



Online Request for Proposal (e-RFP)
For
Rating, Data and Research Services
For J&K BANK

e-RFP Ref. No.: JKB/CHQ/PP/Data-Research/2025-1344
Dated: 15-03-2025

Issued by:
J&K Bank Ltd.
Corporate Agriculture & MSME Vertical
Corporate Headquarters,
M.A. Road Dalgate Srinagar
Kashmir 190001
J&K

SCHEDULE OF RFP

1. Bid Schedule

| | |
|---|--|
| e-RFP Reference No. | JKB/CHQ/PP/Data-research/2025-1344 Dated: 15-03-2025 |
| Date of Issue of RFP | 17-03-2025 |
| RFP Description | Rating, Data and Research Services For J&K BANK |
| Issuer of the RFP-Department | Corporate, Agriculture & MSME Vertical |
| Bank's Communication Details | J&K Bank Corporate, Agriculture & MSME Vertical 5th Floor CHQ, Srinagar Phone No -0194-2481930-35 Email Id – astpln@jkbmail.com |
| RFP Application Fee (Non – Refundable) | Rs. 5000 /- to be credited through NEFT only vide below details Account Name: TENDER FEE/COST ACCOUNT 16-digit Account No : 9931530300000001 or in the form of Demand Draft/Pay Order in favour of J&K BANK payable at Srinagar . The DD /Pay Order should be submitted along with the Technical Bid. |
| Bid Document Availability including changes/amendments, if any to be issued | NIT is available on and can be submitted on Bank's e-Tendering Services Provider's Portal https://jkbank.abcprocure.com/ from March 17, 2025 16.00 Hrs. April 07, 2025 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 March 26 ,2025 |
| 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 April 02, 2025 |
| Last Date of Submission of RFP | April 07, 2025 17.00 Hrs |
| Submission of online Bid | As prescribed in Bank's online tender portal https://jkbank.abcprocure.com/EPROC/ |
| 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/EPROC/ only. |

| For e-Tender related Queries | <u>Service Provider:</u> M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat | | | |
|------------------------------|---|-------------------|--|--|
| | <u>Help Desk:</u> | | | |
| | Sr. No | Name | Mobile No. | Email ID |
| | 1 | Utkarsh Pal | 6352632098 | utkarsh@eptl.in |
| | 2 | Mubassera Mansuri | 7859800621 | mubassera@eptl.in |
| | 3 | Sandhya Vekariya | 6352631968 | sandhya@eptl.in |
| 4 | Trupti Patel | 6352631766 | trupti.p@eptl.in | |

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.



Contents

SCHEDULE OF RFP 2

1. Bid Schedule..... 2

DISCLAIMER..... 3

A. INTRODUCTION 7

A-1. Brief about Bank: 7

A-2. Purpose of RFP..... 7

A-3. Eligibility Criteria..... 7

A-4. Scope of Work 8

A-5. Invitation for Tender Offer 9

B. EVALUATION PROCESS 9

B-1. Evaluation Methodology for Bids 9

B-2. Evaluation process 10

B-3. Preliminary Examination..... 11

B-4. Evaluation of Eligibility Criteria..... 11

B-5. Evaluation of Techno Commercial Bids 12

B-6. Techno Commercial Scoring 12

B-7. Arithmetic errors correction..... 14

B-8. Final Selection of the Eligible Bidder 15

C. RFP SUBMISSION 15

C-1. E-TENDERING PROCESS 15

C-2. RFP Fees 16

C-3. Performance Bank Guarantee (PBG) 16

C-4. Tender Process 17

C-5. Bidding Process..... 17

C-6. Deadline for Submission of Bids: 18

C-7. Bid Validity Period 18

C-8. Bid Integrity 19

C-9. Cost of Bid Document 19

C-10. Contents of Bid Document 19

C-11. Modification and Withdrawal of Bids..... 19



C-12. Payment Terms..... 20

D. GENERAL TERMS & CONDITIONS..... 20

D-1. Standard of Performance 20

D-2. Indemnity 20

D-3. Cancellation of Contract and Compensation 20

D-4. Liquidated Damages 20

D-5. Fixed Price 21

D-6. Force Majeure 21

D-7. Publicity 21

D-8. Assignment 21

D-9. Applicable law and jurisdictions of court 22

D-10. Resolution of Disputes and Arbitration clause..... 22

D-11. Execution of Service Level Agreement (SLA)/ Non-Disclosure Agreement (NDA) 22

D-12. 'NO CLAIM' Certificate 22

D-13. No Agency 23

D-14. Project Risk Management 23

D-15. Information Security: 23

D-16. Survival 25

D-17. Statutory Requirements 26

D-18. Bidder Utilization of Know-how 26

D-19. Corrupt and Fraudulent practice..... 26

D-20. Solicitation of Employees 26

D-21. Confidentiality Provision 26

D-22. Reverse Auction..... 27

D-23. Award Notification 27

D-24. Suspension of Work..... 27

D-25. Taxes and Duties 27

Annexures:27 to 43



A. INTRODUCTION

A-1. Brief about Bank:

The Jammu and Kashmir Bank Limited (J&K Bank / Bank) having its Corporate Headquarters at M.A Road Srinagar, J&K -190001 has its presence throughout the country with 1000+ Branches and more than 1100 ATMs. J&K Bank is a schedule commercial bank with its presence across the country. The Bank also designated as RBI's agent for banking business, and carries out the banking business of the Central Government, besides collecting central taxes for CBDT. The Bank, incorporated in 1938, is listed on the NSE and the BSE. Further details of Bank including profile, products and services are available on Bank's website at <https://www.jkbank.com>

A-2. Purpose of RFP

- a. The Jammu & Kashmir Bank Ltd., hereinafter called "J&K BANK" or "Bank" issues this "Request for Proposal" hereinafter called "RFP".
- b. The Jammu and Kashmir Bank is accepting proposals from Registered companies/LLP/bidders to render professional services to the Bank to provide Rating, Data and Research Services covering every aspect of the economy, which should help the bank to take effective credit decisions and other related business operations. The goal of this RFP is to identify and select the most capable bidder for J&K Bank's needs at a competitive rate of compensation.
- c. Bank solicits Proposals from eligible bidders having proven past experience and competence in providing rating and economic research services.
- d. This RFP document is neither an offer letter nor a legal contract, but an invitation for Request for Proposal.
- e. No contractual obligation on behalf of the Bank whatsoever shall arise from this RFP process unless and until a formal contract is signed and executed by duly authorized officers of J&K BANK and the bidder.
- f. Bank can modify any / all of the terms of this RFP giving due notification through the Bank's website/e-Auction Portal and shall be entitled to entertain Request for Proposal' (RFP) only from the eligible bidders who will be selected based on the requirement and laid out norms as set out in this document.
- g. 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.

