



**Online Request for Proposal (e-RFP)
For
Engagement of Designing Agency/ Consultant for
Conceptualization, Designing, Formatting, Visualization, and
final production support for Integrated Annual Report for
Financial Year 2025-2026 & 2026-2027 for Jammu and Kashmir
Bank Limited**

**e-RFP Ref.No JKB/CHQ/BS/Integrated-AR/2026-1756
Dated : 04-06-2026**

Issued by:
Jammu and Kashmir Bank Limited
Board Secretariat, 5th Floor
Corporate Headquarters, M. A. Road,
Srinagar, Kashmir, J&K, 190001
Phone No -0194-2483775
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CIN: L65110JK1938SGC000048

SCHEDULE OF RFP

e-RFP Reference No.	JKB/CHQ/BS/Integrated-AR/2026-1756 Dated : 04-06-2026
Date of Issue of RFP	06-06-2026
RFP Description	Engagement of Designing Agency/ Consultant for Conceptualization, Designing, Formatting, Visualization, and final production support for Integrated Annual Report for Financial Year 2025-2026 & 2026-2027 for Jammu and Kashmir Bank Limited
Issuer of the RFP-Department	Board Secretariat
Bank's Communication Details	5th Floor CHQ, Srinagar Phone No -0194-2483775 email id - board.sectt@jkbmail.com
RFP Application Fee (Non - Refundable)	Rs.1,500/- (One Thousand Five Hundred Only) to be deposited through Transfer / NEFT to the below detailed A/c: Account Name: Tender Fee/ Cost Account 16-digit Account No : 9931530300000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001
Earnest Money Deposit (EMD) (Refundable)	Rs.50,000/- (Fifty Thousand Only) to be deposited through Transfer / NEFT only to below A/c: Account Name: Earnest Money Deposit (EMD) 16-digit Account No : 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001

	(EMD is exempted as per Exemption clause of RFP)
Bid Document Availability including changes/amendments, if any to be issued	Tender can be downloaded from and submitted on Bank's e Tendering Services Provider's Portal https://jkbank.abcprocure.com from June 06, 2026, 16.00 Hrs. to June 20, 2026, 17.00 Hrs.
Pre-bid Queries submission Date and Mode	All Clarifications / Queries shall be raised online only through e-Tendering Portal https://jkbank.abcprocure.com by or before June 10, 2026 17.00 Hrs.
Clarifications to pre-bid queries will be provided by the BANK.	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on June 15, 2026
Last Date of Submission of RFP Bid	June 20, 2026, 17.00 Hrs.
Submission of online Bids	As prescribed in Bank's online tender portal https://jkbank.abcprocure.com
Date and time of opening of technical bid	To be notified separately
Corrigendum	All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com only

For e-Tender related Queries	Service Provider:										
	M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat										
	Help Desk:										
	<table border="1"><thead><tr><th style="text-align: center;">Sr. No</th><th style="text-align: center;">Name</th></tr></thead><tbody><tr><td style="text-align: center;">1</td><td style="text-align: center;">Sandhya Vekariya – 6352631968</td></tr><tr><td style="text-align: center;">2</td><td style="text-align: center;">Suraj Gupta – 6352632310</td></tr><tr><td style="text-align: center;">3</td><td style="text-align: center;">Ijlalaehmad Pathan – 6352631902</td></tr><tr><td style="text-align: center;">4</td><td style="text-align: center;">Imran Sodagar - 9328931942</td></tr></tbody></table>	Sr. No	Name	1	Sandhya Vekariya – 6352631968	2	Suraj Gupta – 6352632310	3	Ijlalaehmad Pathan – 6352631902	4	Imran Sodagar - 9328931942
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DISCLAIMER

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

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

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

The Bidder shall, by responding to the Bank with a bid/proposal, be deemed to have accepted the terms of this document in totality without any condition whatsoever and accepts the selection and evaluation process mentioned in this RFP document. The Bidder

ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP. All costs and expenses incurred by interested bidders in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by J&K BANK, will be borne entirely and exclusively by the Bidder.

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

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A. INTRODUCTION

1. Brief About Bank:

Jammu and Kashmir Bank Limited (hereinafter referred to as J&K Bank/Bank) is a Scheduled Commercial Bank incorporated in 1938. Bank is listed on the National Stock Exchange of India and The BSE Limited and has its Corporate Headquarters at M.A Road Srinagar Jammu & Kashmir - 190001. The Bank functions as a leading Bank in the Union Territories of Jammu and Kashmir and Ladakh and is designated by the Reserve Bank of India as its exclusive agent for carrying out banking business for the Governments of Jammu & Kashmir and Ladakh.

J&K Bank occupies a unique and dominant position within the Union Territories of J&K and Ladakh due to its strong market presence. Government of Jammu & Kashmir & Ladakh holds majority shareholding of 59.40% in the Bank as on March 31, 2026. The Bank has a network of 1017 branches, 1437 ATMs and 173 CRMs as on March 31, 2026 spread over 18 states and 4 UTs across the country. Out of 1017 Branches, 841 are operating in the UT of J&K, 37 in UT of Ladakh and 139 are operating outside the UTs of J&K and Ladakh. Besides, the Bank has 99 Ultra Small Branches known as Easy Banking Units (EBUs) in UT of J&K and Ladakh.

2. Purpose of RFP

The Bank is inviting proposals from interested and eligible agencies for “Engagement as Designing Agency/ Consultant for Conceptualization, Designing, Formatting, Visualization, and Final Production Support for the Integrated Annual Report for Financial Year 2025-2026 & 2026-2027 of Jammu and Kashmir Bank Limited”, in compliance with the applicable laws of India and the statutory/regulatory guidelines, frameworks and standards issued by regulatory and governing authorities including Securities and Exchange Board of India (SEBI), Ministry of Corporate Affairs (MCA), Department of Financial Services (DFS), Institute of Chartered Accountants of India (ICAI), Institute of Company Secretaries of India (ICSI), Reserve Bank of India (RBI), Government of India and/or any other applicable authority, as amended or updated from time to time.

Jammu and Kashmir Bank Limited reserves the right to extend the term after review as per the mutually agreed terms and conditions.

The Bidders/Applicants/Consultants desirous of taking up the assignment, are invited to submit their proposal in response to this RFP. The criteria and the actual process of evaluation of the response to the RFP and subsequent selection of the Successful Bidder will be entirely at Bank’s discretion in accordance with the RFP. The bidders/ applicants/ consultants should have necessary experience, capability and expertise to perform, as per the scope of work and to adhere to the Bank’s requirements/ terms and conditions outlined in the RFP.

This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of Jammu and Kashmir Bank Limited with the successful Bidder.

3. Eligibility Criteria

Prospective Bidders who fulfil the eligibility criteria given in **Annexure-A** and the technical & functional specifications given at **Annexure -B** of this RFP, are willing to provide the Services as required in this RFP and agree to all the terms and conditions contained in this RFP may submit their bids in response to this RFP.

Applicants must carefully read the eligibility criteria provided in Annexure-A. J&K Bank shall scrutinize the Eligibility bid submitted by the bidder. A thorough examination of supporting documents to meet each eligibility criteria (Annexure A) shall be conducted to determine the Eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation. To be eligible for evaluation of its Proposal, the Applicant shall fulfill all the eligibility criteria.

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

Each bidder shall submit only one bid. Submission of or participation in more than one bid by a bidder or its associate shall result in rejection of all the bids in which such bidder has participated.

Bank requires that the selected consultant provide professional, objective, and impartial advice, and at all times hold Bank’s interest’s paramount, strictly avoid conflicts with other assignment(s) / job(s) or their own corporate interests, and act without any expectation / consideration for award of any future assignment(s) from the Bank.

Without limitation on the generality of the foregoing, the selected consultant, and any of their affiliates and member firms, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:

Note : Consortiums / Joint Ventures are not eligible to participate in the tender.

4. Scope of Work

The selected agency shall be responsible for conceptualization, designing, formatting, visualization, and final production support for the Bank's Integrated Annual Report for the financial year 2025-2026 & 2026-2027, in accordance with applicable regulatory and reporting requirements.

