnest money as required under Section 4.12 of the Request for Proposal Document. In case of default it is liable to be forfeited in accordance with the provisions enumerated therein.

Details of cost of RFP Document:

Value	
Demand Draft Number with Date	
Name and Branch of the Bank	

Performance Guarantee

I/We shall submit a Bank Guarantee @ 10 % of the total value of the order as required under Section 5.16 of the Request for Proposal Document.

Declaration

I/We hereby declare that my/our Proposal is made in good faith, without collusion or fraud and the information contained in the Proposal is true and correct to the best of my/our knowledge and belief and nothing has been concealed there from.

Thanking you,

Yours faithfully,

(Signatures)

Date:

Place:

Name: Designation:

Seal

Annexure B - TECHNICAL QUALIFICATION REQUIREMENT

I. No.	Functionalities	Compliance (Yes/No)
A	Functional Requirement	
1.	The offered solution should be based on the requirements as mentioned in the RBI Master Direction DNBR.PD.009/03.10.119/2016-17 dated 2 nd September 2016 (updated as on November 22, 2019; as on February 23, 2018; as on November 09, 2017) and ReBIT Technical standards; as may be updated from time to time.	
2.	The solution should cover and fulfil the requirements in line with Bank specific requirement, in compliance of RBI and its amendments (in present and in future) during the contract period.	
3.	The Proposed Solution should enable Bank to act as Financial Information Providers (FIPs) and provide required information to other Financial Information Users (FIUs) in Account Aggregator ecosystem on receipt of customer consent.	
4.	On request of FIU in Account Aggregator ecosystem, the solution should be able to share customers' required information on receipt of customer consent.	
5.	On receipt of customer consent, Solution should enable Bank to act as FIU, fetch required information provided by other Financial Information Providers and facilitate decryption of data received through the Account Aggregator ecosystem.	
6.	The proposed solutions should be compatible with all the Account Aggregators. Interoperability of multiple AA should be taken care by solution.	
7.	The bidder need to integrate with all existing approved Account Aggregator (with In-Principle Approval and Operating License) which are already LIVE as on date of release of this RFP and also integrate and implement the Solution as per scope of work with new Account Aggregators (approved in future by regulator / RBI) which will be LIVE in the Account Aggregator Ecosystem after the date of release of this RFP without any additional cost to bank during contract period.	
8.	The bidder should be capable of future integration with other aggregators will be done without any additional development/implementation cost to	

	bank.	
9.	The bidder should be capable to integrate with any new use case introduced in the AA ecosystem during the contract period of 5 years.	
10.	The Proposed solution should have the capability to provide integrations for fetching additional customer parameters/ data points from any future addition to the AA Ecosystem such as GSTN, TRAI data etc. as and when applicable.	
11.	The solution proposed is Enterprise Wide Solution to cater the Bank's requirement for Branches, other offices and related setup. The license for the solution to be Enterprise wide perpetual level that should cover but not limited to all the modules/ sub-modules/ reports/ related system etc. offered without any constraint on the number of branches, customers or users for the Bank's operations in India.	
12.	The bidder will be responsible for successful completion of certifications required to become a part of Account Aggregator Ecosystem as FIP & FIU.	
13.	Solution should support audit trail of customer consent for raising request for data where regulators have mandated specific customer consent.	
14.	Solution should have a consent management framework where all the consents obtained for the access and usage of data is securely stored by the aggregator for reproduction when needed. The solution should also be able to obtain periodic consent from customers as per the regulatory guidelines.	
15.	Solution should have consent triggering reporting module which should be able to request customer consent, store the customer consent securely. The consent request module shall be available for integration with Bank various systems (both web and mobile) (all technologies) (from banks perspective and requirements)	
16.	The Bidder should upgrade the Account Aggregator solution and other related software version whenever there is new version released.	
17	Bidder shall integrate with multiple account aggregator as approved by regulator / RBI with all features / functionalities / cases; to consider a go-live. The cost per data fetch will be payable on actual basis, as per the prices quoted under Price Bid Format for multiple AA's.	
B.	Integrations:	

1.	Bank cannot retrieve data from CBS through API exposure, bidder has to develop and deploy end-to-end solution to retrieve data from CBS being FIU/FIP. Bidder shall provide portal for branches in case of walk-in customers and for customer accessing portal through online mode for raising requests.	
2.	The proposed solution should be able to publish APIs to external consumers and partners, as well as to internal users.	
3.	The solution (including FIP/FIU module) should be able to be integrated with existing / future versions of Core Banking (presently Finacle 7.0.25), Alternate Delivery Channels, SOC/ SIEM , other security modules and other outside third-party applications as required by the Bank at no additional cost during the contract period.	
4.	The solution should be able to support integration through data extracts, SDK, SOAP / REST APIs, XML feeds.	
5.	API integration with Account Aggregator system should be in accordance to the API specification & Data schema published by ReBIT from time-to-time.	
6.	The system should have capability to send notifications as SMS, email and push, every time the consent is used to access the data from the external financial information provider systems. The customer should have an option to de-register/re-register for this service. The system should be capable to integrate with banks' SMS/Email gateways for the same.	
7.	System should also be capable of providing interfaces for assisted journey independent of integrations with Banks CBS and other platforms for requesting data from various sources in Bulk as well as raising requests one single request and response basis.	
8.	Bidder should migrate and integrate Account aggregator solution of the Bank if bank upgrade its Core Banking (presently Finacle 7.0.25) solution to higher version during the contract period without any additional cost to Bank.	
C	Monitoring and Reporting:	
1.	The Solution should also support API throttling, quota, able to queue requests in case the load on core banking application/warehouse server.	
2.	The proposed Solution should have browser based user friendly and robust interface/dashboard for branches/ departments. Interface/Dashboard should have the ability to request data .(in bulk as	