A-3. Eligibility Criteria

- a. The bidder should be a registered company/LLP and should be in operation for a minimum period of (3) years in India till the date of this RFP.
- b. The Bidder should have at least (3) years of expertise and experience of handling Rating data, other data and Research services.

- c. The Bidder must have undertaken at least three similar project as defined in the Scope, in any Scheduled Commercial Bank or in any All India Financial Institution (as indicated by RBI) during last five years under reference. However, out of the three, the bidder should have done at least one similar consultancy project in schedule commercial Bank.
- d. The Bidder should have in-depth understanding of the Banks requirements from the data and research through the technical proposal showing technical capability and product features. Experience in providing economic data handling at national, sub national level (State Level), Sector & sub-sector wise.
- e. Banks/Financial Institutions, for which the assignment has been undertaken, must be in India with a minimum balance sheet size of Rs.25, 000 crore at the time of assignment acceptance.
- f. The Bidder should **not** have been in loss for at least two years out of the last three financial years i.e. FY 2021-22, 2022-23 & 2023-24.
- g. The Bidder should have the infrastructure for providing 24x7 support and attending timely to the customer grievances and also have its technical support center in India since last three years till the date of this RFP.
- h. The bidder should have positive net worth as per audited Balance sheet of the FY 2021-22, 2022-23 & 2023-24.
- i. The Bidder should have demonstrated capability and domain expertise in the area of Banking, Credit and Management of credit, market and operational risks, as evidenced from assignments completed for client banks/ financial institutions.
- j. The Bidder must have a valid GST registration certificate and PAN number.
- k. The bidder should not be a defaulter for any State Government or Central Government and should not have been blacklisted by regulator/ statutory body/ any banking or insurance company, financial institution/ organization operating in India, during last three years under reference.
- l. The Bidder should not be owned or controlled by any Director or Employee of J&K BANK and its subsidiaries/associate institutions.

A-4. Scope of Work

The objective of the this RFP is to have decision support system (DSS) for the bank that will enhance the decision making for the senior management across credit, risk and other functions of the bank. In coherence with this, Bank has shortlisted some of the variables across different markets & industries. The variables & indices listed below (but not limited to them) should be in the DSS. The bidder should also provide regular (daily/fortnightly/monthly/quarterly) updates on different industries & markets. The DSS also needs to be updated on real time basis.

Scope of Work

- Provides financial sensitivity analysis which includes gauging the weakening in financial strength of listed companies.
- Provides access to information on Industry Benchmarks, comparison of the financial of borrower with the industry aggregates on the basis of financial aggregates for atleast 3 years, shift in median rating, weighted average rating of the sector, etc.
- Provide access to information on trends in aggregate data across industries, products, peer benchmarking.
- Provides access to information on Economic Indicators like policy rate, deposit growth, sectoral deployment of Bank Credit etc.

- Provides scoring models of companies on the basis of relative strength of companies based on financials and other parameters.
- Provides access to details of bank wise facilities availed by the prospective company
- Supports creation of portfolio of borrowers rated by any credit rating agencies in India for monitoring the same.
- Supports Report building to provide Industry Risk, peer benchmarking etc.
- Provides access to company financials, credit rating reports of companies which provides assessment of business and financial risk, commentary on management and key financials along with rating history on companies.
- Provides detailed reports on listed companies.
- Provides updated information Rating Migration of the borrower over a period of time and comparing the rating migration of the borrower with the shift in the median rating of the industry it belongs.
- Supports daily tracking of rating actions across all rating agencies in India through automatic daily update of the platform.
- Allow users to create email alerts for any rating action & enables benchmarking a company on financial and rating changes.
- Identifies companies for potential business opportunities based on user-defined criteria covering financial and non-financial parameters such as outstanding rating, industry, sales, net-worth, profitability, location of company
- Provides analytical tools that inter alia include Financial Sensitivity Model, Financial Advantage Model and company score card.

A-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 products / services mentioned in this RFP.

The prospective bidders are advised to note the following: The interested bidders are required to submit the Non-refundable Application Fees of **₹5,000/- (Rs Five Thousand Only)** by way of NEFT, details of which are mentioned in Part C

1. Representatives of bidders who attend the pre-bid meeting are required to carry an authorization document from the company, an identity card for attending the meeting. However online meeting shall be preferred during situations like travel restrictions etc.
2. Technical Specifications, Price Bid, Terms and Conditions and various formats for submitting the tender offer are described in the tender document and Annexures.

B. EVALUATION PROCESS

B-1. Evaluation Methodology for Bids

Objective

- a. The objective of this evaluation methodology is to facilitate the selection of Bidder fulfilling minimum eligibility criteria and at optimal cost.

- b. The selected Bidder will be entrusted with end-to-end responsibility to meet the requirements as envisaged in this RFP.