The broad scope of work shall include, but not be limited to, the following:

a) Understanding of Reporting Framework

The agency shall familiarize itself with:

- Bank's business model, operations, vision, mission and strategic priorities;
- Applicable regulatory disclosures and governance requirements;
- Integrated Reporting principles/framework, sustainability disclosures and other statutory reporting requirements applicable to the Bank.

b) Concept Development and Creative Strategy

The agency shall:

- Develop the overall creative theme/concept for the Integrated Annual Report;
- Propose design concepts, layouts, colour palettes, typography and visual identity aligned with the Bank's brand guidelines;
- Present multiple creative options/themes for approval by the Bank.

c) Report Design and Layouting

The agency shall:

- Design the complete Integrated Annual Report including cover page, section dividers, infographics, charts, tables and graphical elements;
- Ensure professional, contemporary and aesthetically appealing layouts suitable for a listed banking entity/public sector institution;
- Create customized icons, illustrations, data visualizations and infographics for effective presentation of information;
- Ensure consistency in formatting, branding and visual hierarchy throughout the report.

d) Content Formatting and Visualization

The agency shall:

- Format and structure the content provided by the Bank;
- Convert financial, operational and ESG/sustainability data into visually engaging charts, graphs and infographics;
- Improve readability and presentation without altering the substantive meaning of the content.

e) Compliance and Regulatory Alignment

The agency shall ensure that:

- The design and presentation comply with applicable provisions/guidelines issued by:
 - Reserve Bank of India,

- Securities and Exchange Board of India,
- applicable stock exchanges and other statutory/regulatory authorities;
- Mandatory disclosures, governance sections, financial statements and annexures are properly structured and accurately reflected.

f) Coordination and Review Support

The agency shall:

- Closely coordinate with the Bank's designated officials/departments;
- Participate in review meetings and incorporate comments/changes suggested by the Bank, auditors, printers and other stakeholders;
- Provide multiple rounds of revisions/corrections without additional cost till final approval.

g) Proofreading and Quality Checks

The agency shall:

- Carry out design-level proofreading and quality checks relating to formatting consistency, alignment, pagination, graphical accuracy and typographical errors;
- Ensure error-free print-ready and digital-ready outputs.

h) Print-Ready and Digital Deliverables

The agency shall provide:

- High-resolution print-ready files;
- Web-optimized interactive PDF version;
- Editable/open working files including source files, fonts, illustrations and graphics;
- Outputs compatible with printer specifications and stock exchange/website upload requirements.

i) Timeline and Project Management

The agency shall:

- Adhere to timelines prescribed by the Bank;
- Deploy adequate manpower/resources for timely completion of the assignment;
- Nominate a dedicated project manager/single point of contact for coordination.

j) Confidentiality and Data Security

The agency shall:

- Maintain strict confidentiality of all information, financial data and unpublished material shared by the Bank;
- Not disclose or reproduce any information without prior written approval of the Bank;
- Comply with applicable data security and confidentiality requirements.

k) Intellectual Property Rights

- All designs, concepts, creatives, source files and final outputs developed under the assignment shall become the sole property of the Bank.

- The agency shall have no ownership/right over the final deliverables after completion of the assignment.

l) Support During Printing/Publication

The agency shall:

- Coordinate with the Bank and printer during proof approval and final printing stages;
- Provide necessary technical/design support till publication of the report on the Bank's website and submission to regulatory authorities.

Time of completion:

Three weeks (03) from the date of intimation from the work / issue of work order.

5. Invitation for Tender Offer

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

The prospective bidders are advised to note the following:

- The interested bidders are required to submit a non-refundable Application/ Tender Fees of ₹1500 by way of NEFT, details of which are mentioned at clause of Earnest Money Deposit in Part C.
- Bidders are required to submit Earnest money Deposit (EMD) in favor of "The J&K Bank Ltd" for ₹ 50,000/- (Rupees Fifty Thousand only). Offers made without EMD will be rejected.

B-EVALUATION PROCESS

1. Evaluation of Bids

The endeavor of the evaluation process is to fit the best services as per the Banks requirement at the best possible price. The evaluation shall be done by the Banks internal committees formed for this purpose. Through this RFP, Bank aims to select a bidder who would provide the requisite services as defined in this RFP document. The bidder shall be entrusted with end to end responsibility for providing services under the scope of this RFP. The bidder is expected to commit for the delivery of services with performance levels set out in this RFP in section: Service Level Agreements.

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

Stage A - Evaluation of Eligibility

Stage B - Technical Evaluation

Stage C - Commercial Evaluation

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

Stage A - Evaluation of Eligibility

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

Stage B - Evaluation of Technical Bid

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

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

Bidders scoring at-least overall score of 60% marks or more as per Technical Bid Format in Annexure B will be declared technically qualified.

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

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

Stage C - Evaluation of Commercial Bid

The Commercial Bid may be submitted as per the format in **Annexure C**.

Only those Bidders scoring 60% marks or above in the technical evaluation will be short-listed for commercial evaluation.

The Bank at its own discretion may undertake reverse auction.

The selection of bidder shall be done on the following method:

Combined Quality cum Cost Based System (CQCCBS):

- i. Under CQCCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%.
- ii. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- iii. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.
- iv. In case of a tie, preference will be given to the bidder having higher technical score. In case tie persists, the bidder having longer length of experience shall be treated as successful bidder.

Highest point's basis:

On the basis of the combined weighted score for quality and cost, the Service Providers/ Bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed. In a particular case of selection of Service Provider, it was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 70: 30. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	Rs.120
B	Rs.100
C	Rs.110

Using the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

$$A : 100 / 120 = 83 \text{ points} \quad B : 100 / 100 = 100 \text{ points} \quad C : 100 / 110 = 91 \text{ points}$$

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

$$\text{Proposal A: } 75 \times 0.70 + 83 \times 0.30 = 77.4 \text{ points.}$$

$$\text{Proposal B: } 80 \times 0.70 + 100 \times 0.30 = 86 \text{ points}$$

$$\text{Proposal C: } 90 \times 0.70 + 91 \times 0.30 = 90.3 \text{ points.}$$

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points : H3

Proposal B: 86 points : H2

Proposal C: 90.3 points : H1

Proposal C at the evaluated cost of Rs.110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

C-RFP SUBMISSION

1. Bidding Process

- i. The bids in response to this RFP must be submitted in three parts:
 - a. Confirmation of Eligibility Criteria
 - b. Technical Bid (TB) including and
 - c. Commercial Bid (CB)

- ii. The Bids are to be submitted through the Bank's e-Tendering services provider's portal <https://jkbank.abcprocure.com> for providing services in response to this RFP. Documents mentioned below are to be uploaded on above mentioned portal:
 - a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - b) Bid covering letter Annexure D & Bid Form (Technical Bid) on the lines of Annexure-B on Bidder's letter head.
 - c) Proof of remittance of EMD and Tender Fee as specified herein in the Schedule of events.
 - d) Specific response with supporting documents in respect of Bidder's Eligibility Criteria as mentioned in Annexure-A and Technical & Functional Specifications on the lines of Annexure-B.
 - e) Bidder's details as per Annexure-F on Bidder's letter head.
 - f) Audited financial statement and profit and loss account statement/ Auditor's Certificate.
 - g) A copy of board resolution along with copy of power of attorney (POA) wherever applicable showing that the signatory has been duly authorized to sign the Bid document.
 - h) Copy of Certificate of Incorporation issued by Registrar of Companies as mentioned in Eligibility Criteria under Annexure -A.
 - i) All scheduled, Appendices/ Annexures duly stamped and signed by an authorized official of the bidder as applicable in this RFP.

- iii. Commercial/ Price Bid for providing Services in response to this RFP should contain only Commercial/ Price Bid strictly on the lines of Annexure-C. The Commercial/ Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

- iv. Bidders may please note that:
 - a) The Bidder should quote for the entire package on a single responsibility basis for services it proposes to provide.
 - b) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
 - c) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (i.e. in Bidder capacity).
 - d) Bids are liable to be rejected if only one Bid (i.e., either Technical Bid or Commercial/ Price Bid) is received.
 - e) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
 - f) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.

- g) The Bidder must provide specific and factual replies to the points raised in the RFP.
 - h) The Bank reserves the right to reject Bids not conforming to above.
- v. H1 vendor will be arrived at through Online Reverse Auction (ORA). After ORA, if there is a large variance in the prices quoted, Bank reserves the right to call the successful bidder for a price negotiation.
 - vi. On conclusion of ORA, the Successful Bidder (H1) shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 01 days from the date of the ORA, the Bank reserves the right to reject the bid.
 - vii. Bank will enter into contract with the H1 bidder (in normal case). Rates fixed at the time of contract will be non-negotiable for the whole contract/SLA period and no revision will be permitted. This includes changes in taxes or similar government decisions.
 - viii. The Service Level Agreement (SLA) shall be in force for a period of Two Years from effective date, unless terminated by the Bank by notice in writing in accordance with the termination clause of the agreement or otherwise in terms of said SLA.
 - ix. The Bank, on expiry of the contract, reserves the right to extend the agreement with mutual consent of both the parties to the agreement, on the existing terms and conditions, on year to year basis.
 - x. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided by the vendor is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the vendor. Bank's decision in this regard will be final.
 - xi. Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount should accompany the Technical Bid. Bidders, who have not paid Tender Fee and Security Deposit (EMD amount) will not be permitted to participate in the bid and bid shall be summarily rejected. Exemption of EMD and Tender Fee applicable as per relevant paras.
 - xii. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
 - xiii. Bank reserves the right to quash/ re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.
 - xiv. Modification to the Bid Document, if any, will be made available as an addendum/corrigendum on the Bank's website and Online tendering portal. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders' queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly visit Bank's website or online tendering portal to get themselves updated on changes / development in relation to this RFP.

- xv. Prices quoted should be exclusive of GST. Applicable taxes would be deducted at source, if any, as per prevailing rates.
- xvi. The price (“Bid Price”) quoted by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.
- xvii. The Bank’s decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.