	well as single)	
3.	The proposed solution should have user friendly and robust interface for customers. There should be a web based portal for customer to link accounts/ to give consent etc. It should have the ability to integrate with banks mobile banking app.	
4.	System should be capable of generating the following reports (not limited to): <ul style="list-style-type: none"> ➤ User wise & Channel wise report ➤ Request Success & Failure report ➤ Statutory & Regulatory report As per the requirement of the bank	
5.	The solution should comply with updated RBI Directive and other regulatory guidelines. During the contract period any customization required to comply any regulatory guideline will be provided by the bidder without any additional cost.	
D	Data Format and Security:	
1.	The data in flow should be in encrypted form in compliance with Sahamati / Regulatory / Bank Information Security requirements from time-to-time.	
2.	The data in flow, data in transit should be in encrypted form in compliance with Sahamati / Regulatory / Bank Information Security requirements from time-to-time. The solution should have functionality for prevention from Man-in-Middle attack.	
3.	Solution should be capable of providing data to and/or from various sources in raw digital forms (ISO 8583, JSON, XML, Flat files, html etc) for consumption of Bank's Lending, Analytics and other platforms/applications. The proposed solution must support conversion between multiple formats like JSON, XML, ISO 8583, HTML etc.	
4.	Solution should also be capable of providing data from various sources in processed form which should be downloadable in Word, Excel or PDF file formats etc.	
5.	System should have the ability to configure and comply with Bank's Risk and Information Security policies.	

6.	The proposed solution should closely monitor the patterns to identify and neutralize possible threats.	
7.	The system should be able to identify and restrict threats and vulnerabilities like DDoS, SQL injection, XML injection etc.	
8.	Bidder should be able to comply with the regulatory & statutory requirements and also to get the required certifications done as per the requirements Ecosystem on ongoing basis.	
9.	In case of solvency source code should be transferred to the bank without any additional cost	
10.	Solution should have Capability to monitor the service availability of the integrated AAs at any point of time	
11.	The proposed solution should support easy integration with existing web-apps using SSO (Single Sign On) process.	
12.	The proposed solution should support Mapping between HTTP/HTTPS and other protocols	
13.	The solution should support modern security standards including X509 specification, OTP mechanism compliant with RFC 6263 standards, LDAP, SSL client-side certificate authorization etc.	
14.	The provided solution should provide the facility to manage API Prioritization and API caching in encrypted form to reduce load on core banking applications by serving some data requests from Cache.	
15.	There should be a provision in the proposed solution to add/modify or remove pre-built or custom policies without any downtime to be suffered by the system.	
16.	Solution should have a provision to maintain different environments separately having workflows to govern the APIs providing the flexibility to publish the APIs to the other environment like from UAT to Production on user approval.	
17.	The system should be capable of Integrating with various third-party systems as and when required for any of the use cases suggested by the regulatory body or the Bank.	
E	Hardware, Software and Tool Requirement	
1.	The bidder will be responsible for installation, configuration, performance management, monitoring and upkeep of the whole solution.	

2.	The Offered Solution should be capable of being shifted from On-premise to On-cloud model/Bank's cloud service provider or vice-versa, if required by the Bank in future.	
3.	Bidder has to guarantee minimum uptime of 99.95% of the Account Aggregator Solution	
4.	Bidder should also be responsible for creating separate development and UAT environment setup for multiple user simulating near production functionalities.	
5.	The bidder will perform performance testing and provide the certificate before going live.	
6.	The successful bidder needs to setup UAT, DC & DR environment with high availability and secure infrastructure for the solution.	
7.	DC & DR setup should support high availability in Active Passive mode and should support real time DC – DR replication so that in case of any unforeseen events, the switch over to DR can take place and the application can work seamlessly as before.	
8.	The proposed system must be capable of and compatible for Disaster Recovery Implementation with Recovery Point Objective (RPO) - 0 minutes and Recovery Time Objective (RTO) - 60 minutes.	
9.	The bidder needs to submit the technical architecture relating to data replication between primary and secondary site.	
10.	The solution provided should have the flexibility to scale horizontally or vertically.	
11.	The solution should be parameterized to restrict or allow Banks' channels with appropriate authentication to be integrated in AA platform.	
12.	The solution should be reusable by all the various channels without needing separate application requiring separate customization. i.e. Modular approach should be followed	
13.	The solution must have the ability to perform key management (dynamic & static) including data encryption as per the standards set by the Bank and Regulatory bodies standards	

****In Table A each point carry 1 mark***

Bidders Experience – Table B	Max Marks	Marks obtained
Installation in Banks Schedule Commercial Bank/ RRB @5 per bank BFSI/Others Banks @2.5 per organization	20	
Implemented solution with CBS (Finacle 7.0.25) any one bank	5	
Presentations & Application Demo	15	
Total		

Final Technical Marks	
Max Marks for Software/ Solution Technical Requirements – Table A	60
Max Marks for Bidders Experience – Table B	40
Total Marks	100
Minimum Marks for qualification	70 (out of 100)

Annexure C - PROFORMA TECHNICAL BID

The details of the software and hardware including the platform and the licensing requirements are to be furnished hereunder.