B-2. Evaluation process

- a. To meet Banks' requirements as envisaged in the RFP, the selected Bidder must have the requisite experience and expertise.
- b. The evaluation process of the bids proposed to be adopted by Bank is indicated below. The purpose of it is only to provide the Bidders an idea of the evaluation process that Bank may adopt. Bank reserves the right to modify the evaluation process at any time during the Tender process (before submission of the technical and commercial responses by the prospective Bidder), without assigning any reason. Any time during the process of evaluation, Bank may seek specific clarification from any or all of the Bidders.
- c. Bank will evaluate proposals of the Bidders on the basis of technical capability. Therefore, Bidders should submit necessary details that would help evaluation for their responses. In order to evaluate the Bidder competence level and methodology for the assignment, Bidders may be required to make presentation to the evaluation committee, if felt necessary.
- d. Bank will constitute an Evaluation Committee to examine in detail the competence of Bidders to ensure capabilities to handle proposed project. Bank also reserves the right to include any outside consultants/experts in the said Evaluation Committee.
- e. The Bank has adopted a two stage bid process in which the Bidder has to submit following bids in separate *envelopes* at the time of submission of bids as stipulated in this document.
- f. **Techno Commercial Bids:** The Bank shall evaluate first the 'Eligibility Criteria' bids and based on its evaluation, 'Techno Commercial bids' shall be opened only for the bids qualifying the eligibility criteria. The final selection will be done based on the commercial evaluation of technically short listed Bidders subsequent to qualifying in eligibility criteria.
- g. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing via e-Mail, and it should be submitted within the time stipulated by the Bank. No change in the price of substance of the Bid shall be sought, offered or permitted.
- h. The decision of the Evaluation Committee shall be final with regard to the processes /evaluations mentioned herein.

- i. The Bank will be within its rights to ask the bidder to furnish any document at any point of time during technical evaluation and failure on the part of bidder to do so may lead to rejection of his bid.

B-3. Preliminary Examination

The Bank will **examine** the Bids to determine whether they are complete in all respect, the documents have been properly signed, supporting papers/ annexures attached and the bids are generally in order.

- a. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- b. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid amount, bid price, qualification criteria, insurance, Force Majeure, etc. will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the Bids on technical and functional parameters including witness demos, Bidder presentation, verify functionalities / response times, etc.
- c. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- d. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid. The decision of J&K BANK LTD would be final and binding on all the Bidders.
- e. The decision of the Bank would be final and binding upon all the Bidder.

B-4. Evaluation of Eligibility Criteria

- 1) Bids submitted by all the Bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with the eligibility criteria are liable to be disqualified/ rejected and will not be considered for further evaluation. Bank reserves the right to cancel the bid / call for clarifications in this regard.

- 2) Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the Bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

B-5. Evaluation of Techno Commercial Bids

- a. In this stage, the Techno Commercial Bids of the Bidders, who have qualified Eligibility criteria in previous stage, will be taken for techno commercial evaluation. Bidders who do not qualify the minimum eligibility Criteria will not be eligible for opening of Techno commercial bids.
- b. The techno commercial bids which are submitted in separate sealed envelopes of the qualified Bidders would be opened at this stage and evaluated individually.
- c. The date for opening of techno commercial bids will be separately intimated.
- d. The techno commercial evaluation will be carried out through a two stage process. The first stage will be the Technical Scoring based on competency requirements indicated above followed by the Commercial Scoring stage. Weightages for the first and second stages are 75% and 25% respectively.

B-6. Techno Commercial Scoring

I. Technical Bid scoring

For selecting the winning Technical bid, Relative Technical Score (RTS) method will be used for evaluation of RFP as detailed below.

The technical bids received from the Bidders will be opened on the subsequent date and time as mentioned in the 'Critical Information Summary'.

The evaluation/ selection process will be done with the combination of technical competence and commercial aspects. A maximum of 100 marks will be allocated for the technical evaluation based on criteria and weightages indicated below:-

| S. No | Evaluation Parameters | | Marks |
|------------|---|----|-------|
| 1 | Standing of the firm | | 20 |
| (a) | Standing of the Bidder with presence of minimum of 3 years in India | | 10 |
| | • Established for 15 years & Above | 10 | |
| | • More than 10 years: less than 15 years | 08 | |
| | • More than 05 years: less than 10 years | 06 | |
| | • 03 yrs. :upto 05 yrs. | 04 | |
| (b) | Profile & business activities of the bidder in last 03 FYs | | 10 |
| | • Average Gross Profit of above Rs.75 crore | 10 | |



| | | | | |
|------------|--|----|-----------|-----------|
| | <ul style="list-style-type: none"> Average Gross Profit of Rs. 50 crore and upto Rs.75 Crore | 05 | | |
| | <ul style="list-style-type: none"> Average Gross Profit of Rs.25 Crore to Rs. 50 crore | 03 | | |
| 2 | Domain Expertise/ Experience Experience/ Expertise in having handled and completed similar projects in Scheduled Commercial Banks in India / All India Financial Institutions for past 3 years. | | | 25 |
| (a) | The Bidder who has an experience/ expertise of handling and completed similar projects in Scheduled Commercial Banks: | | 10 | |
| | <ul style="list-style-type: none"> Projects handled & completed for 03 and above Scheduled Commercial Banks. | 10 | | |
| | <ul style="list-style-type: none"> Projects handled & Completed for 02 Scheduled Commercial. | 07 | | |
| | <ul style="list-style-type: none"> Projects handled & Completed for 01 Scheduled Commercial Banks. | 05 | | |
| (b) | The Bidder who has an experience/ expertise of handling and completed similar projects in All India Financial Institutions (Other than Scheduled Commercial Banks): | | 10 | |
| | <ul style="list-style-type: none"> Projects handled & completed for 03 and above All India Financial Institutions. | 10 | | |
| | <ul style="list-style-type: none"> Projects handled & Completed for 02 All India Financial Institutions. | 07 | | |
| | <ul style="list-style-type: none"> Projects handled & Completed for 01 All India Financial Institutions. | 05 | | |
| (c) | Bidder who has an experience of handling and completed similar projects in Banks/Financial Institutions: | 05 | 05 | |
| | <ul style="list-style-type: none"> Balance Sheet size totaling Rs. 75,000 crores and above | 05 | | |
| | <ul style="list-style-type: none"> Balance Sheet size totaling Rs.50,000 Crores to Rs. 75,000 Crores | 03 | | |
| | <ul style="list-style-type: none"> Balance Sheet size totaling to Rs 25,000 Crores To Rs. 50,000 Crores | 02 | | |
| 3 | Active rating and research clients | | | 10 |
| | <ul style="list-style-type: none"> 10 Active Clients | 10 | | |
| | <ul style="list-style-type: none"> 07 & Above Active Clients | 07 | | |
| | <ul style="list-style-type: none"> Less than 07 Active Clients | 05 | | |
| 4 | Details of technical staff /Key Resources (Experience, Strength, Quality & Commitment of the Key Resource) | | | 05 |
| (a) | Key Resources that has handled similar Projects | | 05 | |
| | <ul style="list-style-type: none"> For more than 10 resources | 05 | | |
| | <ul style="list-style-type: none"> For 08 to 10 resources | 03 | | |
| | <ul style="list-style-type: none"> For 05 (minimum) to 07 resources | 02 | | |
| 5 | Presentation to demonstrate in depth understanding of Bank's requirements and experience of bidder and domain expertise (Subjective Evaluation) | | | 20 |
| 6 | Authenticity of Data | | | 10 |
| | <ul style="list-style-type: none"> (0-5)% Variance in Average Estimated and Actual Data | 10 | | |
| | <ul style="list-style-type: none"> (5-15)% Variance in Average Estimated and Actual Data | 07 | | |
| | <ul style="list-style-type: none"> (15-30)% Variance in Average Estimated and Actual Data | 05 | | |

