# On-line Request for Proposal (e-RFP)
# For
# Selection of Book Running Lead Managers/Merchant Bankers for Proposed Qualified Institutional Placement (QIP)

**e-RFP Ref. No. JKB/CHQ/GST/ Merchant Bankers-QIP/2026-1774**
**Dated: 23-06-2026**

**Issued by**
**Capital Committee Executive**
**Jammu and Kashmir Bank Limited**
**Corporate Headquarters**
**M.A. Road, Srinagar – 190001**
**Website: https://jkb.bank.in/tenderNotice**
**Email: bond@jkbmail.com**

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# 1. Disclaimer

1.1 The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/ email by or on behalf of J&K Bank , is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

1.2 This RFP is neither an agreement nor an offer and is only an invitation by the Bank tothe 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. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP at any given time. No contractual obligation whatsoever shall arise from the RFP process until aformal contract is signed and executed by duly authorized officers of the Bank with the Successful Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP.

1.3 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.

1.4 The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

1.5 The Bidder shall bear all the costs associated with or relating to the preparation and submission of its Bid. All such costs and expenses will remain with the Bidder and 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 in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1.6 Each Bidder having responded to this RFP acknowledges to have read, understood and accepts the selection & 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.

1.7 Bidder will, by responding to this RFP, be deemed to have accepted all the terms and conditions of this RFP document.

1.8 J&K Bank may, in its absolute discretion, seek additional information or material from any Bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder’s response. However, this in no way means that the Bidder has any additional right to be selected.

1.9 J&K Bank may, in its absolute discretion, engage in discussion with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response. However, this in no way means that the Bidder has any additional right to be selected.

## 2. Bid Details

| | |
|---|---|
| e-RFP Reference Number | JKB/CHQ/GST/ Merchant Bankers-QIP/2026-1774<br>Dated: 23-06-2026 |
| Department Name | Capital Committee Executive, Corporate Headquarters, M.A. Road, Srinagar, J&K - 190001 |
| Mode of Bids Submission Online | Online, through Bank's e-Tendering Service Provider's portal: https://jkbank.abcprocure.com |
| Contact details of issuing Department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP) | Javid Ahmad Mir<br>Senior Manager, Finance Vertical<br>Corporate Headquarters, M.A. Road, Srinagar – 190001<br>E-mail: bond@jkbmail.com<br>Mobile No: +91-9622645432 |
| Scope of work | Merchant Banking Services/Book Running Lead Manager |
| Tender Type | Open |
| Bid Document Availability including changes/amendments, if any to be issued | Bid document can be downloaded from and submitted on Bank's e-Tendering Services Provider's Portal https://jkbank.abcprocure.com from June 24 2026 16.00 Hrs to July 08, 2026, 17.00 Hrs |
| Last Date for Pre-Bid Queries & submission Mode | All clarifications/queries shall be raised online only through e-Tendering Portal https://jkbank.abcprocure.com by or before June 30, 2026 17.00 Hrs |
| Pre-bid Queries Response date | All communications regarding points/queries requiring clarifications shall be given online through prescribed e-Tendering Portal on<br><br>July 03, 2026. |
| Last Date of Submission of RFP Bid | July 08, 2026, 17.00 Hrs. |
| Opening & Place of opening of Technical and Financial Bids | The bids shall be opened on July 09, 2026 |
| Cost of Bid Documents (Non-Refundable) | Rs.1500/-/- (Rupees One Thousand Five Hundred only) to to be credited through Bank Transfer/NEFT only vide below details:<br>Account Name: Tender Fee/Cost Account<br>16-digit Account No : 9931530300000001<br>IFSC Code: JAKA0HRDCHQ<br>Bank: The J&K Bank Ltd<br>Branch: Corporate Headquarters MA Road Srinagar J&K - 190001<br>UTR Number / Tran No. & Date may be uploaded as proof on e-Tendering Portal |

<table>
<tr><td>Earnest Money deposit(EMD)<br>(Refundable)</td><td>Rs 5,00,000/- (INR Five Lakh only) to be transferred to Bank through NEFT/RTGS mode.to be transferred to the following a/c with Bank details given as:<br>Account Name: Earnest Money Deposit (EMD)<br>16-digit Account No : 9931070690000001<br>IFSC Code: JAKA0HRDCHQ (0 denotes zero)<br>Bank: The J&K Bank Ltd<br>Branch: Corporate Headquarters<br>MA Road Srinagar J&K – 190001<br><br>(UTR Number & Date / Tran No. & Date to be uploaded on e-Tendering Portal as Proof of the EMD)</td></tr>
<tr><td>Eligibility & Technical Criteria</td><td>As per RFP Document</td></tr>
<tr><td>Updates/Amendments/Corrigendum</td><td>All the Corrigendum’s/Updates will be uploaded on online tender portal https://jkbank.abcprocure.com only</td></tr>
<tr><td>For e-Tender related Queries</td><td>Service Provider:<br>M/s. E-procurement Technologies Limited<br>( Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College,<br>Ahmedabad- 380006, Gujarat<br>Help Desk:
<table>
<tr><th>Sr. No</th><th>Name</th></tr>
<tr><td>1</td><td>Sandhya Vekariya – 6352631968</td></tr>
<tr><td>2</td><td>Suraj Gupta – 6352632310</td></tr>
<tr><td>3</td><td>Ijlalaehmad Pathan – 6352631902</td></tr>
<tr><td>4</td><td>Imran Sodagar - 9328931942</td></tr>
</table></td></tr>
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**Note:**

A. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

B. J&K Bank reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on Bank’s website.

C. All timings are in ISD – Indian Standard Time = GMT + 5.30 Hours

## 3. ABBREVIATIONS USED IN THIS DOCUMENT

| | | |
|---|---|---|
| 1 | FPO | Follow on Public Offer |
| 2 | QIP | Qualified Institutional Placement |
| 3 | EMD | Earnest Money Deposit |
| 4 | RBI | Reserve Bank of India |
| 5 | SEBI | Securities and Exchange Board of India |
| 6 | TDS | Tax Deducted at Source |
| 7 | GST | Goods and Services Tax |
| 8 | BRLM | Book Running Lead Manager |
| 9 | RFP | Request for Proposal |
| 10 | IPO | Initial Public Offer |
| 11 | BFSI | Banking, Financial Services and Insurance |
| 12 | CVC | Central Vigilance Commission |
| 13 | IPR | Intellectual Property Rights |
| 14 | RTA | Registrar and Transfer Agent |
| 15 | BSE | Bombay Stock Exchange |
| 16 | NSE | National Stock Exchange |
| 17 | LODR | Listing Obligations and Disclosure Requirements |
| 18 | QIB | Qualified Institutional Buyer |
| 19 | SCSB | Self Certified Syndicate Banks |
| 20 | ICDR | Issue of Capital and Disclosure Requirements |
| 21 | FDI | Foreign Direct Investment |
| 22 | INR | Indian National Rupee |
| 23 | NIB | Non-Institutional Buyer |
| 24 | RoC | Registrar of Companies |
| 25 | MB | Merchant Banker |