Sr. No.	Bank's Requirements	Vendor's Response
1	Name of the Application Software	
2	Platform / Development Tools used	
3	RDBMS / Database Specification (Please specify the minimum version requirements)	
4	Operating System Requirements (Please specify the minimum version of OS)	
5	Reporting Tools Used in the software	
6	Other necessary or Optional Software required, such as tools or utilities needed for capture or uploading of data which have not been covered above	
7	Web Server Requirements (e.g. IIS etc. required)	
8	The bidder may specify any other details which is not covered above for better understanding of the application and its deployment thereof	
9	Details of Public cloud i.e. Name, Hosted location , Certification etc.	
10	Hardware/Software details on Public Cloud	

Hardware required (to be provided by Bank in case of On-premise Model)

	Production Environment	DR Environment	UAT / Development Environment
Server Name			
Purpose			
Qty			
Make/ Model			
OS			
CPU			
Number of Cores			
Processors			
Storage			
RAM			
Others, if any			

Hardware proposed (to be provided by bidder in case of On-cloud Model).

	Production Environment	DR Environment	UAT / Development Environment
Server Name			
Purpose			
Qty			
Make/ Model			
OS			
CPU			
Number of Cores			
Processors			
Storage			
RAM			
Others, if any			

Hardware proposed for CBS integration and Portal deployment.

	Production Environment	DR Environment
Server Name		
Purpose		
Qty		
Make/ Model		
OS		
CPU		
Number of Cores		
Processors		
Storage		
RAM		
Others, if any		

Any additional hardware required in case on cloud model (for the development and integration with Banks CBS and portal development/deployment accessible to branch as well as customers) should be specified sparely.

(Signatures)

Date:

Place:

Name:

Designation:

Seal

Annexure D - PROFORMA COMMERCIAL BID

We hereby quote our commercial offer as given below. You may add additional rows/column as per your own requirement to quote the prices:

1. Cost in case of On-premises deployment of solution

Table A

S.No	Description	OTC (One Time Cost)	Year					Total Amount
			Y1	Y2	Y3	Y4	Y5	
			Amt.	Amt.	Amt.	Amt.	Amt.	
1	Enterprise License Cost (if any)	0	X	X	X	X	X	0
2	Integration Cost with all Account Aggregators	0	X	X	X	X	X	0
3	Implementation Cost including CBS data integration and Portal for Customer and branches	0	X	X	X	X	X	0
4	ATS Cost (Annual Technical Support)	X	0	0	0	0	0	0
5	Certification Cost (if any)	0	X	X	X	X	X	0
6	Miscellaneous Cost (if any)	0	X	X	X	X	X	0
Total Cost of Ownership (TCO) (Rs.)								0

Recurring Charges Table B

Sl. No.	Item Description	Qty (A)	Unit Cost (B)	Total Cost (C=AXB) (Amount in Rs.) (Excluding Taxes)
1	Data packet fetch cost of proposed AA's *(payable on actuals)	5,000		
2	Data packet fetch cost of TSP *(payable on actuals)	5,000		

Total Project Cost in INR= Table A + Table B

2. Cost in case of Public Cloud deployment of solution

Table A

S.No	Description	OTC (One Time Cost)	Year					Total Amount
			Y1	Y2	Y3	Y4	Y5	
			Amt.	Amt.	Amt.	Amt.	Amt.	
1	Enterprise License Cost (if any)	0	X	X	X	X	X	0
2	Integration Cost with all Account Aggregators	0	X	X	X	X	X	0
3	Implementation Cost including CBS data integration and Portal for Customer and branches	0	X	X	X	X	X	0
4	ATS Cost (Annual Technical Support)	X	0	0	0	0	0	0
5	Certification Cost (if any)	0	X	X	X	X	X	0
6	Miscellaneous Cost (if any)	0	X	X	X	X	X	0
Total Cost of Ownership (TCO) (Rs.)								0

Recurring Charges Table B

Sl. No.	Item Description	Qty (A)	Unit Cost (B)	Total Cost (C=AXB) (Amount in Rs.) (Excluding Taxes)
1	Data packet fetch cost of proposed AA * (payable on actuals)	5,000		
2	Data packet fetch cost of TSP * (payable on actuals)	5,000		

Cloud hosting Charges Table C

Sl. No.	Description	OTC (One Time Charges)	YEAR					Total Cost excluding taxes
			Y1	Y2	Y3	Y4	Y5	
1	Public Cloud Hosting Charges	0	X	X	X	X	X	
2	Recurring Charges	X	0	0	0	0	0	

Total Project Cost in INR= Table A + Table B + Table C

* The price bid includes cost of transaction per data packet fetch of proposed AA's by TSP and cost of transaction per data packet fetch of proposed TSP, multiplied by projected number of transactions, to be paid on actual basis the data fetch means when bank acts as FIU and fetches data after customer consent. When bank acts as FIP and provides data, bank should not be

charged for data fetch. The Quantity mentioned is indicative to arrive at prices and not be considered as actual.