*Note: Bidder to submit relevant documents against the Technical Criterion.

Relative Technical Score for each Bidder: (A)

$$RTS = T / \text{Thigh} * 100$$

Where,

RTS = Relative score for Technical Proposal of each Bidder

T = Technical score of the current proposal

Thigh = Highest technical score obtained

(Only those bids with technical scoring of more than **60** would be considered for commercial bid process)

II. Commercial bid scoring

Relative Commercial Score (RCS) for each Bidder will be calculated as given below:

Relative Commercial Score for each Bidder:

$$(B) \text{ RCS} = L1 / L * 100$$

Where,

RCS = Relative score for Commercial Proposal of each Implementing

Agency/Consultant

L = Amount quoted by the current proposal

L1 = Lowest Amount quoted by L1 proposal

Various stages of technical evaluation are presented below:

- a. Shortlisting of Bidder on the methodology/approach, time frame for various activities, strengths of the Bidder in delivering the envisaged project.
- b. Gathering further information/inputs from the Bidder in case sufficient clarity is not there in the response or as a matter of normalization.
- c. Arriving at the final score on technical proposal.

B-7. Arithmetic errors correction

Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

- i. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.

- ii. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- iii. If the Service Provider has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- iv. If the unit price quoted by the Bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the Bidder shall be taken as correct.
- v. The Bidder, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Bank, or their bid should be rejected.

B-8. Final Selection of the Eligible Bidder

Calculation of Combined Score for the Final Selection

For the final selection, a combined score based on techno-commercial evaluation will be arrived at as follows:

$$\text{Combined score} = \text{RTS (A)} * 0.75 + \text{RCS (B)} * 0.25$$

The proposal having highest combined score will be declared as the preferred Bidder and eligible for award.

C. RFP SUBMISSION

C-1. E-TENDERING PROCESS

This RFP will follow e-Tendering Process (e-Bids) as under which will be conducted by Bank's authorized e-Tendering Vendor M/s. e-Procurement Technologies Ltd. through the website <https://jkbank.abcprocure.com/EPROC>

- a) Vendor Registration
- b) Publish of RFP
- c) Pre Bid Queries
- d) Online Response of Pre-Bid Queries
- e) Corrigendum/Amendment (if required)
- f) Bid Submission
- g) Bids Opening
- h) Pre-Qualification
- i) Bids Evaluation
- j) Reverse Auction with Qualified Bidders
- k) Contract Award

Representative of bidders may contact the Help Desk of e-Tendering agency M/s. e-Procurement Technologies Ltd for clarifications on e-Tendering process:

Service provider:

Help Desk:

| Sr. No | Name | Mobile No. | Email ID |
|--------|-------------------|------------|--|
| 1 | Utkarsh Pal | 6352632098 | utkarsh@eptl.in |
| 2 | Mubassera Mansuri | 7859800621 | mubassera@eptl.in |
| 3 | Sandhya Vekariya | 6352631968 | sandhya@eptl.in |
| 4 | Trupti Patel | 6352631766 | trupti.p@eptl.in |

No consideration will be given to e-Bids received after the date and time stipulated and no extension of time will normally be permitted for submission of e-Bids.

Bank reserves the right to accept in part or in full or extend or reject the e-Bid.

Bidders will have to abide by e-Business Rules framed by the Bank in consultation with M/s. E-procurement Technologies Limited.

C-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 Name: | Tender Fee/ Cost Account |
| 16-digit Account No : | 9931530300000001 |
| Bank Name | The J&K Bank Ltd |
| Branch Name | Corporate Headquarters MA Road Srinagar J&K - 190001 |
| IFSC Code | JAKA0HRDCHQ |
| Amount | INR 5000/=(Five Thousand Only) |

C-3. Performance Bank Guarantee (PBG)

The successful bidder will furnish an unconditional performance bank guarantee for 3% of the total cost of services. The format of the PBG is given as per Annexure H .The PBG shall be submitted within 30 days from the date of issuance of Purchase order by the Bank. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Successful Bidder. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Bank on the printed letterhead of the issuing Bank. Such forwarding letter shall state that the



PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number. In the event of non-performance/ providing of any of the service as per scope of work by the RFP, the Bank may invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for bidders failure to complete its obligations under the contract. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement. The PBG may be discharged / returned by Bank within 90 days from the date of expiry of the claim period 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.