## 4. ABOUT THE BANK

Jammu and Kashmir Bank Limited (J&K Bank) is a Scheduled Commercial Bank and one of the oldest private sector Bank in India, incorporated in 1938 and having its Head Office at Srinagar. J&K Bank is a government company with the promoter's viz. Governments of Union Territories of J&K and Ladakh owning a combined 59.40% of the shareholding of the Bank. The shares of the Bank are listed on NSE and BSE and actively traded on both exchanges. Bank functions as a leading bank in the Union Territories of Jammu & Kashmir and Ladakh. The Bank has a network of around 1017 branches and 1437 ATMs spread across India. The Bank also has a wholly owned subsidiary and one associate. The Bank's standalone deposits, net advances and total assets were Rs.1,65,354 crores, Rs.1,22,641 crores and Rs.1,89,193.99 crores respectively as on March 31, 2026. The Bank posted a standalone net profit after tax of Rs.2363.47 crores for FY 2025-26.

J&K bank caters to banking requirements of various customer segments which includes Business enterprises, employees of government, semi-government and autonomous bodies, farmers, artisans, public sector organizations and corporate clients. The bank also offers a wide range of retail credit products, including home, personal loans, education loan, agriculture, trade credit and consumer lending, a number of unique financial products tailored to the needs of various customer segments.

## 5. PROPOSAL

5.1 The Bank intends to tap capital markets via QIP for raising equity capital up to Rs.750 crores. The issue size may vary based on various factors including but not limited to management discretion, decision of board of directors and the decision of the shareholders. The Bank intends to initiate the work relating to appointment of Book Running Lead Manager ("**BRLM**") and other intermediaries to prepare the requisite documents and to undertake various activities in relation to the QIP.

5.2 The Bank invites proposals from interested registered category – I Merchant Bankers (hereinafter referred to as "Merchant Bankers/ Bidders/ BRLM/ Lead Managers) to act as BRLMs in the proposed QIP of the Bank through this RFP document.

5.3 Proposals are hereby invited from reputed Merchant Bankers registered as such with the Securities and Exchange Board of India (SEBI), independently and not in consortium, having a valid certificate with expertise in handling capital market issues including Initial Public Offer (IPO), Follow on Public Offer (FPO) and Qualified Institutional Placement (QIP) and fulfilling eligibility criteria to assist and advise the Bank in the QIP process.

## 6. SCOPE OF WORK

The terms and conditions for submission of proposal, selection and appointment are enumerated as under:

The BRLMs will be required, interalia, to undertake tasks related to all aspects of the QIP as prescribed under Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulation 2018 (as amended from time to time) **(SEBI ICDR)** and subject to related domestic and international legislations, including but not limited to, as mentioned below:-

(i) Advise the Bank on the timing and the modalities of the QIP.

(ii) Undertake due diligence activities and prepare the Draft Placement Document/Placement Document and completing all stipulated requirements and formalities of regulatory/statutory authorities.

(iii) Structure the transaction in conformity with the applicable laws, especially the extant regulatory and statutory framework including under the Banking Regulation Act, 1949, Companies Act, 2013, SEBI Act, 1992 and the Securities Contract (Regulations) Act, 1956, SEBI ICDR Regulations 2018, SEBI (Listing Obligations & Disclosure Requirements) Regulations 2015, Foreign Exchange Management Act, 1999, FDI norms and other applicable statutes, Rules, Regulations, or the directions issued by the Stock Exchanges.

(iv) Advise the bank on all matters related to the transactions, including but not restricted to the following: (a) regulatory norms, disclosure and disclaimer requirements and generally assist in securing the requisite statutory and regulatory approvals and/ or exemptions and/ or clarifications, as may be deemed necessary from SEBI, Stock Exchanges, RBI, and other regulatory and statutory authorities, (b) filing of returns or notices with stock exchanges, Registrar of Companies or any other statutory and/ or regulatory authorities and assist in completing all the requirements and formalities; and (c) preparation of requisite literature for circulation, publication, etc. relating to the transaction.

(v) Preparation of the Draft Placement Document / Placement Document and filing the same with Stock Exchanges.

(vi) Guide, facilitate and advise the Bank on the regulatory norms and assisting in securing approval and exemptions, wherever necessary, from various regulatory agencies and others and completion of regulatory requirements.

(vii) Ensure best pricing for the Bank.

(viii) Conduct pre-market survey, road shows, generate interest amongst prospective investors and undertake the book building exercise for the Bank. Arranging meetings with the key investors and facilitate communication about the growth potential of the Bank and articulating the key marketing themes and positioning of the Bank.

(ix) Assist in selection of intermediaries (Legal counsel, RTA, etc.), if any, to be appointed by the Bank and coordinate the work of all intermediaries.

(x) Undertake market research, pricing of the QIP, allocation of shares and after sales support.

(xi) Perform all other responsibilities and render all assistance as may be required in connection with the QIP, and ensure that the QIP issue is a success.

(xii) Ensure completion of all post transaction related activities as laid down in the applicable laws including SEBI Regulations and/or NSE and/or BSE rules and the LODR, etc.

(xiii) Transfer of shares on offer to the designated stock exchanges, completion of all formalities for allotment and credit of equity shares to investors, listing and trading approvals.

(xiv) Manage the issue with the resources of adequate professional skill to ensure best outcome.

(xv) Providing any analytical and transactional support required by the Bank for successful completion of the QIP issue.

(xvi) Prepare and approve the statutory advertisements for publication.

(xvii) Perform any other activity incidental or arising out of the said issue.

(xviii) Within 3 days from the date of issue of the appointment letter, the selected BRLMs will submit to the Bank:

- The details of inter-se allocation of responsibilities in relation to the QIP, amongst the BRLMs and/or their affiliates. The Inter-Se submitted by the selected Merchant Bankers shall be evaluated by the Bank and they may be required to make certain alterations and resubmit the Inter-Se. The revised Inter-Se should be submitted to the Bank within 2 days of finalization of the revisions in the Inter-Se with the Bank. The revised Inter-Se, upon formal acceptance, shall become final and binding Inter-Se of action which the BRLMs would be required to implement.
- A detailed strategy for reaching out to the investors so as to create awareness about participation in the QIP issue.
- A detailed project plan along with brief of all tasks to be undertaken with specific timelines.