Purchase order will be issued based on the selection of the model i.e. on premise or on Cloud as per the discretion of the bank, bidder will have no right to raise any concern on selection of the model by the bank and purchase order issuance.

Bank at its discretion can discontinue services of existing AA, in such cases there shall not be any further payment made for the same. The same applies to payment towards API usage in cases where services of existing AA is discontinued.

We abide by following terms and conditions

- a. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- b. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge.
- c. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- d. All Deliverables to be supplied as per requirements provided in the RFP.
- e. The Service Charges need to include all services and other requirement as mentioned in the RFP.
- f. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- g. All prices to be in Indian Rupee (INR) only.
- h. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals.
- i. Bank will deduct applicable TDS, if any, as per the law of the land.
- j. All the licenses should be in the name of J&K Grameen Bank, valid during the entire project period including AMC.
- k. All software components supplied should have OEM support, bidder will take necessary subscription for OEM support along with licenses.

I certify that the above-mentioned information and the relevant annexure and enclosures are true and correct.

(Signatures)

Date:

Place:

Name:

Designation: Seal

Annexure E–PROFORMA MANUFACTURER’S/DEVELOPER’S AUTHORIZATION

Ref. No

To:

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

Dear Sir,

Request for Proposal No JKGB/IT/AA/2022/01 Dated _ _ _ _ 2022, for Implementation, Operation and Maintenance of Account Aggregator Solution for JKGB Jammu.

We _____ who are established and reputed Manufacturers / Developers of _____ having Factory / Development Centre at _____ do hereby authorize M/s _____ [Name and Address of Vendor] to submit a bid and sign the contract with you for the goods Manufactured / Products developed by us against the above Request for Proposal No JKGB/IT/AA/2022/01. We hereby extend our full Guarantee and Warranty as per the clauses of contract based on the Terms and Conditions of the RFP for the goods and services offered for supply by the above organization in response to your RFP.

Yours faithfully

Name of the Manufacturer / Developer

Authorized Signatory

Note:

This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.

Annexure F - BANK GUARANTEE

Offer Reference No.: _____

No:.....

Dated:.....

Bank:.....

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

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered office at India (hereinafter referred to as “the BIDDER”) proposes to RFP and offer in response to RFP No. JKGB/IT/AA/2022/01 Dated_ _ _ _2022, for Implementation, Operation and Maintenance of Account Aggregator Solution (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.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the BIDDER of any of the terms and conditions contained in the RFP and in the event of the BIDDER commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the BIDDER of their obligations in terms

of the RFP. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.

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

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

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

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

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

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

Guarantee.

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

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

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

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

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

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

14. notwithstanding anything contained herein above;

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

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

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

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

For and on behalf of BANK
Authorized Signatory

Seal & Address

Annexure G - PERFORMANCE BANK GUARANTEE

Bank Guarantee No:.....

Dated:.....

Bank:.....

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

WHEREAS(Company Name) registered under the Indian Companies Act 1956 and having its Registered office at, hereinafter referred to as the BIDDER has undertaken project for Implementation, Operation and Maintenance of Account Aggregator Solution in terms of the Purchase Order bearing No. dated, hereinafter referred to as "the CONTRACT.

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

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

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

2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the Bidder in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment 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

Annexure H - BIDDER'S INFORMATION

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

Reg: Implementation, Operation and Maintenance of Account Aggregator Solution

With reference to your RFP No. JKGB/IT/AA/2022/01 Dated_ _ _ _ 2022 (Read with its Addendums/Corrigendum/Amendments), we submit necessary information hereunder:-

1	Name of the company	
2	Address of the Company with direct phone numbers	
3	Registration No. and date of establishment	
4	Website Address	
5	Email Address	
6	Present strength of the firm a) Is Company ISO Certified b) No. of sites handled presently c) Nos. of Staff Members	
7	Total Service Support centers in India	
8	Detail of Tender Fee and Earnest Money Deposited.	
9	Income Tax PAN	
10	GSTIN	
11	Previous Assignments with the J&K Grameen Bank, if any, during the last five years	Assignment with year

DECLARATION

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

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

Name of person Authorized to sign	
Mobile No.	
Email	

Date:

Place:

Annexure I - SERVICE LEVEL AGREEMENT

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

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

1. DEFINITIONS

Definitions of the terms used in the SLA to be mentioned like Device, Software Maintenance, Hardware maintenance, preventive maintenance, Response Time, Repair Time, Down Time, %age Down Time etc. in line with the desired objectives of the Bank.

2. Contract Documents.

The Agreement shall consist of this Service Level Agreement including all attachments stated herein & appended to this Agreement and made part hereof. This Agreement shall be interpreted wherever possible to avoid any conflict between the Sections hereof and the Attachments. The Attachments are: **Annexure II: Non-Disclosure Agreement**

3. SCOPE

- i. The Technical Service Provider (TSP)/bidder is expected to provide a full-fledged solution for deployment of FIP/ FIU modules and integration cum onboarding into Account Aggregator ecosystem. The bidder proposed solution should be compatible with all Account Aggregators i.e. existing approved Account Aggregator (with In-Principle Approval and Operating License) and approved in future by regulator / RBI.
- ii. Bidder can propose the solution based on on-premises model or through public cloud model. Bidder has to submit the details of both the models separately with all the details in technical bid which shall include the hardware/software details, along with deployment architectural plan along with security details. The commercials for both the models shall be share separately as per commercial bid format at

Annexure-D.