2. RFP Fees

The RFP application fees may be paid by the bidders through NEFT as per the following details:

Bank Details for RFP Fees	
Account Number	9931530300000001
Account Name	Tender Fee / Cost Account
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR 1,500/=

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

3. Earnest Money Deposit

Prospective bidders are required to submit earnest money deposit (EMD) of INR 50,000 (Rupees Fifty Thousand only). The Bank will not pay any interest on the EMD. The bidder can submit the EMD through NEFT as per the following details:

Bank Details for Earnest Money Deposit	
Account Number	9931070690000001
Account Name	Earnest Money Deposit (EMD)
Bank Name	The J&K Bank Ltd

Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR 50,000/=

EXEMPTION OF EMD AND TENDER FEE

- i. Micro & Small Enterprises (MSE) units are exempted from payment of EMD and Tender Fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.
- ii. Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption and should be placed in Technical Bid at the place prescribed for EMD.
- iii. Bidders may please note:
 - a) NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD exemptions. Certificate/ Memorandum should be valid as on due date/ extended due date for Bid submission.
 - b) Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and those are having MSE status, can claim exemption for EMD/ tender fee.
 - c) If all these conditions are not fulfilled or supporting documents are not submitted with the Technical Bid, then all those Bids without EMD will be summarily rejected and no queries will be entertained.

The EMD made by the bidder will be forfeited if:

- a. The bidder withdraws his tender before processing of the same.
- b. The bidder withdraws his tender after processing but before acceptance of the PO issued by Bank.
- c. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- d. The bidder violates any of the provisions of the terms and conditions of this tender specification.

The EMD will be refunded to:

- a. The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (other than Jammu & Kashmir Bank) from any scheduled commercial bank in India for 5% of the total project cost for 2 years and valid for 2 years including claim period of 1 year, validity starting from its date of issuance. The PBG shall be submitted within 20 days of the PO issued from the Bank.
- b. The Unsuccessful Bidder, only after acceptance of the PO by the selected bidder.

4. Performance Bank Guarantee (PBG)

- i. Service Provider shall furnish performance security in the form of Bank Guarantee for an amount equivalent to 5% of total contract value for two years, valid for a period of 02 year(s) and claim period of 1 year from a Scheduled Commercial Bank other than Jammu and Kashmir Bank Limited in a format provided/ approved by the Bank. The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of the successful implementation of the project and/ or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant the invoking of Bank Guarantee.
- ii. Performance of the obligations under the Agreement shall be made by Service Provider within 20 days from the date of issuance of purchase order/ appointment letter/ acceptance letter by the Bank.
- iii. Save and except as provided in this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.
- iv. If at any time during performance of the Contract, Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- v. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

5. Deadline for Submission of Bids:

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

- iii. Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.

6. Bid Validity Period

- i. Bid shall remain valid for duration of 02 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 02 calendar months from the date of conclusion of RA.
- iii. Once Letter of Acceptance or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

7. Bid Integrity

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

8. Cost of Bid Document

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

9. Contents of Bid Document

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility of Bidders and shall be summarily rejected.

- iii. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.
- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in **English**.

10. Modification and Withdrawal of Bids

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received at the portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

D-GENERAL TERMS & CONDITIONS

1. Standard of Performance

The bidder shall perform the service(s) and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry. The Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to J&K Bank and shall, at all times, support and safeguard J&K Bank's legitimate interests.

2. Indemnity

- i. Service Provider agrees and hereby keeps the Bank indemnified against all claims, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees), relating to or resulting from:
 - Intellectual Property infringement or misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this assignment.
 - Claims made by the employees who are deployed by the Successful bidder.
 - Breach of confidentiality obligations by the Successful bidder.
 - Non-compliance by the successful bidder with applicable laws/Governmental/ Regulatory Requirements.
- ii. Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.
- iii. Service Provider shall be responsible for the accuracy of the documents drafted, translated and/ or vetted and data collected by it directly or procured from other agencies/ authorities, estimates and all other details prepared by it as part of its Services. Subject to the provisions of limitation of liability, it shall indemnify the Bank against any inaccuracy in its work which might surface during the implementation of the project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of Service Provider or arises out of its failure to conform to good industry practice. Service Provider shall also be responsible for promptly correcting, at its own cost and risk, the documents including such inaccuracy.

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

3. Cancellation of Contract and Compensation

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

- i. The selected Bidder commits a breach of any of the terms and conditions of the RFP/contract.
- ii. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- iii. Delay in completion of assignment.
- iv. Serious discrepancies noted in the inspection.
- v. Breaches in the terms and conditions of the agreement.
- vi. Non submission of acceptance within 3 days of intimation of appointment.
- vii. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- viii. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

4. Liquidated Damages

If Service Provider fails to perform any or all the Services within the stipulated time schedule as specified in this Agreement and thereby caused any loss viz. economic, reputational, legal, compliance, etc., the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages, a sum equivalent to 2% of the total contract price for delay of each week or part thereof maximum up to 10% of total contract price . Once the maximum is reached, the Bank may consider termination of Agreement.

5. Fixed Price

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

6. Right to Audit

“Bank reserves the right to conduct an audit/ ongoing audit of the Service Provider. The Company shall be subject to audit by internal auditors appointed by the Bank or the persons authorized by the Bank.

Service Provider shall allow the Bank or persons authorized by it to access Bank documents, records or transactions or any other information given to, stored or processed by Service Provider within a reasonable time failing which Service Provider will be liable to pay any charges/ penalty levied by the Bank without prejudice to the other rights of the Bank. Service Provider shall allow the Bank to

conduct audits or inspection of its Books and account with regard to Bank's documents by one or more officials or employees or other persons duly authorized by the Bank.”

7. Force Majeure

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

8. Publicity

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

9. Amendments

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

10. Assignment

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

11. Severability

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

12. Applicable law and jurisdictions of Court

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

13. Resolution of Disputes and Arbitration clause

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

14. Execution of Service Level Agreement (SLA) & Non-Disclosure Agreement (NDA)

The Successful Bidder shall have to execute service level agreement for deliverables and successful completion of assignment to meet Banks requirement to its satisfaction. The Bank would stipulate strict penalty clauses for non-performance or any failure in the implementation/efficient performance of the project. The Bidder should execute the Agreement within 10 days from the date of acceptance of assignment. The date of agreement shall be treated as date of engagement and the time-line for completion of the assignment shall be worked out in reference to this date. The Bidder hereby acknowledges and undertakes that terms and conditions of this RFP may be varied by the Bank in its absolute and sole discretion. The SLA/NDA to be executed with the successful bidder shall accordingly be executed in accordance with such varied terms.

15. 'NO CLAIM' Certificate

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

16. Cost and Currency

The Offer must be made in Indian Rupees only.

17. No Agency

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

18. Risk Management

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

19. Information Security:

- i. The Successful Bidder and its personnel shall not carry any written material, layout, diagrams, hard disk, flash / pen drives, storage tapes or any other media out of J&K Bank's premises without written permission from J&K Bank.
- ii. The Successful Bidder's personnel shall follow J&K Bank's information security policy and instructions in this regard.

- iii. The Successful Bidder acknowledges that J&K Bank's business data and other proprietary information or materials, whether developed by J&K Bank or being used by J&K Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to J&K Bank; and the Successful Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Successful Bidder to protect its own proprietary information. Successful Bidder recognizes that the goodwill of J&K Bank depends, among other things, upon the Successful Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Successful Bidder could damage J&K Bank. By reason of Successful Bidder's duties and obligations hereunder, Successful Bidder may come into possession of such proprietary information, even though the Successful Bidder does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract/Agreement. Successful Bidder shall use such information only for the purpose of performing the Service(s) under the Contract/Agreement.
- iv. Successful Bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by J&K Bank, whichever is earliest, return any and all information provided to Successful Bidder by J&K Bank, including any copies or reproductions, both hardcopy and electronic.
- v. That the Successful Bidder and each of its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses. Without limiting the foregoing, the Successful Bidder and its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses.
- vi. The Successful Bidder shall certify that to the knowledge of the Successful Bidder, there has been no security breach or other compromise of or relating to any information technology and computer systems, networks, hardware, software, data, or equipment owned by the Successful Bidder or its subsidiaries or of any data of the Successful Bidder's, the Operating Partnership's or the Subsidiaries' respective customers, employees, suppliers, vendors that they maintain or that, to their knowledge, any third party maintains on their behalf (collectively, "IT Systems and Data") that had, or would reasonably be expected to have had, individually or in the aggregate, a Material Adverse Effect, and
- vii. That the Successful Bidder has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other

compromise to its IT Systems and Data;

- viii. That the Successful Bidder is presently in compliance with all applicable laws, statutes, rules or regulations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification. Besides the Successful Bidder confirms the compliance with Banks Supplier Security Policy.
- ix. That the Successful Bidder and its subsidiaries' IT Assets and equipment, computers, Systems, Software's, Networks, hardware, websites, applications and Databases (Collectively called IT systems) are adequate for, and operate and perform in all material respects as required in connection with the operation of business of the Successful Bidder and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants.
- x. That the Successful Bidder shall be responsible for establishing and maintaining an information security program that is designed to:
 - a. Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and
 - b. That the Successful Bidder will notify Customer of breaches in Successful Bidder's security that materially affect Customer or Customer's customers. Either party may change its security procedures from time to time as commercially reasonable to address operations risks and concerns in compliance with the requirements of this section.
- xi. The Successful Bidder shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of Personal Data and/or use, access, copying, exhibition, transmission or removal of Bank's Confidential Information from Companies facilities. Successful Bidder shall promptly provide Bank with written descriptions of such procedures and policies upon request. Bank shall have the right, upon reasonable prior written notice to Successful Bidder and during normal business hours, to conduct on-site security audits or otherwise inspect Companies facilities to confirm compliance with such security requirements.
- xii. That Successful Bidder shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the Client Data, and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are no less rigorous than those maintained by Successful Bidder for its own information or the information of its customers of a similar nature.
- xiii. That the Successful Bidder shall perform, at its own expense, a security audit no less frequently than annually. This audit shall test the compliance with the agreed-upon security standards and procedures. If the audit shows any matter that may adversely affect Bank, Successful Bidder shall disclose such matter to Bank and provide a detailed plan to remedy such matter. If the audit does not show any matter that may adversely affect Bank, Bidder