(xix) The selected BRLMs will be required to ensure media management and public relations so as to generate adequate publicity for the Bank within the realms permitted by SEBI.

(xx) **Post Issue Deliverables**

- Reconciliation of subscription amount along with banking confirmations and original applications.
- Assisting the Bank in allotment of shares under QIP at NSDL and CDSL within the due date.
- Assisting the Bank in preparation of final documents and listing of QIP with stock
  exchange(s) within the set timelines.
- Assisting the Bank in payment of interest on application/refund, if any, within the due date.

- Assist the Bank in filing various statutory documents with SEBI/stock exchange(s)/RoC.
- Facilitating transfer of sale proceeds to the Bank and shares to the applicants.

**Note: The scope of work is only indicative & illustrative.**

## 7. ELIGIBILITY CRITERIA

Eligibility criteria and the details of documents required to be submitted are as under:

| S No | Eligibility Criteria | Documents Required |
|---|---|---|
| 1 | Bidder should be a registered Category-I Merchant Banker/BRLM holding valid certificate issued by SEBI and qualified to undertake the subject assignment. The certificate of registration with SEBI should remain valid till the completion of all activities relating to the QIP. | SEBI Registration Certificate duly certified by the Whole Time Director/Company Secretary |
| 2 | Bidders should have handled at least three domestic equity issues (IPO/FPO/QIP) for an aggregate size of Rs.3000 crores or more with at least one domestic equity issue in BFSI (Banking Financial Service & Insurance) space with an issue size of Rs.1000 crore or more during the period from 1st April, 2021 to 31st March 2026. | a. Details of issues handled during the period from 1st April, 2021 to 31st March 2026 shall be submitted as per the Annexure- IV B on the letter head of bidder.<br>b. Satisfactory completion certificate from the client entity or Chartered Accountant to this effect is to be submitted |
| 3 | The bidding Merchant Bankers should not have been prohibited by any regulatory authority or Court or Tribunal in offering such services and should not have been blacklisted/debarred by Central Government or State Government or SEBI or RBI or by any other Regulatory authority in the past. | Undertaking letter from Authorized Signatory on the Letter head of bidder as per Annexure II is to be submitted. |
| 4 | The bidding Merchant Bankers should give an undertaking that no action has been initiated by SEBI/CVC/RBI or any other Government/Statutory agency/Regulator with regard to any financial irregularities. | |
| 5 | The selected Merchant Bankers would be required to sign the non-disclosure agreement with the Bank. Failure to sign the same would make their appointment null and void. | Non- Disclosure Agreement on the stamp paper of requisite amount as per Annexure – VI |

| | | |
|---|---|---|
| 6 | The interested Bidders fulfilling eligibility criteria mentioned above are advised to furnish letter of consent as per format given in Annexure – I as a part of the proposal. | Letter of consent duly signed by the authorized signatory on the letter head of bidder as per format given in Annexure – I shall be submitted. |

## 8. CONFLICT OF INTEREST

The Bidder shall not have a conflict of interest that may affect the Selection Process or the Assignment. Any Bidder found to have a conflict of Interest shall be disqualified. It is further clarified that:

- The Bank requires that the BRLMs provides professional, objective, and impartial advice and, at all times, holds the Bank's interests paramount, avoids conflicts with other assignments or its own interests and acts without any consideration for future work.
- The BRLMs shall not receive any remuneration in connection with the assignment except as provided in the contract.
- The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of the Bank, or that may reasonably be perceived as having this effect. The bidders will disclose in their proposal/bid details of any circumstances, including personal, financial and business activity that will, or might, give rise to a conflict of interest if they are awarded contract pursuant to RFP.
- If bidder identifies any potential conflict, at any stage of their engagement, they should forthwith inform the Bank and state how they intend/plan to avoid such conflicts.

## 9. SUBMISSION OF PROPOSAL

9.1 Interested and eligible bidders may submit their proposal in the prescribed format with complete information. The proposal duly filled in, along with all supporting document(s)/ information should be submitted to the bank through online e-tendering portal **https://jkbank.abcprocure.com**. All submissions, including any accompanying documents, will become the property of Bank. The bidder shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process.

The proposal should be submitted along with a non-refundable fee of Rs.5000/- plus 18% GST by way of transfer to the account as per the details mentioned at Point 2 – Bid Details.

9.2 The validity period of the bid is 180 days from the last date of submission of the Bids.

9.3 **Earnest Money Deposit (EMD):**

a) The bidder shall submit, as a part of its bid, an Earnest Money Deposit (EMD) in the form of transfer to the account as per details mentioned at point 2 – Bid Details for an amount of Rs.5,00,000/- (Rupees Five Lakh only).

b) In the event of its non-submission, the bid will be rejected without any further correspondence.

c) No interest will be paid on EMD.

d) The EMD amount of all unsuccessful bidders would be refunded upon occurrence of any of the following events, whichever is earlier:

- Receipt of acceptance of the contract from the successful bidder; Or
- The end of the bid validity period, including extended period (if any).

e) Successful Bidder will be refunded the EMD amount after successful completion of the issue, including all compliances and approvals.

f) The EMD may be forfeited if:

- Bidder withdraws its bids during the period of bid validity.
- Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
- In case of successful Bidder, if the Bidder fails to sign the contract.
- In case of breach of any of the terms and conditions of this RFP

Besides forfeiting the EMD, the Bank may black list the bidder from subsequent bidding for a period of 3 years.

9.4 In case, the Bank extends the scheduled date of submission of the proposal, the proposals shall be submitted within the extended date. All rights and obligations of the Bank and applicants will remain the same.

9.5 No modification in the Proposal shall be allowed, once it is submitted to the Bank.

9.6 The Bank reserves the right to accept or reject any or all proposals, without assigning any reasons whatsoever and without any cost & compensation therefor. The decision of the Bank management in regard to the selection of Merchant Banker will be final and absolute.

## 10. CONTENT OF THE BID DOCUMENTS

10.1 The Bidder must thoroughly study /analyse and properly understand the contents of this RFP document, its meaning and impact of the information contained therein. The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder. In case any correction are made, the same should be duly stamped and initialled / authenticated by the person/(s) signing the Bid.

10.2 Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid.

10.3 Nothing in this RFP or any addendum / corrigendum or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addendum, if any.

10.4 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.

10.5 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.

## 11. MODIFICATION TO THE RFP

At any time prior to the deadline for submission of bids, the Bank may modify any part of this RFP document. Such change(s), if any, will be made available to the Bidders by way of corrigendum/addendum and shall be made available on the Bank's online tender portal https://jkbank.abcprocure.com. All such change(s) will automatically become part of this RFP and will be binding on all applicants. The Bank, at its discretion may extend the deadline for submission of bids in order to allow prospective applicants a reasonable time to take the modification into account. However, this cannot be claimed as a matter of right by the Bidders.