- iii. Supply, installation and maintenance of Account Aggregator Solution at DC, DR & UAT setup: Warranty of 1 year from the go-live date followed by 04 years of Annual Technical Support (ATS)/Annual Maintenance Support (AMC) from the date of completion of 1 year warranty period.
- iv. The solution (including FIP/FIU module) should be able to be integrated but not limited to with bank's setup covering existing / future versions of Core Banking (presently Finacle 7.0.25), Bank's Mobile Banking/ Internet Banking Channels, MIS, Alternate Delivery Channels, SOC/ SIEM, other security modules and other outside third-party applications as required by the Bank at no additional cost, during the contract period.
- v. Bidder should migrate and integrate Account aggregator solution of the Bank if bank upgrade its Core Banking (presently Finacle 7.0.25) solution to higher version during the contract period without any additional cost to Bank.
- vi. The proposed Solution should have a consent management module which should have capability to accept customer's consent, store the consent securely. The consent module shall be available for integration with Bank's various systems. The bidder will be responsible for successful completion of certifications required to become a part of Account Aggregator Ecosystem as FIU/FIP.
- vii. The proposed Solution should have browser based user friendly and robust interface for branches and have user friendly and robust interface for customers.
- viii. If user login is licenses based then Perpetual Enterprise License should be made available without limitation on number of users and licenses should not be tied down to the hardware it is installed on. Bank should be able to reuse or port the software licenses on any new hardware in future.
- ix. Bidder should upgrade the Account Aggregator solution and other related software version whenever there is new version released without any additional cost to Bank.
- x. The application should support high availability for DC and DR. The proposed solution should support real time DC – DR replication so that in case of any unforeseen events, the switch over to DR can take place and the application can work seamlessly as before.
- xi. The bidder shall provide complete services for the solutions under the scope including installation, implementation, integration, management, maintenance, support, audit compliance and knowledge transfer.
- xii. The proposed solution should ensure Integrity & Confidentiality of the data.
- xiii. The data flow should have proper encryption in compliance with Sahamati/Regulatory/ Bank Information Security requirements from time-to-time.
- xiv. The solution provided should provide assured integrity with complete audit trail. All the audit observations should be rectified by the bidders within the timelines decided mutually with the Bank's Project Manager. The fix needed for the proper

- functioning of the system should be done by the bidder periodically as per the needs of the Bank at no additional costs.
- xv. On request of FIU in Account Aggregator ecosystem, the solution should be able to share customers' required information on receipt of customer consent.
 - xvi. The Bidder is required to plan out the infrastructure needs for both on-premises model as well as public cloud model (Operating System, Database, Storage, and other related software/hardware) for the proposed solution (for Production, UAT and DR environment) as part of their technical bid submission. In case bank opts on-premises solution then Hardware required for implementation for project would be provided by Bank. Bidder should submit hardware requirement for both DC, DR and UAT in Technical Bid for both on-premises solution as well as Public cloud solution. Selection of model for deployment of solution whether on premise or on Public cloud will be done by Bank and decision in this regard will be sole discretion of the Bank. The Bank is not responsible for any assumption made by the Bidder with respect to the sizing of the infrastructure. In the event the sizing proposed by the Bidder does not meet the performance/service levels of the Bank, the Bidder will at their cost carry out the necessary upgrades/ replacements. The Bank has the right to deduct/recover from the Bidder the required additional expenses which Bank may incur on account of such upgrades/replacements. Documentation and detailed architectural design is required to be submitted as part of the implementation process.
 - xvii. The bidder solution is required to onboard bank into Account Aggregator ecosystem with integration of minimum one Account Aggregator (With Operating License and good number of FIPs and FIUs) (Proposed by vendor / selected by bank separately) with all features / functionalities / cases; to consider a go-live.
 - xviii. The integration with all Account Aggregators (as available on date of RFP) on i.e. existing approved Account Aggregator (with In-Principle Approval and Operating License) to be completed in phased manner as per timelines without any additional cost to bank.
 - xix. The integration with all new Account Aggregators as approved by regulator / RBI during the contract period to be completed on 1 month/AA.
 - xx. The cost per data fetch will be payable on actual basis, as per the prices quoted under Price Bid Format, if bidder's AA is used by bank.
 - xxi. Bidder can propose the integration with multiple account aggregator as approved by regulator / RBI with all features / functionalities / cases; to consider a go-live. The cost per data fetch will be payable on actual basis, as per the prices quoted under Price Bid Format for multiple AA's.
 - xxii. Bank at its discretion, may select any other Account Aggregator(AA) (apart from proposed Account Aggregator during bid submission) as preferred AA with which bidder(TSP) has to integrate without any additional cost of integration and ensure