- shall provide the audit or a reasonable summary thereof to Bank. Any such summary may be limited to the extent necessary to avoid a breach of Successful Bidder's security by virtue of providing such summary.
- xiv. That Bank may use a third party or its own internal staff for an independent audit or to monitor the Successful Bidder's audit. If Bank chooses to conduct its own security audit, such audit shall be at its own expense. Successful Bidder shall promptly correct any deficiency found in a security audit.
 - xv. That after providing 30 days prior notice to Successful Bidder, Bank shall have the right to conduct a security audit during normal business hours to ensure compliance with the foregoing security provisions no more frequently than once per year. Notwithstanding the foregoing, if Bank has a good faith belief that there may have been a material breach of the agreed security protections, Bank shall meet with Successful Bidder to discuss the perceived breach and attempt to resolve the matter as soon as reasonably possible. If the matter cannot be resolved within a thirty (30) day period, the parties may initiate an audit to be conducted and completed within thirty (30) days thereafter. A report of the audit findings shall be issued within such thirty (30) day period, or as soon thereafter as is practicable. Such audit shall be conducted by Successful Bidder's auditors, or the successors to their role in the event of a corporate reorganization, at Successful Bidder's cost.
 - xvi. Successful Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful Bidder. Successful Bidders should ensure Data Security and protection of facilities/application managed by them.
 - xvii. The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Besides bank will be at liberty to blacklist the bidder and take appropriate legal action against bidder.
 - xviii. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of service provider and Successful Bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners.
 - xix. Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

20. Survival

Any provision of the Contract/Agreement which, either expressly or by implication, survives the termination or expiration of the Contract/Agreement, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non- disclosure in the same

manner as if the present Contract/Agreement is valid and in force and effect. The provisions of the clauses of the Contract/Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership shall survive the expiry or termination of the Contract/Agreement and in relation to confidentiality, the obligations continue to apply unless J&K Bank notifies the Bidder of its release from those obligations.

21. No Set-Off, Counter-Claim and Cross Claims

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

22. Statutory Requirements

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

23. Bidder Utilization of Know-how

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

24. Corrupt and Fraudulent practice.

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

- v. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it becomes known that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

25. Solicitation of Employees

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

26. Proposal Process Management

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

27. Confidentiality Provision

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

Confidential Information means information which is by its nature confidential or is designated by the bank and confidential information and includes:

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

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

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

28. Sub-Contracting

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

29. Reverse Auction

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

30. Award Notification

The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive. The Bank reserves the right at the time of award of contract to increase or decrease of the quantity or change in location where services are required from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

- i. Bank will notify through Engagement/Acceptance Letter in writing by letter or fax/ email to the successful Bidder that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within 3 days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful Bidder will have to submit a duly stamped/ signed Non-Disclosure Agreement and Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in annexures/ appendices of this RFP together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract (SLA) and NDA should be submitted.
- iv. The successful Bidder shall be required to enter into a Contract/ Service Level Agreement (SLA) with the Bank and submit the Bank Guarantee, within 10 days from issuance of Engagement Letter/ Purchase Order or within such extended period as may be decided by the Bank.
- v. Till the execution of a formal contract/ SLA, the RFP and Bid document together with the Bank's notification of award through Engagement Letter and the acceptance of Selected Bidder thereof, would constitute a binding contract between the Bank and the successful Bidder.

- vi. The Bank reserves the right to amend the terms and conditions of the Contract as well as stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- vii. Failure of the successful Bidder to comply with the requirements/ terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/ or BG as well as blacklisting/ debarment of the bidder from any of the Bank's future RFP/ Tenders.
- viii. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

31. Suspension of Work

The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension or reinstatement of the work to the Successful Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension.

32. Taxes and Duties

- i. Successful Bidder will be entirely responsible for all duties, levies, imposts, costs, charges, license fees, road permit etc, in connection with delivery of equipment at site including incidental services and commissioning.
- ii. Income/Corporate taxes in India: The Successful Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India
- iii. Tax Deduction at Source: Wherever the laws and regulations require deduction of such taxes at source of payment, Bank shall effect such deductions from the payment due to the Successful Bidder. The remittance of amount so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Successful Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by Successful Bidder in respect of this contract.
- iv. The Bank shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Successful Bidder at the rates in force, from the amount due to the Successful Bidder and pay to the concerned tax authority directly.

33. Period of Contract/ Tenure

- i The Service Level Agreement (SLA) shall be in force for a period of Two Years from effective date, unless terminated by the Bank by notice in writing in accordance with the termination clause of the agreement or otherwise in terms of said SLA.

ii The Bank, on expiry of the contract, reserves the right to extend the agreement with mutual consent of both the parties to the agreement, on year to year basis on the same/ existing terms and conditions including financial terms, if same is acceptable to the service provider.

34. Confidentiality

Confidentiality obligation shall be as per Non-Disclosure Agreement placed as Annexure-I to this RFP.

ANNEXURES

Annexure-A

Bidder’s Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

S. No.	Eligibility Criteria	Documents to be submitted
1	The Bidder must be an Indian firm / company/ LLP/ organization registered under applicable Act in India.	Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2	The bidder should be in existence for a minimum period of 05 years in India. Relaxation will be given to start ups in respect of turnover and prior experience subject to meeting quality and technical specifications.	Certificate of Business Commencement or any other certification related to the establishment of the business.
3	The bidder should have relevant experience of providing consulting assignments related to the preparation of Integrated Annual Reports and BRSR of at least three reputed Company/ Bank out of top 500 listed companies and should have undertaken the work of preparation of Integrated Annual Reports of at least one Banking company or BFSI during the last Seven years.	Letters from clients/ Copy of engagement letters/ contracts.
4	The Bidder should have tangible positive net worth during the last 2 immediate consecutive financial years.	Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last two financial years with audit reports and notes on accounts.
5	Bidder to have at least 6 (Six) nos. of qualified manpower for the assignment, each with a minimum of 3 (Three) years of experience in writing/preparing the Integrated Annual Reports. The bidder shall provide along with the technical bid, CVs of Team leader and other Team members/experts to be deployed for the assigned job.	CVs to be submitted.
6	The bidder should not be under debarment /blacklist period for breach of contract/fraud/ corrupt practices by any Scheduled Commercial	Bidder should specifically confirm on their letter head in this regard

	Bank/IBA/RBI/SEBI/ Public Sector Undertaking/ State or Central government or their agencies/ Departments or other statutory bodies as on date of submission of the response to OTE.	
7	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of Jammu and Kashmir Bank Limited, both present and those who have retired in the last five years.	A self-declaration by the Bidder on Bidder's letter head.

Notes:

- a. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
- b. Bidder should give a presentation to the Bank’s appointed internal committee, when the same is scheduled. The brief presentation shall include the approach, methodology and work plan for the evaluation exercise. Presentation should clearly articulate the deliverables at each stage of the proposed assignment. Documents relating to this shall form part of the details provided in the technical bid.
- c. The executed work by the bidder shall qualify as a completed project only if, at least, the final report of the work is submitted to the Agency. Date of report submission or final completion, will be treated as date of the project for calculating the period of seven years.

Besides the above, Bank may ask for additional supporting documents to verify the submitted documents, as it deems fit, to establish the veracity of submitted credentials

Name & Signature of Authorised Signatory

Seal of Company/Firm

Place:

Date:

Annexure B

Technical Requirements/ Bid Form

(FOR ONLINE SUBMISSION)

Technical Evaluation Criteria

Parameters for technical evaluation of participating bidders as on date of submission of bid is given in below mentioned sheet.

The Bidder will get marks as per value mentioned against each parameter and marks assigned or such value in the marking criteria.

S. No.	Evaluation criteria	Value	Max. Marks	Marking Criteria	Marks Scored (For Bank's use)
1	No. of Listed entities among Top 500 (with reference to market capitalisation at NSE/ BSE as on 31.03.2026) handled by the Bidder for designing, drafting, preparing of Integrated Annual Reports and allied activities. (Proof to be provided)		20	Upto 2 Clients = 5 marks 2 Clients to 4 Clients = 10 marks 5 Clients to 6 Clients = 15 marks 6 Clients and above = 20 marks	
2	No. of Listed entities other than top 500 (with reference to market capitalisation at NSE/ BSE as on 31.03.2026) handled by the Bidder for designing, drafting, preparing of Integrated Annual Reports and allied activities. (Proof to be provided)		20	Upto 2 Clients = 5 marks 2 Clients to 4 Clients = 10 marks 5 Clients to 6 Clients = 15 marks 6 Clients and above = 20 marks	
3	No. of years of Experience in designing, drafting, preparing of Integrated Annual Reports and allied activities. (Proof to be provided)		20	Up to 2 Years = 5 marks More than 2 Years to 4 Years = 10 marks More than 4 Years to 6 Years = 15 marks More than 6 Years to 10 Years = 20 marks	
4	Presentation of Proposed Approach, Methodology and Work Plan: completeness, robustness of approach, quality of ideas, activities, tasks, planning, effort estimate etc., with milestones and time frame for completion of different activities along with list of deliverables.		40		
	TOTAL MARKS			MARKS SECURED BY THE BIDDER	

Notes:

1. Marks will be awarded on a total of 100.
2. Mark secured by a bidder is subject to production of sufficient proof against such criteria as required by the Bank. Any misrepresentation would disqualify the bidder from the RFP process. If a bidder is finally selected and at any stage during the term of the contract, Bank finds the false

misrepresentation as to value claimed by the bidder, Bank may debar/ expel and blacklist the bidder and reassign the orders to other RTAs and Bank has right to necessary action.