## 12. CANCELLATION OF RFP

Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders. The decision of the Bank in this regard shall be final and binding.

## 13. CORRUPT AND FRAUDULENT PRACTICES

**13.1** It is required that bidders observe the highest standard of ethics during the procurement and execution of such contracts and not to indulge in any corrupt and fraudulent practices.

**13.2** "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.

13.3 "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.

13.4 The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

13.5 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.

**14. ACCEPTANCE OF TERMS**

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP including any amendments been made therein.

**15. AUTHORIZED SIGNATORY**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and complete any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary or Power of Attorney duly stamped, authorizing on official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond as per Annexure III.

**16. BID INTEGRITY**

Wilful misrepresentation of any fact in 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 proposal for the purpose of evaluation, to disclose the contents of their proposal to other Bidders and to disclose and/or use the contents of their proposal as the basis for RFP process.

**17. REQUIREMENTS OF BID SUBMISSION**

**17.1 Technical Bid**

a) The Technical Bid should comprise of the following documents:

- All pages of this RFP along with corrigendum/addendum, if any, issued by the Bank, to be submitted duly stamped and signed by the authorized signatory of the Bidder.
- The Technical Bid shall be submitted in the format exactly as required in Annexure –IV to IV F;
- Detailed information about the team as per Annexure –IV D
- It should be ensured that i) all documents are submitted and signed by the authorized signatory and ii) Technical Bid does not contain any price information. Such proposals if received will be rejected.

b) The Bank will scrutinize the bids received to determine whether they are complete as per RFP requirement, whether technical documentation as asked for and required, to evaluate the bid has been submitted, whether the documents have been properly signed and whether items are offered as per the RFP requirements.

c) If deemed necessary, the Bank may seek clarifications on any aspect from the Applicant. The Bidder has to respond to the Bank and submit the relevant proof/supporting documents required against clarifications, if applicable. 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.

d) The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank. However, no post bid clarification at the initiative of the Bidder shall be entertained.

e) The Bank reserves the right to reject any Proposal if the Bidder does not provide, within the time specified by the Bank, the supplemental information sought by the Bank for evaluation of the Proposal.

f) The Bidder must provide specific and factual replies to the information sought in the RFP.

g) The technical proposal will be evaluated as per the criteria & their respective scores as mentioned at Point 20-b).

h) The Proposals are to be submitted in detail as indicated in the following sections. The weightage for evaluation of the Merchant Bankers/BRLMs in respect of each criterion has been indicated against each section. The Technical evaluation will be done on the weightage of 100 initially to be normalized to 70% in the final scores.

### 17.2 Financial Bid

- The Bidders are required to submit financial bid in the format as per Annexure V duly signed by the person authorized to sign the proposal. The fee quoted shall be unconditional and irrevocable.
- The fee quoted by the Bidder should be exclusive of GST but inclusive of out of pocket expenses, charges, etc. GST should be indicated separately while raising the bills for payment of fee. The payment to BRLM shall be subject to TDS as per applicable laws. All bills are to be raised in INR and will be payable in INR only after successful and satisfactory closure of the transaction.
- The offer must be made in % of amount mobilized and allotted.
- While submitting the Financial Proposal, the Merchant Banker shall ensure that all the costs associated with the assignment are included in the Financial Proposal. No separate claims/bills relating to the remuneration for all the Personnel (in the field, office, etc.), accommodation, air/transit fare, equipment, printing/typing of documents, surveys, technical investigations etc. will be entertained. However, any regulatory fees like depository fees, listing fees will be paid over and above the quoted fees. The fee structure indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- Bidders to note that no drop dead fee will be payable, if the issue does not fructify for any reason whatsoever.

## 18. <u>TERMS OF PAYMENT</u>

There shall be no advance payments.

a. 90% of the agreed professional fees will be paid on the receipt of the proceeds of the QIP, by the Bank.
b. Retention Money: 10% of the Professional Fees amount will be retained by the Bank as Retention Money and the amount retained shall be paid after completion of all the formalities by the BRLMs.

## 19. PENALTY

The Bank may charge penalty for any delay in the execution of the project due to reasons attributable to the BRLMs viz. delay by the BRLMs etc. at the rate of 1% per week of the contract value subject to a maximum of 10% of the contract value. The penalty will be calculated on the amount of fixed fee quoted for the assignment.

## 20. SELECTION PROCEDURE

a) All bids shall be evaluated by an Evaluation Committee constituted/to be constituted for this purpose by the Bank. Based on the technical bid submitted by the Bidder and the presentation made by them before the Evaluation Committee of the Bank, technical evaluation of the eligible bidder will be carried out as furnished in Clause 20.c)

b) The Bidders meeting the eligibility criteria would be required to make a presentation (Maximum of 30 minutes) before the Evaluation Committee of the Bank on the methodology/approach, time frame for implementation, merchant banking services/activities. The presentation can be made physically or virtually. The technical capabilities and competence of the Bidder should be clearly reflected in the presentation. The Evaluation Committee of the Bank may interact with the Bidder or bidder's authorized representatives during the presentation. The time schedule will be emailed separately at the contact e-mail id provided by the Bidders. Order of presentation will be decided by the Bank.

c) The Technical Score will be calculated based on the parameters mentioned below:

| S No | Evaluation Parameter | Marks | Maximum Marks |
|---|---|---|---|
| 1. | Presence of the firm in India:<br>• More than 7 years<br>• More than 5 to 7 years<br>• Upto 5 years | <br>10<br>07<br>05 | 10 |
| 2. | **Experience in handling Domestic Equity capital Issues during the period from 01.04.2021 to 31.03.2026 through IPO/FPO/QIP** | | **40** |
| | a) Cumulative Issue Size handled :<br>• More than 5000 crore<br>• More than 4000 crore upto 5000 crore<br>• More than 3000 crore upto 4000 crore | <br>15<br>10<br>05 | 15 |
| | b) Number of issues in BFSI space: | | |

| | | | |
|---|---|---|---|
| | • More than 5<br>• More than 3 upto 5<br>• Atleast 1 upto 3 | 15<br>10<br>05 | 15 |
| | c) Single issue size in BFSI space<br>• More than 1500 crore (For each increase of 100 crore beyond 1500 crore, 1 marks will be given subject to ceiling of 10 marks)<br>• At least 1000 crore upto 1500 crore | 10<br><br>05 | 10 |
| 3. | **Experience & Commitment of the Core Team proposed to be assigned for handling the Bank"s Issue** | | **20** |
| | a) Average Work Experience of the core team in respect of handling of IPO/FPO/QIP:<br>• More than 5 years<br>• More than 3 years upto 5 years<br>• Upto 3 years | 10<br>07<br>05 | 10 |
| | b) Commitment of the core team:<br>• More than 5 full time professionals in the core team (for each professional beyond 5 will be given 1 marks subject to ceiling of 10 marks))<br>• Upto 5 full time professionals in the core team | 10<br><br>05 | 10 |
| 4. | **Technical Presentation & Management Discussion** | | 30 |