C-4. Tender Process

- i. Two-stage bidding process will be followed. The response to the tender should be submitted in two parts: Technical Bid and Commercial Bid through online e-tendering portal with a tender document fee mentioned.
- ii. The contract will be awarded to the successful bidder for a period of 02 years. However the term can be extended/renewed beyond the expiry period on mutually agreed terms and conditions by the parties.
- iii. If the services provided by the successful bidder are found to be unsatisfactory or if at any time it is found that the information provided by the successful bidder is found to be false/incorrect, the bank reserves the right to terminate the agreement without giving notice and also blacklisting the said bidder apart from taking any legal action. In such event besides invoking performance bank guarantee ,the successful bidder shall be liable to pay bank the amount of loss suffered by the bank.

C-5. Bidding Process

- i. The bids in response to this RFP must be submitted in two parts:
 - a. **Technical Bid" (TB) including Confirmation of Eligibility Criteria and**
 - b. **Commercial Bid" (CB).**
- ii. The Bidders who qualify the Eligibility Criteria will be qualified for technical and commercial bid evaluation. The successful Bidder will be determined based on the Lowest Commercial Quote (L1) after reverse auction as per the stated Commercial Evaluation process.
- iii. The mode of submission of Confirmation of Eligibility Criteria, Technical Bid (TB) and Commercial Bid (CB) shall be online.

- iv. Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted.
- v. Receipt of the bids shall be closed as mentioned in the bid schedule. Bid received after the scheduled closing time will not be accepted by the Bank under any circumstances.
- vi. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder's company.
- vii. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.
- viii. No rows or columns of the tender should be left blank. Offers with insufficient information are liable to rejection.
- ix. 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

C-6. 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.

C-7. Bid Validity Period

- i. Bid shall remain valid for duration of 03 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 03 calendar months from the date of conclusion of RA.
- iii. Once Purchase Order 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.

C-8. 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.

C-9. 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.

C-10. 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 and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- 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**.

C-11. 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.

C-12. Payment Terms

The Bidder must accept the payment terms proposed by the Bank that will be decided at the time of contract.

D. GENERAL TERMS & CONDITIONS

D-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 and with professional Research standards recognized by the international data & research bodies and shall observe sound management, techniques and data practices. It shall employ appropriate advanced techniques, procedures and methods. 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.

D-2. Indemnity

The successful bidder undertakes to keep the J&K Bank indemnified and hold the bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings howsoever arising out of or related to breach of contract, statutory duty or negligence by the successful bidder in his performance of the contract.

D-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:

- a. The selected Bidder commits a breach of any of the terms and conditions of the RFP/contract.
- b. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- c. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- d. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

“J&K Bank reserves the right to reject any or all the tenders without assigning any reason thereof.”

D-4. Liquidated Damages

If bidder fails to perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% of the total project cost for delay of each week or part thereof maximum up to 10% of contract price. Once the maximum is reached, Bank may consider termination of Contract

pursuant to the conditions of contract.

D-5. Fixed Price

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

D-6. 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 Contractor and not involving the contractors 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, 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 contractor 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 contractor 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

D-7. 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.

D-8. 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.

D-9. 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).

D-10. Resolution of Disputes and Arbitration clause

In the case of any dispute arising upon or in relation to or in connection with this RFP and subsequent 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 both 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 the Agreement, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration unless otherwise directed by the bank.

D-11. Execution of Service Level Agreement (SLA)/ Non-Disclosure Agreement (NDA)

The Successful Bidder shall have to execute service level agreement for deliverables and successful execution of the projects 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/service. The Bidder should execute the Agreement within 30 days from the date of acceptance of purchase order. 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.

D-12. '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.

D-13. No Agency

No binding legal relationship will exist between any of the bidders and the Bank until execution of a contractual agreement. After execution of the agreement with successful bidder the relation of parties will be on principal to principal basis.

D-14. Project Risk Management

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

D-15. Information Security:

- a. The successful Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, 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.
- b. The successful Bidder's personnel shall follow J&K Bank's information security policy and instructions in this regard.
- c. The 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 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 Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of J&K Bank depends, among other things, upon the Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage J&K Bank. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though the 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. Bidder shall use such information only for the purpose of performing the Service(s) under the Contract/Agreement.
- d. 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 Bidder by J&K Bank, including any copies or reproductions, both hardcopy and electronic.
- e. That the successful Bidder should ensure that they have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Bidder's businesses. Without limiting the foregoing, the successful Bidder 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 businesses.

- f. The Bidder shall certify that to the knowledge of the 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 Bidder or its subsidiaries or of any data of the 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
- g. That the 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;
- h. That the 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 Bidder confirms the compliance with Banks Supplier Security Policy.
- i. That the Bidder has implemented backup and disaster recovery technology consistent with generally accepted industry standards and practices.
- j. That the 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 Bidder and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants.
- k. That the Bidder shall be responsible for establishing and maintaining an information security program that is designed to:
 - l. Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and
- m. That the Bidder will notify Customer of breaches in 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.

- n. The 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. 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 Bidder and during normal business hours, to conduct on-site security audits or otherwise inspect Companies facilities to confirm compliance with such security requirements.
- o. That 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 Bidder for its own information or the information of its customers of a similar nature.
- p. That the 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, 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, Service Provider 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 Bidder's security by virtue of providing such summary.
- q. That Bank may use a third party or its own internal staff for an independent audit or to monitor the Bidder's audit. If Bank chooses to conduct its own security audit, such audit shall be at its own expense. Bidder shall promptly correct any deficiency found in a security audit.
- r. That after providing 30 days prior notice to 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 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 Bidder's auditors, or the successors to their role in the event of a corporate reorganization, at Bidder's cost.

D-16. 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.

D-17. 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.

D-18. 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 thereafter.

D-19. Corrupt and Fraudulent practice.

- i. “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.
- ii. 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.
- iii. 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.

D-20. 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.