Name & Signature of Authorised Signatory

Seal of Company/ Firm

Place:

Date:

Annexure C

COMMERCIAL/ PRICE BID

(FOR ONLINE SUBMISSION)

Name of the Bidder: _____

Schedule of the fees and charges payable to Service provider/ Consultant

S. No.	Particulars	Consolidate Fees (in Rs.) excluding GST (A)	Total Amount For 2 years excluding GST (Ax2)
1	Consolidated Fee for services w.r.t Conceptualization, Designing, Formatting, Visualization, and final production support for Integrated Annual Report for Financial Year 2025-2026 & 2026-2027 for Jammu and Kashmir Bank Limited”, in accordance with as per the latest applicable laws of India and in accordance with the statutory and regulatory guidelines/framework issued by SEBI, MCA, DFS, ICAI, RBI, Govt. of India, etc. from time to time or any other applicable laws and subsequent amendments thereof in it and as per Scope of work detailed in the RFP.		

TERMS OF PAYMENT OF FEE & COST:

1. All charges/ rates stated above are inclusive of all applicable taxes / levies by the Government but exclusive of GST.
2. The Fees/Charges shall remain fixed, from the date of execution of agreement.

Name & Signature of Authorised Signatory
Seal of Company/Firm

Annexure D

Tender Offer Cover Letter

Company Secretary
Jammu and Kashmir Bank Limited
Corporate Headquarters
M.A. Road Srinagar 190001

Dear Sir,

Sub: RFP no: _____ for selection of service provider/ Consultant for Conceptualization, Designing, Formatting, Visualization, and final production support for Integrated Annual Report for Financial Year 2025-2026 & 2026-2027 for Jammu and Kashmir Bank Limited dated _____

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to _____ to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

Name & Signature of Authorised Signatory

Seal of Company/Firm

Place:

Date:

Annexure E

Compliance to Eligibility Criteria

The bidder needs to comply with all the eligibility criteria mentioned below. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal.

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

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

Prospective Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1	The Bidder must be an Indian firm / company/ LLP/ organization registered under applicable Act in India.		Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2	The bidder should be in existence for a minimum period of 05 years in India. Relaxation will be given to start ups in respect of turnover and prior experience subject to meeting quality and technical specifications.		Certificate of Business Commencement or any other certification related to the establishment of the business.
3	The bidder should have relevant experience of providing consulting assignments related to the preparation of Integrated Annual Reports and BRSR of at least three reputed Company/ Bank out of top 500 listed companies and should have undertaken the work of preparation of Integrated Annual Reports of at least one Banking company or BFSI during the last Seven years.		Letters from clients/ Copy of engagement letters/ contracts.
4	The Bidder should have tangible positive net worth during the last 2 immediate consecutive financial years.		Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last two financial years with audit reports and notes on accounts.

5	Bidder to have at least 6 (Six) nos. of qualified manpower for the assignment, each with a minimum of 3 (Three) years of experience in writing/preparing the Integrated Annual Reports. The bidder shall provide along with the technical bid, CVs of Team leader and other Team members/experts to be deployed for the assigned job.		CVs to be submitted.
6	The bidder should not be under debarment /blacklist period for breach of contract/fraud/ corrupt practices by any Scheduled Commercial Bank/IBA/RBI/SEBI/ Public Sector Undertaking/ State or Central government or their agencies/ Departments or other statutory bodies as on date of submission of the response to OTE.		Bidder should specifically confirm on their letter head in this regard
7	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of Jammu and Kashmir Bank Limited, both present and those who have retired in the last five years.		A self-declaration by the Bidder on Bidder's letter head.

Documentary evidence must be furnished against each of the above criteria alongwith an index. All documents must be signed by the authorized signatory of the prospective Bidder. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

Name & Signature of Authorised Signatory

Seal of Company/Firm

Place:

Date:

Annexure F

Details of Bidder
 (FOR ONLINE SUBMISSION)

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

BIDDER'S DETAILS

S. No	Particulars	Bidder's Response	
1.	Name of the Company		
2.	Date of Incorporation		
3.	Constitution of the Company, i.e. Pvt. Limited/ Public Limited		
4.	Registered Office & Corporate Office Address with following details - a) E-mail address b) Telephone Number c) Fax number		
5.	Addresses of Service Centres/ Operating Offices/ Representative Office with following details - a) E-mail address b) Telephone Number c) Fax number		
6.	Registration No.		
7.	ISO certification, if any.		
8.	Income Tax PAN No.		
9.	GST No.		
10.		F.Y.	Net worth

	Net worth of the Company for the FY 2023-24 and 2024-25 [as per Audited Accounts/ Auditor's Certificate]	2023-24		
		2024-25		
11.	Turnover and Net Profits of the Organization for the FY 2023-24 and 2024-25 [as per Audited Accounts/Auditor's Certificate]	F.Y.	Turnover	Net profit
		2023-24		
		2024-25		
18	No. of Listed entities handled by the Bidder for designing, drafting, preparing of Integrated Annual Reports and allied activities.			
19	No. of years of experience in handling assignments for designing, drafting, preparing of Integrated Annual Reports and allied activities.			
20	Name of the Public and Private Sector Banks where similar services are being offered.			
21	Agreeable to provide security deposit in form of BG as mentioned in RFP.			
	Name of all the Directors / Managing Director: a. E-mail Address b. Telephone Number c. Fax Number d. Office address e. Residential Address (Please enclose separate sheet)			

Bidder confirms that information furnished hereinabove is true and correct in all respect.

Name & Signature of Authorised Signatory

Seal of Company/Firm

Date:

Annexure G

Confirmation of Terms and Conditions

**Company Secretary
Jammu and Kashmir Bank Limited
Corporate Headquarters
M.A. Road Srinagar 190001**

Dear Sir,

Sub: RFP Nofor Engagement of Designing Agency/ Consultant for Conceptualization, Designing, Formatting, Visualization, and final production support for Integrated Annual Report for Financial Year 2025-2026 & 2026-2027 for Jammu and Kashmir Bank Limited date

Further to our proposal dated, in response to the Request for Proposal for selection of Bidder for Conceptualization, Designing, Formatting, Visualization, and final production support for Integrated Annual Report for Financial Year 2025-2026 & 2026-2027 for Jammu and Kashmir Bank Limited (hereinafter referred to as “RFP”) issued by Jammu and Kashmir Bank Limited (J&K BANK) we hereby covenant, warrant and confirm as follows:

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

Name & Signature of Authorised Signatory

Seal of Company/Firm

Place:

Date:

Annexure H

Performance Bank Guarantee Format

To
Jammu and Kashmir Bank Limited
M.A. Road, Srinagar,
190001 J&K.

WHEREAS..... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at, hereinafter referred to as the Service provider/ consultant has for taken up for.....
..... in terms of the appointment letter bearing No. Dated, hereinafter referred to as the CONTRACT. AND WHEREAS in terms of the Conditions stipulated in the said Contract, the service provider/ consultant 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 service provider/ consultant in accordance with the Contract; THEREFORE, WE,, through our local office at Furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

1. We, do hereby undertake to pay the amounts of ₹..... and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said vendor of any of the terms and conditions contained in the Contract or by reason of the service providers's failure in respect of the successful implementation of the project and/ or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement. 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 service provider/ consultant 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 service provider/ consultant 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 vendor 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 service provider 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 service provider and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Vendor or for any forbearance, act or omission on our part or any indulgence by us to the said vendor 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 service provider/ consultant.
- 6. We further agree and undertake unconditionally without demur and protest to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the service provider/ consultant.
- 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 exceedRupees.....only);
- (ii) This Guarantee shall be valid up to; and claim period of this Bank Guarantee shall be year/s after expiry of the validity period i.e., up to.....; and
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

Dated the..... Day of20.....

For.....

BANK Authorized Signatory

Annexure I

Non-disclosure Agreement (NDA)

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

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- i. was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party;
- ii. becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party;
- iii. is already in the possession of the receiving party at the time of disclosure by the disclosing part as shown by the receiving party's files and records immediately prior to the time of disclosure;
- iv. is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality;
- v. is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or
- vi. Is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

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

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

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

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

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

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

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

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

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

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

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

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

The place of Arbitration shall be Srinagar, India and the language of the arbitration proceedings and that of all the documents and communications between the parties shall be English. The decision of the arbitrator shall be final and binding upon the parties. The expenses of the arbitrator as determined by the arbitrator shall be borne equally.