- functioning at no additional cost in on-going basis. Commercials of per data fetch with new AA will be finalized separately by the bank (with no relation with bank's selected TSP).
- xxiii. In case, during the contract period, if bank may change from TSP's AA with bank's identified AA for integration. Post which, no cost will be payable to selected TSP's AA.
- xxiv. The solution should enable Bank to act as FIP and provide required information to other Financial Information Users (FIUs) in Account Aggregator ecosystem on receipt of customer consent.
- xxv. The data in flow, data in transit should be in encrypted form in compliance with Sahamati / Regulatory / Bank Information Security requirements from time-to-time. The solution should have functionality for prevention from Man-in-Middle attack.
- xxvi. Bidder will have to integrate with any new use case introduced in the AA ecosystem during the contract period of 5 years. The Proposed solution should have the capability to provide integrations for fetching additional customer parameters/ data points from any future addition to the AA Ecosystem such as GSTN, TRAI data etc. as and when applicable
- xxvii. The bidder will be responsible for successful completion of any certifications required to become a part of Account Aggregator Ecosystem as FIP & FIU.
- xxviii. After the implementation of the FIP/FIU module, the bidder is required to get the deployed solution certified from Sahamati empanelled certifiers.
- xxix. The bidder has to ensure and factor the cost in commercials, for all certifications, re-certifications, compliance from Sahamati empanelled certifiers, during implementation, go-live and on ongoing basis during the contract period.
- xxx. **Certification Framework for Account Aggregator Ecosystem**
Brief Certification Requirement and Scope
- i. To become a part of the Account Aggregator Ecosystem, FIPs, AAs and FIUs need to adhere to Technical Standards prescribed by ReBIT.
 - ii. The Sahamati Certification Framework comprises a set of tests that all AA ecosystem participants may use, to enable verification of their adherence to the ReBIT-prescribed Technical standards. The scope of coverage of these tests is:
 - d) API schema conformance
 - e) FI (Financial information) schema conformance
 - f) Security specification conformance, specifically in the areas of API access authorisation, non-repudiation and data-in-transit security controls
 - iii. In addition to the above, the framework also covers tests that verify the integration of AA ecosystem participants' systems with a Central Registry.

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- xxxi. The 1 year warranty shall start from the date of onboarding bank into Account Aggregator ecosystem with integration of minimum one proposed/bank decided Account Aggregator (With Operating License and good number of FIPs and FIUs) with all features / functionalities / cases and acceptance & sign-off from the bank. After completion of 1 year warranty, ATS for next 4 years will be started immediately for remaining entire contract period.
- xxxii. Bidder should plan their every activity for all deliverables under the RFP so as to adhere to timelines set by the Bank. Bidder has to submit a detailed plan for implementation. Any delay in meeting the timelines would result in penalty / liquidity damages.
- xxxiii. Bidder will have to integrate with any new use case introduced in the AA ecosystem during the contract period of 5 years without any additional cost to be charged to Bank.
- xxxiv. The selected bidder to comply with the findings of the VAPT/IS Audit/Secure Coding Practices in terms of the hardware / OS / application/DB provided under this RFP.
- xxxv. **API / Integrations / Other support:**
- a) Bank cannot retrieve data from CBS through API exposure, bidder has to develop and deploy end-to-end solution to retrieve data from CBS being FIU/FIP. Bidder shall provide portal for branches in case of walk-in customers and for customer accessing portal through online mode for raising requests.
 - b) The solution should be able to send notifications through Email/SMS. The system should be capable to integrate with organization's SMS/Email gateways for the same.
 - c) The proposed solutions should consider and implement all the security protocols in-line with Bank's security policy. During the contract, bidder will proactively inform Bank about any security vulnerabilities.
 - d) The API integration with Account Aggregator system should be in accordance to the API specification & Data schema published by ReBIT from time-to-time.
 - e) The solution should comply with updated RBI Directive and other regulatory guidelines. During the contract period, if any customization required to comply with any of the regulatory guidelines then it will be the compulsion of the bidder to abide by it without incurring any additional cost.
 - f) Solution should have consent triggering, reporting module which should be able to request customer consent, store the customer consent securely. The consent request module shall be available for integration with Bank various systems (both web and mobile) (all technologies)
 - g) The solution should be able to monitor the API performance/usage. The Solution should also support APT throttling, quota, able to queue requests in case the load on core banking application/ related applications.

- h) The Solution should have the capability of providing comprehensive audit trail features to monitor activity of specific programs and data files etc. The solution should also provide on-line access to audit trail information, Time/date stamp, User ID & all changes and status of respective field etc. before and after the change. It should also keep a track of activities executed by the Application system administrator. The solution should also allow for segregation of duties (e.g. segregated function between system and application administration). The solution should have ability to define groups so that access can be categorized.
- i) System should support audit trail of customer consent for raising request for data where regulators have mandated specific customer consent.
- j) Bank team should be provided with Role based access through a portal for configuration, monitoring, dashboard, etc.

xxxvi. **Other Requirements**

- i. The minimum period of contract will be for 5 years.
- ii. All charges to be borne by vendor and hence all costs to be factored in while preparing commercial offer.
- iii. The bidder has to ensure on-site support for resolving Account Aggregator solution related issues, including installation/re-installation of required software and its supporting software for the proposed solution, during contract period without any extra cost.
- iv. Documentation / Training:
 - c. 03 days training for Bank's officials for 02 batches at Bank's premises regarding overall functioning of the Solution/ available Dashboard/Analytics etc.
 - d. Providing process documentation, SOP"s, required Technical and Functional documentation, Reference Manual, FAQ, System Configuration Documents etc.
- v. As part of technical evaluation, bidder has to carryout product demonstration/presentation of their Account Aggregator Ecosystem solution as per the schedule provided by Bank.
- vi. Bidder has to guarantee minimum uptime of 99.95% for the Account Aggregator software and should be ready to execute service level agreement for the same.

xxxvii. **Salient features required for the Account Aggregator Solution:**

The proposed solution must include all the software, services and other components necessary to meet the given requirements and to carry out the necessary activities as described in this section.