D-21. Confidentiality Provision

The terms of this RFP, the information provided by Bank herein and all other information provided by BIDDER in connection with the services offered to be provided by the BIDDER pursuant to this RFP, are to be treated by BIDDER as strictly confidential and proprietary. Such materials are to be used solely for the purpose of responding to this request. Access shall not be granted to third parties except upon prior consent of Bank and upon the written agreement of the intended recipient to treat the



same as confidential. Bank may request at any time that any of Bank's material be returned or destroyed.

D-22. 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.

D-23. 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, and is the lowest commercial Bid.

The Bank reserves the right at the time of award of contract to increase or decrease the services mentioned above while floating the tender without any change in unit price or any other terms and conditions.

D-24. 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 Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension

D-25. Taxes and Duties

- a. Income/Corporate taxes in India: The 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.
- b. 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 Bidder. The remittance of amounts 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 Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by Bidder in respect of this contract.
- c. The Bank shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.



Annexure A: Confirmation of Terms and Conditions

To
General Manager
Corporate, Agriculture & MSME Vertical
Corporate Headquarters
The Jammu & Kashmir Bank MA Road, Srinagar

Dear Sir,

Sub: RFP No **providing rating, data and research services** for J&K Bank
..... date

Further to our proposal dated, in response to the Request for Proposal for selection of vendor for..... (hereinafter referred to as “RFP”) issued by The Jammu & Kashmir Bank (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, SLAs etc. as contained in the RFP and the related addendums and other documents issued by the Bank.

Place:

Date: Seal and signature of the bidder



Annexure B: Tender Offer Cover Letter

To
General Manager
Corporate, Agriculture & MSME Vertical
Corporate Headquarters
The Jammu & Kashmir Bank M.A Road, Srinagar

Dear Sir,

Sub: RFP no: _____ for selection of _____, 2021 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.

Place:

Date:



Seal and signature of the bidder

Annexure C: Details of Bidder

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.

| S. No. | PARTICULARS | DETAILS |
|--------|--|---------|
| 1 | Name of the Company | |
| 2 | Postal Address | |
| 3 | Telephone / Mobile / Fax Numbers | |
| 4 | Constitution of Company | |
| 5 | Name & Designation of the Person Authorized to make commitments to the Bank | |
| 6 | Email Address | |
| 7 | Year of Commencement of Business | |
| 8 | Sales Tax Registration No | |
| 9 | Income Tax PAN No | |
| 10 | Service Tax / GST Registration No | |
| 11 | Whether OEM or System Integrator | |
| 12 | Name & Address of OEM/s. | |
| 13 | Brief Description of after sales services facilities available with the SI/OEM | |
| 14 | Web Site address of the Company | |

Note:- In case SI & OEM are same , it should be mentioned clearly

Date:

Seal and signature of the bidder

Annexure D: 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 bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required 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.

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 what so ever.

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

| Eligibility Criteria | Supporting documents to be submitted | Bidder's Compliance (Yes/No) |
|---|---|------------------------------|
| 1. The bidder should be a registered company and should be in operation for a minimum period of 3-5 years in India till the date of this RFP. | Certificate of Incorporation/ Certificate of Commencement of Business. | |
| 2. The bidder should have at least 5 (Five) years of expertise and experience for conducting rating and research. | Reference letters to be submitted to this effect. | |
| 3. The bidder should have a minimum turnover of Rs. 30 crores per year during last three financial years. (i.e. FY 2021-22, 2022-23 & 2023-24) | Audited Financial Statements (& Annual Reports, if applicable) for the last three financial years, viz. 2018-19 and 2019-2020 & 2020-21 are to be furnished CA certificate with regard to turnover is required to be submitted by the bidder. | |
| 4. The bidder should have positive net worth & gross profitable as per audited Balance sheet/P&L statement of the FY 2021-22, 2022-23 & 2023-24 | P&L Statement of last 3 Financial years along with auditor’s certificate | |
| 5. The Bidder should have the infrastructure for providing 24x7 support and attending timely to the customer grievances. | Self-declaration / letter of undertaking has to be submitted by the Bidder. | |



| | | |
|---|--|--|
| <p>6. Bidder should have its technical support Centre in India since last three years till the date of this RFP.</p> | <p>Self-declaration / letter of undertaking has to be submitted by the Bidder.</p> | |
| <p>7. The bidder should not be a defaulter for any State Government or Central Government and should not have been blacklisted by any banking or insurance company, financial institution/ organization operating in India, during last three years under reference. Bids of bidder's having poor or unsatisfactory past performance track record with Bank shall not be considered for this RFP.</p> | <p>Proof to this effect has to be submitted by the Bidder.</p> | |

Please enclose documentary proof for all the above criteria. In absence of these, the bids will not be considered for further evaluation. No further correspondence will be entertained in this case.

Note: Please write description of items in brief instead of writing words like “Offered”, “Complied with” etc.

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
3. Scheduled commercial Banks do not include Regional Rural Banks and Cooperative Bank



Annexure E: Technical Bid Form

| S. No | Evaluation Parameters | | Marks | |
|------------|--|-------------------|-------|----|
| 1 | Standing of the firm | | | 20 |
| (a) | Standing of the Bidder with presence of minimum of 3 years in India <ul style="list-style-type: none"> • Established for 15 years & Above • More than 10 years: less than 15 years • More than 5 years: less than 10 years • 3 yrs :upto 5 yrs | 10 8 6 4 | 10 | |
| (b) | Profile & business activities of the bidder in last 3 FYs <ul style="list-style-type: none"> • Average Gross Profit of above Rs.75 crore • Average Gross Profit of Rs. 50 crore and upto Rs.75 Crore • Average Gross Profit of Rs.25 Crore to Rs. 50 crore | 10 5 3 | 10 | |
| 2 | Domain Expertise/ Experience Experience/ Expertise in having handled and completed similar projects in Scheduled Commercial Banks in India / All India Financial Institutions for past 3 years. | | | 35 |
| (a) | The Bidder who has an experience/ expertise of handling and completed similar projects in Scheduled Commercial Banks: <ul style="list-style-type: none"> • Projects handled & completed for 3 and above Scheduled Commercial Banks. • Projects handled & Completed for 2 Scheduled Commercial Banks. • Projects handled & Completed for 1 Scheduled Commercial Banks. | 10 7 5 | 10 | |
| (b) | The Bidder who has an experience/ expertise of handling and completed similar projects in All India Financial Institutions (Other than Scheduled Commercial Banks): <ul style="list-style-type: none"> • Projects handled & completed for 3 and above All India Financial Institutions. • Projects handled & Completed for 2 All India Financial Institutions. • Projects handled & Completed for 1 All India Financial Institutions. | 10 7 5 | 10 | |