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

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

_____ (contact details of Company/Receiving party)

_____ (contact details of Bank/Disclosing Party).

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

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

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

COMPANY NAME

Bank

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Company Seal

Company Seal

SERVICE LEVEL AGREEMENT (SLA)

(TO BE STAMPED AS AN AGREEMENT)

**Agreement for engagement as Service provider/ Consultant for Conceptualization, Designing,
Formatting, Visualization**

and final production support for Integrated Annual Report for

Financial Year 2025-2026 & 2026-2027 for

Jammu and Kashmir Bank Limited

BETWEEN

JAMMU AND KASHMIR BANK LIMITED

AND

Date of Commencement: XX.XX.XXXX

Date of Expiry: XX.XX.XXXX

This Agreement (“Agreement”) is made at Srinagar on this _____ day of _____ 2026.

BETWEEN

Jammu and Kashmir Bank Limited, a Banking Company under Indian Companies Act,2013 having its registered office at **Corporate Headquarters, M.A.Road, Srinagar, J&K, India-190001**, hereinafter referred to as “J&K Bank” or “Bank” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) OF THE FIRST PART:

AND

_____ a company/LLP/Firm/ entity, having its registered office at _____ hereinafter referred to as “Service Provider/ Consultant” which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

Jammu and Kashmir Bank Limited and Service Provider/ consultant are sometimes individually referred to as a “Party” and collectively as “Parties” throughout this Agreement, and the words Party and Parties shall be construed accordingly.

WHEREAS,

- (i) J&K Bank functioning as a leading Bank in the Union Territories of Jammu and Kashmir and Ladakh and desirous to avail services for designing and developing the Bank’s Annual Report and to carry out works incidental to and associated with it; and
- (ii) Service Provider is in the business of providing consultancy services for designing and developing of Annual Reports and agreed to provide the services as may be required by the Bank mentioned in the Request for Proposal (RFP) No _____ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties, with the intent to be legally bound, hereby covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

Unless the context otherwise requires or unless otherwise defined or provided for herein, words and expressions shall have the same meaning as attributed to them in this Agreement.

- i. “The Bank” and/or “J&K Bank” means the **Jammu and Kashmir Bank Limited**, a Banking Company under Indian Companies Act,2013 having its registered office at **Corporate Headquarters, M.A.Road, Srinagar, J&K, India-190001** represented through its Board Secretariate at **Corporate Headquarters, M.A.Road, Srinagar, J&K, India-190001**.
- ii. “**Bidder**” means an eligible entity/ firm submitting the Bid in accordance with this RFP and in response to this RFP.
- iii. “**Bid**” means the written reply and submissions along with requisite documents of in response to this RFP.
- iv. “**The Contract/ Agreement/ SLA**” means the agreement entered into between the Bank and Service Provider, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. “**Consultant/ Service Provider**” is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as H1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vi. “**Deliverables/ Work Product**” shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- vii. “**Intellectual Property Rights**” shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing.
- viii. “**Total Contract Price/ Project Cost/ TCO**” means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- ix. “**Services**” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include the provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

1.2 INTERPRETATION

In construing the Agreement:

- i. Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- ii. The singular includes the plural and vice versa.

- iii. Reference to any gender includes each other gender.
- iv. The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- v. The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- vi. A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented, or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents, or agreements.
- vii. A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- viii. Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- ix. The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in a technical sense in accordance with the industrial practices.

2. COMMENCEMENT & TERM

- i. This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from XX.XX.XXXX (Effective Date).
- ii. The Service Level Agreement (SLA) shall be in force for a period of two years from effective date, unless terminated by the Bank by notice in writing in accordance with the termination clause of the agreement.
- iii. After review of performance of the consultant, the Bank, at its sole discretion, shall have the right to renew the SLA on year to year basis on the same/ existing terms and conditions including financial terms, if same is acceptable to the service provider.
- iv. Unless terminated earlier in accordance with RFP/ SLA or extend for successive terms, the agreement shall come to an end on completion of the term specified in the Agreement/ SLA or expiration of renewed term.
- v. The Bank reserves the right to terminate the Agreement anytime as per the terms of RFP/ Agreement.

3. SCOPE OF SERVICES

The scope and nature of the Services which the Service Provider has to provide to the Bank is specified in Appendix- A of this Agreement.

4. REPRESENTATIONS AND WARRANTIES

4.1 Each of the Parties represents and warrants in relation to itself to the other that:

- i. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through an applicable corporate process to do so.
- ii. The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/ their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals, and permits for the running and operation of its business.
- iii. It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos, symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement.
- iv. It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- v. The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

4.2 Additional Representation and Warranties by Service Provider

- i. Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- ii. Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/ personnel and expertise in providing the Services to the Bank.
- iii. Service Provider has valid and subsisting rights to all data, modules, components, designs, utilities, subsets, objects, programme listings, tools, models, methodologies, programmes, systems analysis frameworks, leading practices, and specifications sought to be used by it in relation to the provision of the Services.
- iv. Service Provider warrants that to the best of its knowledge, Services and Deliverables provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- v. Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- vi. The team composition submitted in response to the RFP shall remain the same and shall not be altered later on in any manner. The Bank will not consider unilateral substitution of professional staff during the Agreement period unless both the Parties to the Agreement agree that undue delay makes such substitution unavoidable or for reasons such as death or medical

incapacity or if the professional staff has left the organization. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified by the Bank. Such substitution shall only be effected with prior written approval of the Bank.

- vii. Service Provider shall make all reasonable endeavours to provide the Services promptly and diligently, as provided under the terms of this Agreement. Service Provider also undertakes to make best efforts that no delays or disruption is caused in the execution or completion of the Services and that no additional costs are incurred by the Bank in relation to the Services. Service Provider agrees that it shall cause its Consultancy Team, including the Key Personnel, Professional personnel and support personnel to strictly adhere to the project plans/ scope of work and the standards.
- viii. Service Provider shall ensure that all persons, employees, workers and other individuals engaged by Service Provider or sub-contracted (if allowed) by Service Provider in rendering the services for this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service Provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

5. RESPONSIBILITIES OF THE BANK

- i. The Bank shall designate a competent employee or employees, preferably within senior management, to be responsible for the completion of the Services contemplated under this Agreement and the supervision of the implementation of the Project Plan by (“Nodal Officer”).
- ii. The Nodal Officer shall assist Service Provider in coordinating meetings/ workshops with the relevant Heads of Departments and escalate issues/ delays to the appropriate senior management for such Project. Representative shall be Service Provider’s primary point of contact for the purposes of this Agreement. All communications to Service Provider shall be made solely by the Nodal Officer, on behalf of the Bank.
- iii. The Bank shall provide Service Provider and the Consultancy Team access to relevant documents/ manuals/ records as may be reasonably requested and required by the Consultancy Team in relation to the provision of the Services contemplated in terms of this Agreement.

6. RESPONSIBILITIES OF SERVICE PROVIDER/ CONSULTANT

- i. Consultancy Team - For the purposes of the Services contemplated in terms of this Agreement and for the effective implementation of the project plan, Service Provider agrees and undertakes to nominate three exclusive “Consultancy Personnel”, out of their Personnel for the Bank’s Assignment specified in Annexure-A of RFP, one of whom will be overall in-charge of the project and shall discharge his/ her respective responsibilities. The Consultancy Personnel exclusively nominated for the purpose shall have to work on the project from J&K

Bank location from the declaration of annual result of the Bank till completion of assigned work or as may be required by the Bank; and

- ii. In addition to Consultancy Personnel, the consultancy team shall comprise of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/ support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified schedule.
- iii. A detailed list of all the members of the team, including the Consultancy Personnel, Professional Personnel and Support Personnel (“Consultancy Team”) is set out in Appendix-___ hereto.
- iv. Service Provider agrees and undertakes that all the Consultancy Personnel will be available for the required duration of the project. Save and except as provided in clause 4.2(vi), the Bank will not consider any request for substitution of any member of the Consultancy Team.
- v. The service provider/ service provider’s team shall attend the mails, messages and calls of Bank’s staff promptly whether made through tele communication system or through any other electronic communication system and shall revert back immediately. Non-response to any such mails, messages or calls shall be construed as “failure to perform the obligation” and “Laxity” under RFP/ SLA and may attract application of termination clause.
- vi. Service Provider for itself and on behalf of members of the Consultancy Team hereby agrees to abide by the confidentiality obligations as set forth in this Agreement and/ or Non-Disclosure Agreement entered into between the parties.

7. FEES, TAXES, DUTIES AND PAYMENTS

- i. Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon by the Bank wherever required under the provisions of the Income Tax Act. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.
- ii. The Bank agrees to pay the fees to Service Provider for the Services being rendered by it, in the manner set out in this Agreement.
- iii. The Parties agree that the Fees payable in respect of a stage shall be paid as per the detailed billing schedule.
- iv. The Parties agree that all Fees will be billed by and payable in Indian rupee. The Bank will pay properly submitted valid invoices within a reasonable period and will make all endeavour to make the payment within the period of 60 days after receipt thereof.
- v. The Bank may withhold payment of any Services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against the amount payable to Service Provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidence, if any, within 15 (fifteen) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case the Service Provider

fails to issue a credit note/ revised invoice, the Bank shall have the right to withhold the payment or set-off penal amount.