Note: Supporting documents should be submitted in respect of above parameters, wherever applicable.

d) The Bidders securing technical score of 60 or more marks out of a total of 100 marks would be considered as technically qualified. In case, there is none or only one firm/company having technical score of 60 or more, the Bank may, at its discretion, also consider the next highest technical score(s) with a minimum score of 50.

e) The Evaluation Committee would open the Financial Bids of only the technically qualified bidders. The date and time of opening of the Financial Bids would be announced after the presentation of all the bidders.

f) The marks scored by shortlisted Bidders in the technical evaluation will then be given a weightage of 70%. Similarly, the Financial Bids of the Bidders will be given a weightage of 30%. On the basis of combined weightage score for Technical Evaluation score and Commercial Evaluation score, the MBs/BRLMs shall be ranked in order of their total combined score. The MBs/BRLMs obtaining the highest total combined score in Techno-Commercial evaluation will be ranked as H-1 followed by the BRLMs/MBs securing next highest score as H-2, H-3, etc. However, Bank may select and appoint any number of MBs/BRLMs with requisite experience who together will be designated as MBs/BRLMs.

The MBs/BRLMs on consultation with the issuer, will form a syndicate as required under the applicable law, guidelines and regulations. The Bank will select the BRLM who agree to undertake the assignment. The Bank will use waterfall (sequential ranking) for the next BRLMs in case any shortlisted BRLM does not accept the appointment.

g) The Bank reserves the right to engage in reverse auction with all the technically qualified bidders.

h) The Bidder scoring the highest points/marks (H1) based on the above principles would be appointed for transaction. The other evaluated BRLMs who are ranked as H2, H3 and so on in that order would be asked to accept the fees quoted by H1 (in case they have quoted a fee higher than H1) and the parties who so accept the fees quoted by H1 will also be appointed till the required number of BRLMs are reached.

i) The fee quoted by H1 would be paid proportionately to appointed BRLMs based on their share of total amount allotted out of the amount mobilized by them. However, if any selected BRLM has quoted a lower fee than the fee quoted by H1, in that case the concerned BRLM will get proportionate fee quoted by them (i.e. lower fees) on their share of total amount allotted out of the amount mobilized by them.

**j) Techno-Financial Evaluation of Bids (Example)**

Suppose three BRLMs qualify based on the technical score as per details below:

| Name of Bidder | Marks scored on technical parameters (out of 100) | Technical Score* |
|---|---|---|
| A | 90 | 100 |
| B | 82 | 91.11 |
| C | 75 | 83.33 |

*A has secured the highest marks in technical evaluation and therefore has been allocated 100 marks. The final technical scores of other Bidders will be computed as follows:

B = (100x82)/90 = 91.11

C= (100x75)/90 = 83.33

**Financial Bid Details**

| Name of Bidder | Financial Bids (%) | Financial Score** |
|---|---|---|
| A | 0.60% | 50 |
| B | 0.30% | 100 |
| C | 0.90% | 33.33 |

** B has quoted the lowest bid and therefore has been allocated 100 marks. The final financial scores of other Bidders will be computed as follows:

A = (100*0.30)/0.60 = 50

C = (100*0.30)/0.90 = 33.33

**Combined Techno-Financial Score**

| Name of Bidder | Technical Score (Weightage 70%) | Financial Score (Weightage 30%) | Total Score | Ranking |
|---|---|---|---|---|
| A | 100*0.7 = 70 | 50*0.3 = 15 | 85 | H2 |

| | | | | |
|---|---|---|---|---|
| B | 91.11*0.7 = 63.78 | 100*0.3 = 30 | 93.78 | H1 |
| C | 83.33*0.7 = 58.33 | 33.33*0.3 = 10 | 68.33 | H3 |

## 21. RESOLUTION OF DISPUTES

21.1 All disputes or differences whatsoever arising between the selected bidder(s) and the Bank out of or in relation to the construction, meaning and operation or effect of the Contract/Agreement, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with The Arbitration and Conciliation Act, 1996 by a sole Arbitrator appointed by the Parties by mutual consensus. The Arbitration award shall ne final, conclusive and binding on the parties.

21.2 Work under the Contract/Agreement shall be continued by the selected bidder(s) during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

21.3 The Contract with the selected bidder shall be governed in accordance with the Laws of India read with the local laws of the UT of J&K, wherever applicable, for the time being in force and will be subject to the exclusive jurisdiction of Courts at Srinagar (with the exclusion of all other Courts). The venue of the arbitration shall be at Srinagar, India.

21.4 Each party shall bear the cost of preparing and presenting its case. The cost of arbitration, including fees and expenses of the arbitrators shall be shared equally by the parties unless the award otherwise provides.

## 22. TERMINATION OF THE ASSIGNMENT

22.1 The Bank shall reserve the right to terminate the contract at any time by giving a thirty (30) days written notice in case the BRLMs fails to complete the work as per the specification and satisfaction of the Bank. In case of such termination, the Bidder shall be liable to face any loss suffered to the Bank as a result of such termination.

22.2 The Bank shall be entitled to terminate the Contract at any time by giving notice in the event of default as under, without the Bank being liable in any manner whatsoever to the selected bidder:

- If the Bidder fails to deliver/undertake any or all of the services within the time period(s) specified in the contract/work schedule/request or any extension thereof granted by the Bank at its sole discretion.
- If the Bidder fails to perform any other obligation(s) under the contract
- If it is found during the course of the transaction, that one or more of the terms and conditions laid down in this RFP has not been met by the bidder or the

bidder has made material misrepresentation or has given any materially incorrect or false information

22.3 The Bank may terminate the contract in whole or in part without prejudice to any other remedy as may be available for Breach of contract.

22.4 The Bank may at any time terminate the Contract by giving written notice to the BRLM, if the latter becomes bankrupt or otherwise insolvent. In such event, termination will be without payment of compensation to the BRLMs, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.

22.5 In case, if there is substantial change in the composition of the Team handling the QIP of the Bank which can significantly affect its execution, the Bank reserves its right to terminate the agreement with the said selected BRLM without any cost to Bank.