| | | | | |
|----------|--|-------------|--------------|-----------|
| (c) | Bidder who has an experience of handling and completed similar projects in Banks/Financial Institutions: <ul style="list-style-type: none"> Balance Sheet size totaling Rs. 75,000 crores and above Balance Sheet size totaling Rs.50,000 Crores to Rs. 75,000 Crores Balance Sheet size totaling to Rs 25,000 Crores To Rs. 50,000Crores. | 5 3 2 | 5 | |
| 3 | Active rating and research clients <ul style="list-style-type: none"> 10 Active Clients 7 & Above Active Clients Less than 7 Active Clients | | 10 7 5 | 10 |
| 4 | Details of technical staff /Key Resources (Experience, Strength, Quality & Commitment of the Key Resource) | | | 5 |
| (a) | Key Resources that has handled similar Projects: <ul style="list-style-type: none"> For more than 10 resources For 8 to 10 resources For 5 (minimum) to 7 resources | 5 3 2 | 5 | |
| 5 | Presentation to demonstrate in depth understanding of Bank's requirements and experience of bidder and domain expertise (Subjective Evaluation) | | | 20 |
| 6 | Authenticity of Data | | | 10 |
| | (0-5)% Variance in Average Estimated and Actual Data | | 10 | |
| | (5-15)% Variance in Average Estimated and Actual Data | | 7 | |
| | (15-30)% Variance in Average Estimated and Actual Data | | 5 | |

We confirm that our proposed Solution meet all the specifications mentioned as above.

Signature and Seal of Company



Annexure F: Price Bid Format

1. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries, corrigendum (if any) while quoting.
2. Do not change structure of format nor add any extra items.
3. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

The Commercial Bid shall be submitted in the following format:

| S. No. | Item Description | (Subscription cost for total period of 2 years) Total amount in Rs.(Excl of GST) |
|---------------|-------------------------|--|
| | | |
| Total | | |

***The prices quoted should cover all the detailed requirements mentioned under the scope area of RFP**



Annexure G: Performance Bank Guarantee Format

To
General Manager
Consumer & Commercial Banking
Corporate Headquarters
The Jammu & Kashmir Bank M.A. Road, Srinagar,
190 001 J&K.

WHEREAS..... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at, hereinafter referred to as the VENDOR has for taken up for..... in terms of the Purchase Order bearing No. Dated, hereinafter referred to as the CONTRACT. AND WHEREAS in terms of the Conditions stipulated in the said Contract, the VENDOR 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 VENDOR 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 due and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said vendor of any of the terms and conditions contained in the Contract or by reason of the vendor's failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding..... (Rupees Only).



2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the vendor 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 vendor 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 vendor 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 VENDOR 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 Vendor.
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 VENDOR.
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 upon written claim or demand on or before the expiry of this guarantee.



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

For.....

BANK Authorized Signatory

Annexure H: Non-disclosure Agreement (NDA)

Mutual Non-disclosure Agreement

THIS MUTUAL NONDISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of (DD/MM/YYYY) by and between _____, a company incorporated under the laws of India , having its registered address at _____ (the “Company”) and “The 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 which unless the context requires include its successors in interests and permitted assigns). (the “Recipient”).

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

2. Confidential Information means any information disclosed or acquired by other party during the course of the projects, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, technical data, trade secrets, know-how, research, product plans, services, customers, markets, software, inventions, processes, designs, drawings, marketing plans, financial condition and the Company’s plant and 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 party 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 Warranty. All Confidential Information is provided "AS IS." Each party makes no warranties, expressed, implied or otherwise, regarding its accuracy, completeness or performance.

6. 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.





7. 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.

8. Term. The Obligations of each receiving party hereunder shall survive for a period of 10 years from the date hereof.

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

10. 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.

11. 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 both the parties.

The Place of Arbitration shall be Srinagar, India and the language of the arbitration proceedings and that of all the documents and communication 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 unless otherwise directed by the bank.

Annexure I: Service Level Agreement

This Agreement (hereinafter referred to as the 'Agreement') is executed at Srinagar on this the.....day of2025 (hereinafter referred to as the 'Effective Date')



| <u>COMPANY NAME</u> | <u>RECIPIENT</u> |
|-------------------------|-------------------------|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address: _____ _____ | Address: _____ _____ |
| Company Seal | Company Seal |

Between

The Jammu & Kashmir Bank Ltd., a banking company under Indian Companies Act 2013 having its registered and Corporate office at M A Road, Srinagar Jammu and Kashmir 190001 (Herein after referred to as the Bank, which term or expression shall unless excluded by or repugnant to the subject or context, mean and include its successor (s) in-interest and permitted assignees) of the One Part.

AND

“M/s -----having its Registered Office at ----- (herein after referred to as the " _____ " which term or expression shall unless excluded by or repugnant to the subject or Context, mean and include its successor (s) in interest and permitted assignees) of the Second Part

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

WHERE AS the _____ has been empanelled by the bank pursuant to e-tender dated _____ for _____.

The Parties afore mentioned have agreed to produce in writing the terms and conditions governing the process of _____ in the form of a legally expressible documents hereinafter referred to as "Agreement".

NOW, THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS

- 1) Purpose: _____
- 2) Scope: _____
- 3) Duration of agreement:

The Agreement shall be deemed to commence from the effective date i.e. ____ and shall continue to be in force for a period of ____ there from, unless terminated earlier by the bank.