- a. The proposed Solution should have user friendly and robust interface for customers.
- b. The proposed Solution should have browser based user friendly and robust interface for branches.

- c. Bidder has to carry out changes prescribed by regulatory authorities in the proposed solution as and when required.
- d. The data flow should be in encrypted form.
- e. Account Aggregator Solution will be implemented with DC, DR & UAT setup along with required real time data synchronization between DC & DR.
- f. Account Aggregator Solution will be implemented with high availability by configuring Clustering approach.
- g. The proposed Account Aggregator Solution will be flexible to changes and easy to be integrated with other Applications.
- h. Bidder will have to carry out Performance Testing as and when required by the Bank during the contract period.
- i. The proposed Solution should be capable to handle time-based user consent and to charge for usage/consent.
- j. The proposed Solution should meet the requirement of Audit/VAPT/CISO before going Live since approval of Audit/VAPT/CISO is mandatory.
- k. The proposed solution should support conversion to/from multiple formats like ISO 8583, JSON, XML, Flat files, html etc.
- l. Bidder should specify all Account Aggregator requirements upfront, required for smooth functioning of the proposed solution.

4. SYSTEM MAINTENANCE STANDARD:

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

S. No.	Description	Response Time (During office hours)	Penalty Amount (Rs.)
1	Call response time	2 hours	No Penalty
2	Call resolution time	Application down for total 4 hours after logging complaint through any mode	

		Above 4 hours, if solution is not provided.	Rs.2000 per day (max.10% of the Contract Value without Taxes).
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5. DELIVERY PERIOD

S.NO	Milestones	Weeks from date of issue of P.O
1	Purchase Order from J&K Grameen Bank to successful bidder	Week-1
2	System Study and finalization of Deployment architecture	Week-1-2
3	Submission of Project Plan detailing each task with target date	Week-1-2
4	Installation and configuration of AA solution on UAT	Week 3
5	Installation and configuration of AA solution on Production	Week 4
6	Completion of all work including implementation, integration with delivery channel, DR setup , DC-DR replication etc.	Week 5-6

6. INSTALLATION:

Bidder shall be responsible for installation and integration of the application solution ordered at site within 30 days.

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

7. WARRANTY:

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

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

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

8. The scope of service will include:-

-
- 8.1 That the Bidder will assume total responsibility for the fault free operation of application software and maintenance during the warranty and post warranty (ATS period) for a total duration of five years. The bidder will accomplish preventive and breakdown maintenance activities to ensure that application execute without defect or interruption for at least 99.95% uptime for 24 hours a day, 7 days a week of operation on a quarterly basis. If the service support is less than 24*7 basis, Bank may at its own discretion reject the proposal in total, without assigning any reason.
- 8.2 The bidder has to ensure support (without any extra cost) for resolving all Software related issues, including re-installation of application Software and other software, due to any reason what-so-ever, during warranty and ATS period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).
- 8.3 During the warranty period the vendor should undertake to provide the Bank free maintenance service from the date of commissioning of the applications.
- 8.4 In case of Public cloud based solution bidder has to ensure end-to-end support of Software/hardware/AA application etc. with an uptime as per RFP.

9. SYSTEM UP TIME

Bidder has to guarantee minimum uptime of 99.95% during contract period.

10. ANNUAL MAINTENANCE CONTRACT/ANNUAL TECHNICAL SUPPORT

The bidder/vendor is expected to provide support for the application solution supplied for at least four years after the expiry of warranty period of one year. The vendor should also quote for 4 years ATS after the expiry of warranty period of one years with option for further extension on mutually agreed terms. ATS payment will be released on yearly basis, in advance.

11. PAYMENT TERMS

The payment will be released as follows:

a) For Application & Implementation

- 20% payment to be done on completion of UAT including certification (if any) required for implementation of solution.
- 60% on Completion of Installation, Customization, configuration in DC & DR setup, System Integration submission of UAT Sign off and successful Go-Live.
- 20% after 3 months of successful implementation as FIU/FIP and against Performance bank guarantee.

b) For AMC

Payment for AMC for the software solution will be done in advance on yearly basis

after completion of warranty period after submission of invoice.

- c) Taxes shall be extra as applicable.

12. PARTNERSHIP / COLLABORATION / SUBCONTRACTING

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

13. SENSITIVE INFORMATION

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

Types of sensitive information that will be found on BANK system's the Company may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

The Company agrees to sign a Non-Disclosure Agreement with the Bank as per the Bank format (Annexure "II")

14. GENERAL

This document together with any attachment signed by both the parties shall constitute the entire binding contract between Company and Bank for the provision of maintenance services in respect of the device covered hereunder. This Contract shall be governed in all respects by Indian Law read with the local laws of J&K UT and shall be deemed to have been concluded at Jammu and the Court of Jammu will have exclusive Jurisdiction in all matters of dispute subject to Clause 14 below.

15. CONFIDENTIALITY

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

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

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

-
- c. Obtained by Company from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to BANK;
 - d. Developed independently by the Company.

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

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

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this order.