## 23. ACCOUNTABILITY

The Book running Lead Managers shall be accountable with respect to the following

i. Holding valid registration certificate throughout the duration of the QIP in accordance with the provisions of the SEBI (Merchant Bankers) Regulations, 1992 as amended from time to time.

ii. All the responsibilities indicated in Scope of work and any other activities that the Book Running Lead Managers may perform in connection with the QIP (including conducting road shows/investors' meet); and

iii. All the other obligations it is required to undertake in accordance with the applicable provisions of the SEBI (Merchant Bankers) Regulations, 1992, as amended, the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (including undertaking necessary due diligence) and the terms and conditions of the transaction agreements entered into with the BRLM in connection with the QIP.

*In case of violation of the any of the above mentioned terms and conditions, the Bank shall have the right to terminate the engagement of the BRLM in accordance with the terms and conditions of the transaction agreements entered into with the BRLM in connection with the QIP and take any other legal action or recourse as may be available to the Bank under the applicable laws. BRLMs shall be fully liable to the Bank for all cost, risk and consequences arising therein.*

## 24. CONFIDENTIALITY & SECRECY

The Bidders including the selected Bidders shall be bound to maintain utmost confidentiality of any kind of Information of the Bank and its customers, clients etc. whether verbally or in writing made known or accessible to the Bidders/selected bidders ("Confidential Information").

The bidder must undertake that they shall hold in trust any Information received by them under the RFP/Contract, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract and only as permitted by Bank;

- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the information disclosed to them in accordance with this Clause.
- To ensure that confidential information is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Bank. The Confidential Information will be safeguarded and the bidder will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.

  For the purpose of this clause "Confidential Information" shall mean all non-public information, of the Bank and its customers, clients which is accessible by or is available to the bidder directly or indirectly, whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form including, without limitation, any and all information relating to the Bank's staff or its clients/customers (whether past, present, or future), financial data, financial results and projections, costs and prices, details of Banks employees and consultants (past, present or prospective), technologies, technical and business strategies, business and marketing plans, marketing and sales techniques, pricing and other strategies, computer programs, software tools, source codes, object codes, protocols, product descriptions, development schedules, trade secrets or know how, customer information and IPR as well as any such information not generally known to third parties or received from others.

## 25. NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Bidders and the Bank until execution of a contractual agreement with the successful Bidder.

## 26. DISQUALIFICATION

Any form of canvassing/lobbying/exercise of influence/cartelization etc. by the Bidder will result in disqualification of such Bidder.
In case it is found during the course of the transaction or at any time before award of the assignment or after its execution and during the period of subsistence or after the period thereof, that one or more of the terms and conditions laid down in this Request for Proposal has not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Merchant Banker/ selling broker.

## 27. NO REPRESENTATION OR WARRANTY BY THE BANK

**27.1** The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential bidder may make in case of failure to understand the terms and requirements of this RFP and responds to the 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 and specify additional requirements or cancel this RFP at any time without assigning any reason there of and without any notice, at its sole discretion. All such changes or events will be uploaded on the Bank's e-tendering portal https://jkbank.abcprocure.com.

**27.2** While due care has been taken in the preparation of this document, the Bank will not be held responsible for any inaccuracy in the information provided herein. The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of all such information contained in the RFP.

**27.3** It is the Bidder's responsibility to examine this RFP; examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response to the RFP; and satisfy itself as to the completeness, correctness and sufficiency of all the information contained in its response to the RFP.

## 28. CONTRACT PERIOD

The contract shall be for a period of 12 months from the date of signing of the agreement.

## 29. E-REVERSE AUCTION

The Bank, may at its sole discretion opt for reverse auction after evaluation of the technical and financial bids. All the bidders who obtain the requisite minimum score in the technical scoring shall be notified of the date of reverse auction, which shall be conducted online through Bank's e-tendering portal https://jkbank.abcprocure.com.

## 30. INDEMNITY

The successful bidder shall indemnify and keep the Bank, its officers, directors, employees indemnified in respect of any loss, damage, liability or claim of whatsoever nature, arising out of or related to breach of contract, statutory duty or negligence by the firm or from the action of its employees, agents, etc.

## 31. FORCE MAJEURE

**31.1** The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond control of parties i.e. Force Majeure.

**31.2** For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to wars, riots, earthquakes, fire, epidemic, quarantine restrictions, any act of God, act of Government of India, trade embargos, or any other such cause, which is beyond the reasonable control of the party.

**31.3** The party claiming benefit of Force Majeure shall however not be entitled to the same unless it has intimated the other party of the occurrence of such an event within seven working days from the occurrence of such Force Majeure event indicating therein the steps that it is taking or intending to take to mitigate the effect of such Force Majeure on the performance of its obligations under this RFP and shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
Notwithstanding above, the decision of the bank shall be final and binding on the Selected Bidder regarding termination of contract or otherwise.

## 32 AWARD OF CONTRACT

32.1 The acceptance of the bid, will be communicated in writing to the successful bidder by means of issuance of final selection letter through e-mail and post at the address given by the bidder in the RFP response.

32.2 The offer of contract needs to be accepted unconditionally and such acceptance shall be delivered by the successful bidder in writing and/ e-mail within 3 days from the date of issuance of the selection letter.

32.3 The failure, delay or evasion by the successful bidder to accept the offer will result in cancellation of the offer and Bank retains its right to issue offer to the bidder with next highest score.

## 33. SIGNING OF AGREEMENT

The appointed Merchant Bankers/BRLMs will be required to enter into an Agreement as per Bank's prescribed format within stipulated time, as directed by the Bank, from the date of acceptance of the offer of the Bank. The failure, delay or evasion on the part of the successful bidder to execute the Agreement within the period mentioned will result in expiry of the validity of the bid. The confidentiality obligations shall be perpetual in case of termination of the Agreement on account of failure, delay or evasion on the part of the successful bidder to commence the project within 15 days from the date of notifying by the Bank, in addition to the termination of the agreement.

## 34. GOVERNING LANGUAGE

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

## 35. NON-ASSIGNMENT

Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by BRLMs without prior written consent of the Bank.

**Annexure I**

# LETTER OF CONSENT

(On the letterhead of the Bidder)

1. We hereby express our willingness to participate in the Merchant Banker(s) selection process of Bank for its proposed QIP Issue as per the terms and conditions mentioned in the RFP No. ________________________________ dated __________________

2. We confirm and certify that we satisfy the criteria as mentioned in Clause 7 of the said RFP i.e. we have handled one or more domestic equity issue (QIP/IPO/FPO) for an aggregate size of Rs.3000 crores or more with at least one domestic equity issue in BFSI (Banking Financial Service & Insurance) space with an issue size of Rs.1000 crore or more during the period from 1st April, 2018 to 31st March 2023.

3. We do agree to submit all the requisite documents as required by the Bank.

4. If selected as Merchant Banker(s)/Book Running Lead Managers by the Bank, our consent shall remain valid till completion of the assignment and we will not withdraw midway from the whole process of QIP transaction till its completion.