- 4) Payment: _____(include GST also and other taxes).
- 5). Penalty: _____.
- 6). Right to audit:_____.
- 7.) Any other technical clause which department concerned needs to incorporate.
- 8). Assignment: The _____ (name of successful bidder) shall not assign or outsource the works undertaken by them under this Agreement without the written consent of the Bank.
- 9). Force Majeure:
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 obligation under this contract is the result of an event of force Majeure.
For purpose of this clause, "Force Majeure" means an event beyond the control of the contactor and not involving the contractors fault or negligence and not foreseeable. Such events may be due to but are not restricted to wars, riots, earthquakes, fire, epidemic, quarantine restrictions, any act of god, act of govt of India, trade embargos, or any other such cause, which is beyond the reasonable control of the party

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 five 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 his obligations under this agreement 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 contractor regarding termination of contract or otherwise".
10. Arbitration and 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 by the bank.

The place of Arbitration shall be _____, 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 or mention share).

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.

11. Applicable law & Jurisdiction: 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.

12. Amendments:

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

13. Notices:

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

If to the _____ (successful bidder)

If to the Bank

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

15. This agreement is on principal-to-principal basis between the parties hereto. Nothing contained in this agreement shall be construed or deemed to create any association, partnership, or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties.

16. This agreement has been signed in duplicate, each of which shall be deemed to be original.

17. Termination of Agreement

For Convenience:

BANK by written notice sent to the _____(successful bidder) may terminate the contract in whole or in part at any time for its convenience giving xx days prior notice.

In the event of termination of the Agreement for the Bank's convenience, _____(successful bidder) shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

For Insolvency:

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

For Non-performance:

BANK shall have the right to terminate this agreement or/and to cancel the entire or unexecuted part of the contract forthwith by a written notice in the event the _____(successful bidder) fails to deliver within the stipulated time schedule or any extension, if any, thereof agreed by the Bank in writing in its sole discretion OR the _____(successful bidder) fails to maintain the service levels prescribed by BANK in scope of work OR fails to discharge or commits breach of any of its obligations under this Agreement.

In the event of termination, the _____(successful bidder) shall compensate the Bank to the extent of loss suffered by the Bank on account of such termination provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BANK. The Bank shall inter-alia have a right to invoke the Performance Bank Guarantee submitted by the _____(successful bidder) for realizing the payments due to it under this agreement including penalties, losses etc.

18. Confidentiality:

The Parties shall hold in confidence all information, documentation etc which 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 prior written consent of the Disclosing Party.

Confidential Information means information which is by its nature confidential or is designated by the Disclosing Party as confidential and includes: (i) All information marked or otherwise designated as confidential; (ii) Information which relates to the financial position; the internal management structure, the Personnel, policies and strategies of the Disclosing Party, (iii) Data of the Disclosing Party, customer lists, customer information, account information, and business information regarding business planning and operations of the Disclosing Party or other information or data whether such data is permanent or otherwise; (iv) layout of the Client's premises; and (v) Any other information which the parties specifically declared as confidential.

The restriction imposed in this clause does not apply to any disclosure of information: (i) Which at the material time was in the public domain other than by breach of this clause; or (ii) Which is required by law to be communicated to a person who is authorized by law to receive that information.

19. The _____(successful bidder)undertakes to keep the J&K Bank indemnified in case of any loss or damage howsoever arising out of or related to breach of contract, statutory duty or negligence by the _____ in his performance of the contract.



20. The provisions of this Agreement, which are intended to survive the term of this Agreement by their very nature, shall survive the termination of this agreement. Notwithstanding, the generality of the above, clauses related to indemnity, confidentiality, arbitration and applicable law and jurisdiction shall survive the termination/expiration of this agreement.

21. Intellectual property rights:

Neither Party shall use the patents, copyrights, trademarks, proprietary and/or licensed software, service marks and trade secrets (“Intellectual Property”) of the other Party in any manner whatsoever without the prior consent of the other Party. Nothing herein shall constitute an agreement to transfer or license or to grant any copyrights, trademark rights and/or any other intellectual property rights of either Party to the other Party.

No Party may, under any circumstances, seek to register any trademark, business name, business processes, inventions, company name, domain name using or incorporating the Intellectual Property of the other Party and each Party acknowledges that upon expiry or termination of this Agreement, it shall have no right whatsoever in connection with the Intellectual Property of the other Party.

22. The terms and conditions laid down in the RFP shall be read and construed forming part of this agreement. In an event of contradiction on any term or condition between RFP and service level agreement, the terms and conditions of agreement shall prevail.

23. Parties herein agree that if any audit is to be conducted as per the regulatory guidelines governing the bank, the parties shall fully cooperate. Bank agrees to give prior intimation regarding such audit to be conducted.

In witness whereof the parties hereinabove named have affixed; their signatures unto this Agreement in token of acceptance of the terms and conditions herein contained on the day and date already written above in presence of the Witnesses mentioned below: -

Agreed and signed

Agreed and signed

On behalf of

on behalf of

The Jammu and Kashmir Bank Ltd,

(Company Name)

Name.....

Name.....

Designation.....

Designation.....

Place.....

Place.....

Date.....

Date.....

Witness (1):

Witness (1):

Name.....

Name.....

Designation.....

Designation.....



| | |
|------------------|------------------|
| Place..... | Place..... |
| Date..... | Date..... |
| Witness(2): | Witness (2): |
| Name..... | Name..... |
| Designation..... | Designation..... |
| Place..... | Place..... |
| Date..... | Date..... |



Annexure J: Undertaking

To
General Manager
Corporate, Agriculture & MSME Vertical
Corporate Headquarters
The Jammu & Kashmir Bank M.A Road, Srinagar

Dear Sir,

Sub: RFP no: _____ for selection of bidder for _____

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide _____ 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 State of J&K including Prevention of Corruption Act 1988 and PREVENTION OF CORRUPTION ACT, 2006 SVT (1949 A.D.)

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.

Place

Seal and signature of the bidder