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

16. INDEMNITY

The Company hereby indemnifies, protects and saves Bank and holds Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including attorney fees), relating to or resulting directly or indirectly from (i) an act of omission or commission of the Company, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement, (ii) breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Company, (iii) bonafide use of the deliverables and or services provided by the Company, (iv) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project, (v) claims made by the employees, sub-contractor, sub-contractors employees, who are deployed by the Company, under this contract, (vi) breach of confidentiality obligations of the Company, (vii) gross negligence or gross misconduct solely attributable to the Company or by any agency, contractor, subcontractor or any of their employees by the Company for the purpose of any or all of the obligations under this agreement. The Company shall further indemnify Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on BANK for malfunctioning of the device or software or

deliverables at all points of time, provided however, (i) BANK notifies the Company in writing immediately on being aware of such claim, (ii) the Company has sole control of its defense and all related settlement negotiations. Company shall be responsible for any loss of data, loss of life, etc., due to acts of Company representatives, and not just arising out of gross negligence or misconduct etc., as such liabilities pose significant risk. The Company shall indemnify BANK (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

1. Non-compliance of the Company with Laws / Governmental Requirements.
2. Intellectual Property infringement or misappropriation.
3. Negligence and misconduct of the Company, its employees, sub-contractor and agents.
4. Breach of any terms of Agreement, Representation or Warranty.
5. Act of omission or commission in performance of service.
6. Loss of data.

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

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

17. TERMINATION OF CONTRACT:

For Convenience:

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

which such termination become effective.

For Insolvency:

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

For Non-performance

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

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

18. RELOCATION AND SHIFTING

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

19. FORCE MAJEURE:

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

If force majeure situation arises, the Company shall promptly notify BANK in writing of such condition and cause thereof. Unless otherwise directed by BANK in writing, the Company shall continue to perform its obligations under contract as far as possible. In case, Force Majeure clause is invoked by the vendor, Bank shall not make any payment for the partial work done.

20. LIMITATION OF LIABILITY

a) Notwithstanding anything contained herein, neither Party shall be liable for any indirect, special, punitive, consequential or incidental damages (including, without limitation, loss of use, data, revenue, profits, business) under this agreement and the aggregate liability of bidder, under this agreement shall not exceed more than the total contract value.

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

21. RESOLUTION OF DISPUTES:

"In the event of disputes, differences, claims and questions between the Parties hereto

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

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

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

22. APPLICABLE LAWS:

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

23. GOVERNING LAWS:

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

24. ADDRESS OF NOTICES:

Following shall be address of BANK for notice purpose:

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

Following shall be address of Company for notice purpose:

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

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

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

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

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

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

Agreed and signed on behalf of
J&K Grameen Bank

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

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

Witness (1):
Name.....
Designation.....
Place.....
Date.....

Witness (1):
Name.....
Designation.....
Place.....
Date.....

Annexure J - MUTUAL NONDISCLOSURE AGREEMENT

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

- 1. Purpose** J&K Grameen Bank has engaged or wishes to engage the company for undertaking the project vide Purchase Order No:.....and each party may disclose or may come to know during the course of the project certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.
- 2. “Confidential Information”** means any information disclosed or acquired by other party during the course of the projects, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, technical data, trade secrets, know-how, research, product plans, services, customers, markets, software, inventions, processes, designs, drawings, marketing plans, financial condition and the Company’s plant and device), which is designated as “Confidential,” “Proprietary” or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing part as shown by the receiving party’s files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the receiving party’s possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.
- 3. Non-use and Non-disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party’s employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the

contemplated business relationship. Neither party shall reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

- 4. Maintenance of Confidentiality.** Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosures agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Each party shall immediately notify the other party in the event of any unauthorized use or disclosure of the Confidential Information.
- 5. No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. This Agreement does not constitute a joint venture or other such business agreement.
- 6. No Warranty.** All Confidential Information is provided "AS IS." Each party makes no warranties, expressed, implied or otherwise, regarding its accuracy, completeness or performance.
- 7. Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.
- 8. No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.
- 9. Term.** The Obligations of each receiving party hereunder shall survive for a period of _____ from the date hereof.
- 10. Adherence.** The content of the agreement is subject to adherence audit by J&K Grameen Bank. It shall be the responsibility of the Company to fully cooperate and make available the requisite resources/evidences as mandated by J&K Grameen Bank Supplier Security policy.
- 11. Remedies.** Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek

injunctive relief in addition to all legal remedies.

12. Arbitration, Governing Law & Jurisdiction

- a. In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavour to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each Party and such arbitrators shall appoint an umpire before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.
- b. The Courts in Jammu alone shall have jurisdiction over such arbitration proceedings.
- c. The award of the Arbitration shall be final, conclusive and binding upon the Parties hereto as an award of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. Such award shall be filed in any competent Court in Jammu.
- d. Each Party will bear the expenses/costs incurred by it in appointing the Arbitrator. However, the cost of appointing the Umpire shall be borne equally by both the Parties.”
- e. This Agreement is construed and shall be governed in accordance with the laws of India read with the local laws of the UTof Jammu and Kashmir.”

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

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

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

COMPANY NAME

By:
(Signature)
Name:
Title:
Address:
Company Seal

RECIPIENT

By:
(Signature)
Name:
Title:
Address:
Company Seal