5. We are agreeable to finalize the agreements in mutual consultation with the Bank at the appropriate time.

6. We are agreeable to work with any other Merchant Banker(s)/Book Running Lead Manager(s) and other intermediaries as decided by the Bank from time to time.

7. We also agree that during the whole process of selection of Merchant Banker(s) / Book Running Lead Manager(s) for the proposed QIP issuance by the Bank, any of our officials shall not compromise the confidentiality.

8. Contact Details (Phone & Official email ID of Authorised person) are as under:

| | |
|---|---|
| Date: | Signature of the Authorized Signatory: |
| Place: | Name of the Authorized Signatory: |
| | Designation |
| | Name of the organization : |

*Note: The certificate should be signed by the authorized signatory of the bidder along with the seal of the bidder. The authorization shall be by Power of Attorney/Board resolution, as applicable, accompanying the Bid.*

**Annexure II**

**UNDERTAKING**

(On the letterhead of the Bidder)

"We hereby solemnly undertake and declare that there has been no conviction by a Court of Law or indictment/adverse order or blacklisting by SEBI or RBI or any regulatory or Governmental Authority or PSB/PSU against us or any of our sister concern(s). It is further certified that there is no investigation pending against us or our sister concern(s) or the CEO, Directors/Managers/Employees of our concern or of our sister concern(s) including before any Court/Forum /or (any Body constituted) relating to any offence or wrong doing. It is further certified that no resolution proceedings under IBC, 2016 have been initiated/ pending against us or our sister concern(s). It is certified that no conflict of interest exists as on date except as disclosed explicitly and if in future such a conflict of interest arises we will intimate the same to the Bank.

We agree that without the consent of the Bank (which consent in each case shall not be unreasonably withheld or delayed), while engaged in writing by the Bank as BRLM, until the trading of the Bank's new securities on a stock exchanges, we will not accept a written or a verbal mandate for any offering of equity of a Bank in India.

Further we hereby undertake that the decision taken by the Evaluation Committee of J&K Bank regarding the qualified Bidder shall be binding upon us."

We hereby undertake that we will have no claim against J&K Bank whatsoever in case of discontinuation of the process of QIP.

If at any point of time, our above undertaking is found to be incorrect, the Bank shall have full right and discretion to reject/terminate our bid/contract/appointment at any point of time without prior notice. No fee or any other expenses would be paid in such a case.

| | |
|---|---|
| Date: | Signature of the Authorized Signatory: |
| Place: | Name of the Authorized Signatory: |
| | Designation |
| | Name of the organization : |

*Note: The undertaking should be signed by the authorized signatory of the Bidder. The content of the undertaking should not be changed. Clarification, if any, is to be provided separately.*

**Annexure III**

## POWER OF ATTORNEY

We,__________________________ (name of Firm/company/organization and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms. ______________________ son/daughter/wife and presently residing at _____________________________, who is presently employed with us and holding the position of _____________________as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for 'Selection of Merchant Bankers / Book Running Lead Managers (BRLM) for Qualified Institutional Placement(QIP) by the Bank including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Bank, representing us in all matters before the Bank, signing and executing all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Bank in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/ or upon award thereof to us till and including the entering into of the Agreement with the Bank.

AND

We do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE……………….THE ABOVE NAMED PRINICIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ………DAY OF 2020
For………. (Signature, name, Designation and address)

Witness :
1)
2)

Notarized (Signature, name, Designation and address of Attorney)

*Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of value as per State Laws and duly noted by a notary public.*

**Annexure IV**

**TECHNICAL PROPOSAL**

To,
The General Manager/ Chief Financial Officer,
Finance Department,
J&K Bank Corporate Headquarters,
TRC, M.A.Road
Srinagar – 190001

Dear Sir,

**Request for Proposal - Selection of Book Running Lead Manager (BRLM) for Qualified Institutional Placement (QIP)**

With respect to the RFP No. ______________________________ dated __________________, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for "Selection of Merchant Banker / Book Running Lead Manager (BRLM) for Qualified Institutional Placement (QIP)"

1) The proposal is unconditional and unqualified.

2) All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3) This statement is made for the express purpose of appointment as the BRLM for the aforesaid Assignment.

4) I/We shall make available to the Bank any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5) I/We acknowledge the right of the Bank to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6) I/We certify that we have not been banned by any Central Government, any State Government, a statutory Bank, Public/ Private Sector Bank or a Public Sector Undertaking as the case may be from participating in any Project.

7) I/We certify that in the last three years, we have not been debarred by other Procuring Institution for transgressions of a Code of Integrity.

8) I/We declare that:

• I/We have examined and have no reservations to the RFP Documents, including any Addendum/ Corrigendum issued by the Bank.

- I/We have made a complete and careful examination of the RFP
- I/We have received all relevant information requested from the Bank
- I/We have satisfied ourselves about all matters, things and information, including matters referred to herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- I/We agree that the Bank shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Bank.
- I/We do not have any conflict of interest in accordance with Clause 8 of the RFP Document;
- I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Bank or any other public sector enterprise or any government, Central or State;
- I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- I/We certify that we have not made any changes from the contents of the RFP document read with its amendments/ corrigendum/ clarifications provided by the Bank submitted by us in our proposal. It is further certified that the contents of our proposal are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify our proposal.
- I/We hereby undertake that our firm's name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity

9) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the BRLM, without incurring any liability to the Applicants in accordance with the RFP document.

10) I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or Convicted by a Court of Law for any offence committed by us or by any of our Associates.

11) I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank in connection with the selection of BRLM or in connection with the Selection Process itself in respect of the above mentioned Project.