- vi. All duties and taxes (excluding GST or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. GST or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of the original receipt wherever required.
- vii. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.
- viii. No TA/ DA or any other charges can be claimed by nominated Consultancy Personnel or other member(s) of Consultancy Team for working onsite/ at J&K Bank location and it shall not be admissible. The Consultant has to be make sufficient arrangement/ provisions for travel/ stay of Consultancy Personnel/ member(s) of Consultancy Team for efficient discharge of their duties.

8. PATENT/ INTELLECTUAL PROPERTY RIGHTS

- i. The Parties agree that all data or information supplied by the Bank to Service Provider and/ or the Consultancy Team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- ii. Any licensed material used by Service Provider for performing Services or developing Work Product for the Bank, Service Provider should have right to use as well as the right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- iii. Subject to other terms and conditions of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this Agreement.
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and

- Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Deliverable by the Bank.
- vi. All Work Product prepared by the Consultant in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and the Consultant agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Consultant. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.
 - vii. In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product.

9. CONFIDENTIALITY

- i. For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded or in electronic form including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto, and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.
- ii. In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:
 - a. Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.
 - b. Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.
 - c. Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

- d. The confidentiality obligation shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a nonconfidential basis prior to the date hereof, (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party is under no obligation of confidentiality to the other Party with respect to such Confidential Information, or is developed by the receiving party independently without any reference or use of disclosing party's Confidential Information.
- e. In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
- f. In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.
- g. By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.
- iii. Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. Receiving party acknowledges that monetary damages may not be the only and/or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- iv. Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, 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 Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.
- v. Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

- vi. Any document received from the Bank shall remain the property of the Bank and subject to clause 9(ii)(f) shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.
- vii. The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of (five) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

10. RELATIONSHIP BETWEEN THE PARTIES

- i. It is specifically agreed that Service Provider shall act as an independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/ services which give rise to Principal - Agent relationship by express agreement between the Parties.
- ii. Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- iii. None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- iv. This Agreement shall not be construed as a joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be an employee of other Party.
- v. All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.
- vi. For redressal of complaints of sexual harassment at the workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

11. SUB-CONTRACTING

As per the scope of this Agreement sub-contracting is not permitted.

12. LIQUIDATED DAMAGES

If Service Provider fails to perform any or all the Services within the stipulated time schedule as specified in this Agreement and thereby caused any loss viz. economic, reputational, legal, compliance, etc., the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages, a sum equivalent to 2% of the total contract price for delay of each week or part thereof maximum up to 10% of total contract price . Once the maximum is reached, the Bank may consider termination of Agreement.

13. PERFORMANCE BANK GUARANTEE (BG)

- i. Service Provider shall furnish performance security in the form of Bank Guarantee for an amount equivalent to 5% of total contract value for two years, valid for a period of 02 year(s) and claim period of 1 year from a Scheduled Commercial Bank other than Jammu and Kashmir Bank Limited in a format provided/ approved by the Bank. The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of the successful implementation of the project and/ or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant the invoking of Bank Guarantee.
- ii. Performance of the obligations under the Agreement shall be made by Service Provider within 20 days from the date of issuance of purchase order/ appointment letter/ acceptance letter by the Bank.
- iii. Save and except as provided in this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.
- iv. If at any time during performance of the Contract, Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- v. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

14. PENALTIES

- i. If the Service Provider fails to perform services within the stipulated time schedule as advised by the Bank from time to time, Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as penalties, a sum equivalent to 2% of the total work order cost for delay of each week or part there of maximum upto 10% of the total work order price. Once the maximum is reached, J&K Bank may consider termination of the contract pursuant to the conditions of contract/RFP.
- ii. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified, the Bank reserves the right to terminate the contract.

15. COMPLIANCE WITH LAWS

- i. Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to the rendering of Services by Service Provider as envisaged under this agreement.

- ii. Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.
- iii. Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its executives, employee, agents, workers and representatives and in particular laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards.
- iv. Service Provider shall cooperate fully with the Bank into processing and execution of this Agreement/ any other matter related to a discharge of contractual obligations by Service Provider.
- v. Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of Service Provider have full authority and power to execute this Agreement and bind Service Provider.

16. GOVERNING LAW AND DISPUTE RESOLUTION

i. Governing Law and Jurisdiction

This Agreement shall be governed by and be construed in accordance with the laws of UT of J&K read with laws of India so far as they are applicable to the UT of J&K for the time being enforced. The parties agree to submit to the exclusive jurisdiction of the appropriate court in Srinagar in connection with any dispute between the parties under the Agreement.

ii. Dispute Resolution

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

17. GENERAL INDEMNITY

- i. Service Provider agrees and hereby keeps the Bank indemnified against all claims, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees), relating to or resulting from:

- Intellectual Property infringement or misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this assignment.
 - Claims made by the employees who are deployed by the Successful bidder.
 - Breach of confidentiality obligations by the Successful bidder.
 - Non-compliance by the successful bidder with applicable laws/Governmental/Regulatory Requirements.
- ii. Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.
- iii. Service Provider shall be responsible for the accuracy of the documents drafted, translated and/ or vetted and data collected by it directly or procured from other agencies/ authorities, estimates and all other details prepared by it as part of its Services. Subject to the provisions of Clause 19, it shall indemnify the Bank against any inaccuracy in its work which might surface during the implementation of the project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of Service Provider or arises out of its failure to conform to good industry practice. Service Provider shall also be responsible for promptly correcting, at its own cost and risk, the documents including such inaccuracy.

18. CONFLICT OF INTEREST

Consultant is obliged to Suo-moto proactively declare any conflicts of interest (pre-existing or as and when arise at any stage) during execution of the contract. Failure to do so would amount to violation. The meaning of "conflict of interest" would be same as prescribed in RFP document and provisions contained therein shall, mutatis mutandis, apply to this agreement, more particularly:

- i. Service Provider shall not receive any remuneration in connection with the assignment except as provided in the Contract.
- ii. Service Provider shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Service Provider shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.

19. LIMITATION OF LIABILITY

- i. For breach of any obligation mentioned in this Agreement, subject to obligations mentioned in this clause, in no event bidder shall be liable for damages to the Bank arising under or in

connection with this Agreement for an amount exceeding the total Cost of the Assignment. The Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/ or leakage of confidential customer/ Bank's related information to the extent of loss so caused, irrespective of cost of Assignment.

- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth in clause 19.1 shall not apply with respect to:
 - a. claims that are the subject of indemnification pursuant to clause 8 i.e. infringement of third party Intellectual Property Rights;
 - b. damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
 - c. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations mentioned under this Agreement;
 - d. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of the Service Provider.

For the purpose of clause 19(ii)(b) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith.

Further, "Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

20. AMENDMENT IN AGREEMENT/ SLA:

No variation in or modification of the terms of the Contract/ SLA post execution shall be made, except by written amendment(s), agreed upon and signed by the parties.

21. POWER TO VARY OR OMIT WORK

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service Provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling

any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents.

If Bank confirms their instructions Service Provider's obligations will be modified to such an extent as upon may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of such instructions.
- iii. If any change in the work is likely to result in a reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

22. RIGHT TO AUDIT

“Bank reserves the right to conduct an audit/ ongoing audit of the Service Provider. The Company shall be subject to audit by internal auditors appointed by the Bank or the persons authorized by the Bank.

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

23. TERMINATION

i. Grounds of Termination:

Services of the Service providers may be terminated for the following reasons and on grounds mentioned thereunder:

Termination for Default:

The Bank, without prejudice to any other remedy for breach of Contract/RFP, by a written notice of not less than 15 (fifteen) days sent to the service provider, may terminate the Contract in whole or in part for any of the following reasons:

- a. If the service provider fails to deliver and perform any or all the Services within the period(s) specified in the RFP/ Contract/ SLA, or within any extension thereof granted by the Bank pursuant to conditions of contract or
- b. If the service provider fails to perform any other obligation(s) under the RFP/contract; or Laxity in adherence to standards laid down by the Bank; or
- c. Material discrepancies/ deviations in the agreed processes and/or Services.; or
- d. Material breach and /or violations of terms and conditions stipulated in this RFP.
- e. On the happening of any termination event mentioned in the RFP/Contract.

ii. Termination for Insolvency/ Fraud/ Misrepresentation:

The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

- a. The Bank may, at any time, terminate the Contract by giving written notice to the service provider, if the service provider becomes Bankrupt or insolvent or any application for Bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.
- b. If any Receiver/ Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- c. If Service Provider applies to the Court or passes a resolution for voluntary winding up or any other creditor / person files a petition for winding up or dissolution of Service Provider. If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employee(s).
- d. Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

iii. Termination for Convenience:

- a. The Bank, by a written notice of not less than 90 (ninety) days sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience without assigning any reasons. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.

- b. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive pro rata payment for the Services rendered (delivered) up to the effective date of termination.

iv. Consequences of Termination of Agreement:

Termination of the Agreement shall have following consequences:

- a. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the service provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the service provider shall be liable to the Bank for any increase in cost for such similar Services. However, the service provider shall continue performance of the Contract to the extent not terminated.
- b. If the contract is terminated under any termination clause, the service provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in a timely manner and in proper format as per the scope of this RFP and shall also support the orderly transition to another Consultant or to the Bank.
- c. During the transition, the service provider shall also support the Bank on technical queries/ support on process implementation or in case of software provision for future upgrades.
- d. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP/ Contract.
- e. In the event of failure of the Service Provider to render the Services or in the event of termination of contract or expiry of the term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the Services contracted with another Consultant. In such a case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing Consultant is in breach of this obligation, they shall be liable for paying a Transition Penalty of as provided in the Schedule of Events on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.
- f. In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- g. Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable law.

24. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS

- i. Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to Service Provider or any employees of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.
- ii. Service Provider agrees to the following continuity arrangements to ensure the business continuity of the Bank.
- iii. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of the term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the Services contracted with another vendor. In such a case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.
- iv. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If the existing vendor is found to be in breach of this obligation, they shall be liable for paying a Transition Penalty as provided in the Schedule of Events, which may be settled from the payment of invoices or bank guarantee for the contracted period.

25. FORCE MAJEURE

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

the Bank and the service provider shall hold consultations in an endeavor to find a solution to the problem.

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

26. SEVERABILITY

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

27. ENTIRE AGREEMENT

- i. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.
- ii. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as an integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
 - a) This Agreement;
 - b) Annexure of Agreement;
 - c) Engagement Letter No. _____ dated _____; and
 - d) RFP

28. NOTICE

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this RFP/ Agreement shall be given by facsimile, by email or by personal delivery or by sending the same by prepaid registered mail addressed to the Party concerned at its address or the fax numbers set out hereunder and/or any other address subsequently notified to the other Party and shall be deemed to be effective (a) in the case of email, upon the sending of the email by the author thereof; (b) in the case of registered mail, 3 (three) calendar days after posting, (c) in the case of facsimile at the time when dispatched with a report confirming proper transmission or (d) in the case of personal delivery, at the time of delivery.

Communications to J&K Bank:

Company Secretary,
Jammu and Kashmir Bank Limited,
Board Secretariat, Fifth Floor,
Corporate Headquarters
M. A Road Srinagar, Kashmir - 190001

Communications to the Service Provider/ Consultant:

A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

In case there is any change in the address of one party, it shall be promptly communicated in writing to the other party.

29. MISCELLANEOUS

- i. Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- ii. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- iii. Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- iv. If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

- v. Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- vi. Service Provider agrees that it shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- vii. During the term of this Agreement and for a one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of the Service Provider.
- viii. Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

JAMMU AND KASHMIR BANK LIMITED

By:

Name:

Designation: **COMPANY SECRETARY**

Date:

Witness:

1.

2.

_____ (service provider/ consultant)

By:

Name:

Designation:

Date:

Witness: -

1.

2.

Appendix A

Scope of Work

The selected agency shall be responsible for conceptualization, designing, formatting, visualization, and final production support for the Bank's Integrated Annual Report for the financial year 2025-2026 & 2026-2027, in accordance with applicable regulatory and reporting requirements.

The broad scope of work shall include, but not be limited to, the following:

a) Understanding of Reporting Framework

The agency shall familiarize itself with:

- Bank's business model, operations, vision, mission and strategic priorities;
- Applicable regulatory disclosures and governance requirements;
- Integrated Reporting principles/framework, sustainability disclosures and other statutory reporting requirements applicable to the Bank.

b) Concept Development and Creative Strategy

The agency shall:

- Develop the overall creative theme/concept for the Integrated Annual Report;
- Propose design concepts, layouts, colour palettes, typography and visual identity aligned with the Bank's brand guidelines;
- Present multiple creative options/themes for approval by the Bank.

c) Report Design and Layouting

The agency shall:

- Design the complete Integrated Annual Report including cover page, section dividers, infographics, charts, tables and graphical elements;
- Ensure professional, contemporary and aesthetically appealing layouts suitable for a listed banking entity/public sector institution;
- Create customized icons, illustrations, data visualizations and infographics for effective presentation of information;
- Ensure consistency in formatting, branding and visual hierarchy throughout the report.

d) Content Formatting and Visualization

The agency shall:

- Format and structure the content provided by the Bank;
- Convert financial, operational and ESG/sustainability data into visually engaging charts, graphs and infographics;
- Improve readability and presentation without altering the substantive meaning of the content.

e) Compliance and Regulatory Alignment

The agency shall ensure that:

- The design and presentation comply with applicable provisions/guidelines issued by:
 - Reserve Bank of India,
 - Securities and Exchange Board of India,

- applicable stock exchanges and other statutory/regulatory authorities;
- Mandatory disclosures, governance sections, financial statements and annexures are properly structured and accurately reflected.

f) Coordination and Review Support

The agency shall:

- Closely coordinate with the Bank's designated officials/departments;
- Participate in review meetings and incorporate comments/changes suggested by the Bank, auditors, printers and other stakeholders;
- Provide multiple rounds of revisions/corrections without additional cost till final approval.

g) Proofreading and Quality Checks

The agency shall:

- Carry out design-level proofreading and quality checks relating to formatting consistency, alignment, pagination, graphical accuracy and typographical errors;
- Ensure error-free print-ready and digital-ready outputs.

h) Print-Ready and Digital Deliverables

The agency shall provide:

- High-resolution print-ready files;
- Web-optimized interactive PDF version;
- Editable/open working files including source files, fonts, illustrations and graphics;
- Outputs compatible with printer specifications and stock exchange/website upload requirements.

i) Timeline and Project Management

The agency shall:

- Adhere to timelines prescribed by the Bank;
- Deploy adequate manpower/resources for timely completion of the assignment;
- Nominate a dedicated project manager/single point of contact for coordination.

j) Confidentiality and Data Security

The agency shall:

- Maintain strict confidentiality of all information, financial data and unpublished material shared by the Bank;
- Not disclose or reproduce any information without prior written approval of the Bank;
- Comply with applicable data security and confidentiality requirements.

k) Intellectual Property Rights

- All designs, concepts, creatives, source files and final outputs developed under the assignment shall become the sole property of the Bank.
- The agency shall have no ownership/right over the final deliverables after completion of the assignment.

l) Support During Printing/Publication

The agency shall:

- Coordinate with the Bank and printer during proof approval and final printing stages;
- Provide necessary technical/design support till publication of the report on the Bank's website and submission to regulatory authorities.

Time of completion:

Three weeks (03) from the date of intimation from the work / issue of work order.

Annexure K

Undertaking

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

Company Secretary
Jammu & Kashmir Bank Limited
Corporate Headquarters
M.A Road, Srinagar -190001

Dear Sir,

Sub: RFP No: _____ for Engagement of Designing Agency/ Consultant for Conceptualization, Designing, Formatting, Visualization, and final production support for Integrated Annual Report for Financial Year 2025-2026 & 2026-2027 for Jammu and Kashmir Bank Limited

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services w.r.t **Conceptualization, Designing, Formatting, Visualization, and final production support for Integrated Annual Report for Financial Year 2025-2026 & 2026-2027** to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

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

We agree to all terms & conditions of the RFP.

Annexure L

INDEMNITY BOND

(To be typed on non-judicial Stamp Paper of appropriate value and attested by Notary Public Magistrate)

The indemnity bond made on the _____ day of _____ 2026 by M/s. _____ (Name of the Selected bidder Company) a body corporate registered under the Companies Act, 1956/2013 having its Registered Office at _____ and Branch Office/Corporate Office _____ (hereinafter referred to as the 'Consultant ') in favour of the Jammu and Kashmir Bank Limited, a Banking Company under Indian Companies Act, 2013 having corporate and registered office at M.A.Road, Srinagar, J&K, India-190001 (hereinafter called "J&K Bank").

WHEREAS, M/s _____ (Name of the Selected bidder Company) entered into an Agreement dated _____ with J&K Bank (hereinafter called the said "AGREEMENT/ SLA") for providing services w.r.t **Conceptualization, Designing, Formatting, Visualization, and final production support for Integrated Annual Report for Financial Year 2025-2026 & 2026-2027 for Jammu and Kashmir Bank Limited** on the terms and conditions mentioned therein for a period of two years. However, the Agreement is renewable with the mutual consent on year-to-year basis.

NOW, therefore this indemnity bond witnesses that in performance of the assignment as per the Agreement/ SLA, the bidder shall exercise reasonable skill, care and diligence and keep J&K Bank indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the Design Agency/ Consultant or its staff, agents or sub-contractors in relation to the performance or otherwise of the services under the Agreement.

Service Provider also agrees and hereby keeps the Bank indemnified against all claims, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees), relating to or resulting from:

- Intellectual Property infringement or misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this assignment.
- Claims made by the employees who are deployed by the Successful bidder.
- Breach of confidentiality obligations by the Successful bidder.
- Non-compliance by the successful bidder with applicable laws/Governmental/ Regulatory Requirements.

Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included)

which the Bank may suffer or incur on account of (i) Services Provider’s breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

Service Provider shall be responsible for the accuracy of the documents drafted, translated and/or vetted and data collected by it directly or procured from other agencies/ authorities, estimates and all other details prepared by it as part of its Services. Subject to the provisions of Clause 19, it shall indemnify the Bank against any inaccuracy in its work which might surface during the implementation of the project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of Service Provider or arises out of its failure to conform to good industry practice. Service Provider shall also be responsible for promptly correcting, at its own cost and risk, the documents including such inaccuracy.

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

IN WITNESS WHEREOF this Deed has been executed at _____ by the aforesaid bidder through its Authorized Representative, in the presence of witnesses.

Witness: 1. (Signature, name and address) 2. (Signature, name and address)	(Authorised Signatory) Name of the Authorised signatory: Address and seal of the Consultant:
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