12) I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the BRLM services for the Project is not awarded to me/us or our proposal is not opened or rejected.
13) In the event of my/our firm being selected as the BRLM, I/we agree to enter into Bank's Contract/ Agreement which will be on the lines of this RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15) The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
16) I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Date:
Place:

Signature of the Authorized Signatory:
Name of the Authorized Signatory:
Designation
Name of the organization :

**Annexure- IV A**

## GENERAL INFORMATION

| S.N | Particulars | Details |
|---|---|---|
| 1 | Name of the Company/LLP/firm with registration/ membership number from SEBI | |
| 2 | Legal Status/Constitution | |
| 3 | Year of incorporation | |
| 4 | Country of Incorporation | |
| 5 | Year of commencement of business | |
| 6 | Registered Address/Principal place of business | |
| 7 | Contact details of authorized signatory:<br>Name<br>Designation<br>Address<br>Phone No<br>E-mail address | |
| 8 | Income Tax-PAN and GST Registration No. (please attach documentary evidence) | |

Date:
Place:

Signature of the Authorized Signatory:
Name of the Authorized Signatory:
Designation
Name of the organization :

**Annexure-IV B**

**DETAILS OF DOMESTIC PUBLIC OFFERINGS**
**(During the period from April 01, 2021 to March 31, 2026)**

(In Rs. Crores)

| Parameters | Mandate | Value |
|---|---|---|
| IPO | | |
| FPO | | |
| QIP | | |
| Total | | |
| Public offerings pulled out/withdrawn pre or post roadshow | | |

**DETAILS OF DOMESTIC PUBLIC OFFERINGS (BFSI Sector)**
**(During the period from April 01, 2021 to March 31, 2026)**

(In Rs. Crores)

| Parameters | Mandate | Value |
|---|---|---|
| IPO | | |
| FPO | | |
| QIP | | |
| Total | | |

Annexure- IV C

**STATEMENT SHOWING DETAILS OF PUBLIC OFFERINGS MOBILIZATION**
**(During the period from April 01, 2021 to March 31, 2026)**

| Particulars | QIB | | HNI | | Retail | | Amount (In Rs. crores) | % of mobilization in the corresponding issues |
|---|---|---|---|---|---|---|---|---|
| | No. of Issues | Amount | No. of Issues | Amount | No. of Issues | Amount | | |
| IPO | | | | | | | | |
| FPO | | | | | | | | |
| QIP | | | | | | | | |
| Total | | | | | | | | |

**Annexure-IV D**

**STATEMENT SHOWING INFORMATION ABOUT THE ORGANISATION AND TEAM**

A. Please furnish the organizational chart

**B. Details of team**

| **Particulars** | **Total years of experience** | **Years of experience with present organization** | **Location** | **No. of issues handled** | **Amount (In Rs. crores)** |
|---|---|---|---|---|---|
| International Banking Division (Members) | | | | | |
| Equity Capital Market (Members) | | | | | |
| Sales (Members) | | | | | |
| Research (Members) | | | | | |

**C. Details of proposed team to handle J&K Bank issue**

| **Particulars** | **Total years of experience** | **Years of experience with present organization** | **Location** | **No. of issues handled** | **Amount (In Rs. crores)** |
|---|---|---|---|---|---|
| International Banking Division (Members) | | | | | |
| Equity Capital Market (Members) | | | | | |
| Sales (Members) | | | | | |
| Research (Members) | | | | | |

Annexure-IV E

## STATEMENT SHOWING RESEARCH REPORTS DETAILS

| Research | Domestic Staff Strength (in number) | No. of Research Publication | Date of Publication of Last Report | Rating | Target Price |
|---|---|---|---|---|---|
| A. Sectors | | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| B. BFSI Companies | | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| C. Asset Management Companies | | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |

Annexure-IV F

## STATEMENT SHOWING LITIGATIONS, CONTINGENT LIABILITIES & CONFLICT OF INTEREST

### A. Pending Litigations and Contingent Liabilities

| S No | Statute | Financial Year | Amount (Rs. crores) | Forum where dispute is pending | Description |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

### B. Conflict of Interest

| S No | Company | Type of Issue | Amount (Rs. crores) | Expected Issue Date | Description |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

**Annexure V**

## FINANCIAL BID

To,
The General Manager/ Chief Financial Officer,
Finance Department,
J&K Bank Corporate Headquarters,
TRC, M.A.Road
Srinagar – 190001

Dear Sir

Sub: Financial Bid

With respect to the RFP No. ______________________________ dated _______________ for "Selection of Merchant Bankers / Book Running Lead Manager (BRLM) for Qualified Institutional Placement (QIP) ", we certify that we have read and understood the contents of the RFP. We unconditionally accept and abide by the terms & conditions specified therein.

Our financial bid is given hereunder:

| | |
|---|---|
| Quotation Title | Selection of Merchant Bankers/Book Running Lead Manager |
| Name of Merchant Banker/BRLM | |
| Contact Number | |
| Contact Person | |
| Fee for acting as Merchant Banker/BRLM to QIP. (Bid shall be inclusive of all expenses other than those mentioned below and taxes excluding GST. GST shall be paid as per the applicable rates in addition to the Bid amount.)<br>a) Stock Exchange Fees<br>b) Listing Fees<br>c) Depository Fees<br>d) Any other regulatory fees<br>(Bid has to be quoted in percentage terms. Bids in slab format are liable to be rejected) | As a percentage of the amount mobilized and allotted. |

This is to certify that the fee quoted by us for engagement as Merchant Bankers/BRLM for QIP of the Bank is in accordance with the terms and conditions laid down in the RFP displayed on the website of the Bank and is unconditional.

Date:
Place:

Signature of the Authorized Signatory:
Name of the Authorized Signatory:
Designation
Name of the organization :

Note:

i) All the costs associated with the assignment are included in the Financial Proposal. No separate claims/ bills relating to the remuneration for all the Personnel (in the field, office etc.), accommodation, air/transit fare, equipment, printing/typing of documents, surveys; technical investigations etc. will be entertained. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or. Condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

ii) All payments shall be subject to deduction of taxes at source as per Applicable Laws.

iii) A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

iv) Amount canvassed by the Bank from financial institutions like LIC, Banks etc., will not be considered for calculation/payment of fees.

**Annexure VI**

**NON-DISCLOSURE AGREEMENT**

***(To be executed on a non-judicial stamp paper of requisite value)***

WHEREAS, we, ____________________________________, having Registered Office at ________________________________,(hereinafter referred to as the BIDDER), are agreeable to execute "**Merchant Banking Services**" as per scope defined in the Request for Proposal (RFP) ________________________________________for Jammu and Kashmir Bank Ltd, having its Corporate office at, M. A. Road Srinagar, Jammu and Kashmir- 190001 (hereinafter referred to as the BANK) and,

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

WHEREAS, the BIDDER understands that in the course of submission of the offer for the said RFP and/or in the aftermath thereof, it may be necessary that the BIDDER may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the BIDDER agrees to all of the following conditions, in order to enable the BANK to appoint it as Merchant Banker and /or to grant the BIDDER specific access to the BANK's property/information, etc.;

i. The BIDDER will not publish or disclose to others, nor, use in any services that the BIDDER performs for others, any confidential or proprietary information belonging to the BANK, unless the BIDDER has first obtained the BANK's written authorization to do so;
ii. The BIDDER agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RFP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;
iii. The BIDDER shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (RFP) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the BIDDER for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance. The BIDDER shall take all necessary measures to ensure that the information/data obtained under the assignment is not passed on or disclosed.

Date:
Place:

Signature of the Authorized Signatory:
Name of the Authorized Signatory:
Designation
Name of the organization: