



ONLINE REQUEST FOR PROPOSAL (e-RFP)
FOR
“ENGAGEMENT OF CONSULTANT FOR IMPLEMENTATION OF ESG (ENVIRONMENTAL SOCIAL
AND GOVERNANCE) FRAMEWORK”
FOR J & K BANK

e-RFP.Ref.No.JKB/CHQ/IRMD/Engagement-Consultants-ESG Framework/2025-1501

Dated: - 21-08-2025

Issued by
Integrated Risk Management Department
Jammu and Kashmir Bank Limited
Corporate Headquarters
M.A. Road, Srinagar - 190001
Website: www.jkbank.com
Email: irmd@jkbmail.com
suhailbashir@jkbmail.com

e-RFP Reference No.	JKB/CHQ/IRMD/Engagement-Consultants-ESG Framework/2025-1501 Dated: - 21-08-2025
e-RFP Description	Online Request for Proposal (e-RFP) for Implementation of ESG (Environment, Social and Governance) Framework of J&K Bank
Issuer of the RFP Department	Integrated Risk Management Department, J & K Bank
Bank's communication Details	Integrated Risk Management Department Jammu and Kashmir Bank Limited Corporate Headquarters M.A. Road, Srinagar – 190001 Website: www.jkbank.com Email: irmd@jkbankmail.com
e-RFP Application Fee (Non – Refundable)	Rs.1500/- (Rupees Fifteen Hundred Only) to be deposited through Transfer / NEFT to the below detailed A/c: Account Name: Tender Fee/ Cost Account 16-digit Account No: 9931530300000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd
EMD	Rs. 2,00,000/- (Two Lacs Only) to be deposited through transfer / NEFT to the following A/c with Bank details given as: Account Name: Earnest Money Deposit (EMD) 16-digit Account No: 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K – 190001
Bid Document Availability including changes/amendments, if any to be issued	Document can be downloaded Bank's e-Tendering Service Portal https://jkbank.abcpocure.com/w.e.f August 25, 2025 16.00 Hrs. to September 15, 2025 17.00 Hrs.
Last date for pre-Bids queries & submission Mode	on-line through the prescribed e-Tendering portal https://jkbank.abcpocure.com September 01, 2025 17.00 Hrs.
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online on September 08, 2025
Last date and time for Bid Submission	September 15, 2025 17.00 Hrs.

Submission of online Bids	As prescribed in Bank's online tender portal https://jkbank.abcpurchase.com										
Date and time of opening of technical bid	To be notified separately										
Corrigendum	Any Corrigendum will be uploaded on online tender portal https://jkbank.abcpurchase.com										
For e-Tender related Queries	<p>Service Provider: M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat</p> <p>Help Desk:</p> <table border="1"> <thead> <tr> <th>Sr. No</th><th>Name</th></tr> </thead> <tbody> <tr> <td>1</td><td>Sandhya Vekariya – 6352631968</td></tr> <tr> <td>2</td><td>Suraj Gupta – 6352632310</td></tr> <tr> <td>3</td><td>Ijlalaeahmad Pathan – 6352631902</td></tr> <tr> <td>4</td><td>Imran Sodagar - 9328931942</td></tr> </tbody> </table>	Sr. No	Name	1	Sandhya Vekariya – 6352631968	2	Suraj Gupta – 6352632310	3	Ijlalaeahmad Pathan – 6352631902	4	Imran Sodagar - 9328931942
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DISCLAIMER

The information contained in this RFP document or any information provided subsequently to bidder(s) whether verbally or in documentary form/email by or on behalf of the J&K Bank is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP is neither an agreement nor an offer and is only an invitation by the J&K Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. While effort has been made to include all information and requirements of the Bank with respect to the solution requested, this RFP does not claim to include all the information each bidder may require. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advices/clarifications. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP at any given time. 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 Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

The Bidder shall, by responding to the Bank with a bid/proposal, be deemed to have accepted the terms of this document in totality without any condition whatsoever and accepts the selection and evaluation process mentioned in this RFP document. The Bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP. All costs and expenses incurred by interested bidders in any way associated with the development, preparation, and submission of responses including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by J&K BANK will be borne entirely and exclusively by the Bidder.

The bidder shall not assign or outsource the works undertaken by them under this RFP assignment awarded by the Bank without the written consent of the Bank. The Bidders can take advantage of any Government order which applies to any tendering process and whereby there is any relaxation that is in conflict with the terms and conditions mentioned in this RFP, if and only if, any such Government order/ notification comes into force before the last date of submission of bids. Further, in case of any such orders that may affect/ contradict with the terms and conditions of this RFP, the Bidders need to seek clarification through the online procurement portal before the last date for submission of bids and cannot reply on such orders without seeking a written clarification from the Bank. The Bidder hereby agrees and undertakes to Indemnify the Bank and keep it indemnified against any losses, damages suffered and claims, action/ suits brought against the Bank on account of any act or omission on part of the Bidder, its agent, representative, employees and sub-contractors in relation to the performance or otherwise of the Services to be provided under the RFP.



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SECTION A-INTRODUCTION

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 -19001 has its presence throughout the country with 1000+ Branches. Bank is listed on the NSE and the BSE and has its Corporate Headquarters at Srinagar. Bank functions as a leading bank in the Union Territories of Jammu & Kashmir and Ladakh and is designated by Reserve Bank of India as its exclusive agent for carrying out banking business for the Government of Jammu & Kashmir and Ladakh. J&K bank caters to banking requirements of various customer segments which includes Business enterprises, employees of government, semi-government and autonomous bodies, farmers, artisans, public sector organizations and corporate clients. The bank also offers a wide range of retail credit products, including home, personal loans, education loan, agriculture, trade credit and consumer lending, a number of unique financial products tailored to the needs of various customer segments. Further details of Bank including profile, products and services are available on Bank's website at <https://www.jkbank.com>

2. Purpose of RFP

Jammu & Kashmir Bank Ltd., hereinafter called "J&K BANK" or "Bank" being one of the premier Financial Institution of the Country issues this "Request for Proposal" hereinafter called "RFP" for selection of a reputed Consulting Firm for development & Implementation of ESG (Environment, Social and Governance) Framework based on the requirements, specifications ,terms and conditions laid down in this RFP. Risk management framework need to be updated based on the latest available technology/methodology/models, new regulatory guidelines and industry best practices evolved over the period. Risk management framework needs to be updated with new blueprints and technology to its full potential.

Through this RFP, Bank aims to select a bidder/consultant who would undertake J&K Bank's Implementation of ESG Framework. The bidder shall be entrusted with end to end responsibility for the execution of the project under the scope of this RFP

3. Eligibility Criteria

The respondents who wish to participate should meet the following criteria:

S.No	Criteria	Documents to be submitted as proof
1	<p>The bidder should be a Limited Liability Partnership (LLP)/Company Registered under Companies Act 1956 having its office in India and should be in operation for a minimum period of Five years as on date of issuance of this RFP.</p> <p>It should not be Individual / Proprietary Firm / HUF etc.</p>	Copy of the Certificate of Incorporation should be enclosed

2	The bidder should have minimum experience of 5 years or more and must have undertaken at least two similar consultancy projects as defined in the Scope, in any Scheduled Commercial Bank or in any BFSI in the last three years as on date of issuance of this RFP	Details of similar projects handled during the last 5 years may be submitted on the letter head of the Company and signed by the authorized person on behalf of the company.
3	The bidder must have valid GST Registration, CIN (wherever applicable) , LLPIN (wherever applicable) and PAN number allotted by the respective authorities	Copies of all the relevant certificates
4	Bidder should have average annual turnover of minimum Rs. 10 Crore or more for the last 3 FY's (i.e 31.03.2023, 31.03.2024, 31-03-2025).	Audited Balance sheet and Profit & Loss Statement or Statutory auditor's certificate is to be submitted
5	The bidder should have positive net worth in last 3 FY's. (i.e 31.03.2023 , 31.03.2024, 31-03-2025)	Relevant audited financial certificates by an authorized CA must be provided
6	The Bidder should not be involved in any Bankruptcy filing or for protection from it.	Undertakings from the Bidder in this regard should be enclosed.
7	Bidder should have minimum 10 technical/professional staff, should already have been associated with similar support with them on permanent rolls.	Profile of the employees along with name, qualification should be furnished on the company's letter head. Experience certificate to be attached.(duly signed by authorized signatory)
8	The bidder should have demonstrated capability and domain expertise in the area of Risk Management in Banking industry particularly with banks having balance sheet size of 1,50,000 crore or more. (Minimum one bank)	Evidences from assignments completed for client banks/ financial institutions.
9	The Bidder should not have been prohibited by any regulatory authority or Court or Tribunal or any Authority for offering such services and should not have been blacklisted/debarred penalized by Central Government or State Government or SEBI or RBI or by any other Regulatory authority in the past or is pending.	Details in this regard, if any, should be provided in a format. Letter from authorised signatory

10	The Bidder should not be a blacklisted by any Government / PSU department or bank.	Undertakings from the Bidder in this regard should be enclosed
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4. Scope of Work

A) Broad Scope of Work:

A) Analyse the existing Risk Management policies and procedures, governance structure, risk measurement methodologies, risk mitigation strategies, data quality and availability, and integrate the proposed ESG framework into the existing Risk Management Framework of the bank.

B) Assist the bank in preparing the necessary regulatory disclosures, in line with the broadly accepted international practices.

B) Specifics of the Project:

The consultant must meet the detailed scope, deliverables as detailed below. The Consultant should also ensure that all the points mentioned in the **RBI Discussion Paper on Climate Risk and Sustainable Finance**, are addressed as part of the scope of work.

Scope of Work and expected deliverables:

1. Governance:

- Formulating the ESG framework including climate-related policy, strategy, objective setting and performance monitoring.
- Define roles and responsibilities at all levels.
- Formulation of sector specific strategy.
- Defining the process to identify ESG strategy, risk & opportunities including climate related risks and opportunities.
- Creating internal risk reports to enable timely and regular updation of the said reports related to ESG including climate-related matters.
- Defining process for monitoring the reports including escalations and actionables.
- Creation of mitigation measures related to ESG including climate related matters.
- Process of monitoring, timely and regular updation of the effectiveness of the internal risk reports & mitigation measures related to ESG including climate related matters and effectiveness of these risk reports including actionables.
- Formulation of management of the progress on relevant goals and targets related to ESG including Climate related matters.
- Mechanism to monitor the progress on relevant goals and targets related to ESG including Climate related matters.
- Define the committees and forums to be put in place for ESG including climate risk mitigation including business unit level and all other levels.
- Identification process to be in place for external disclosures related to ESG including climate-related matters.

- Process of integration of ESG including climate risk governance framework into bank's existing Risk management framework.

2. Risk Management:

- Identify and integrate ESG and climate-related risk indicators in the Bank's risk appetite framework consisting of objective and measurable metrics.
- **Quantification of environmental and social risks, and the integration into credit and investment process.**
- Setting of sector and portfolio level limits based on the type of ESG including climate-related risk indicator.
- Identify ESG including climate-related risk indicators to formulate both qualitative and quantitative elements.
- Framework to integrate ESG including climate risk assessment in Bank's due diligence process.
- Framework for assessing impact of ESG including climate risk on PD and LGD computation of clients.
- **Formulation, implementation & validation of ESG Models/ Score Card**
- Integrating the ESG Scorecard into bank's existing rating framework including changes in existing rating models.
- Validation and Updation of scorecard in line with national and international best practises.
- **Suggest and use techniques like Climate VaR and any other methodology.**
- **Review of bank's existing rating models from ESG perspective.**
- Explore possibility of using weather derivatives.
- Identify, assess and design the reports on collateral impact due to ESG transition.

3. Risk Identification and Assessment

- Develop model / framework, for example, a heat map or any other process to identify which of the Bank's activities are exposed to ESG including climate-related physical and transition risks. This mapping should be segmented across sectors depending on the nature of the risks.
- The model / framework should form the basis of a more granular analysis by assessing ESG including climate-related concentrations the Bank is exposed to, which should be based on the following metrics, among others:
 - CO2-intensive assets (or other GHGs)
 - Energy label distribution of Residential Real Estate (RRE) and Commercial Real Estate (CRE) portfolios and their green energy ratings
 - Collateral positioned in higher-risk flood prone areas, coastal areas, etc.
 - Exposures to businesses that might be impacted by the melting glaciers of Himalayas due to climate change
 - Physical and transition risk faced by the businesses
- Use stress testing and scenario analysis with a short, medium and long-term horizon for the risk identification process

4. Risk Management and Mitigation

- Identify measures to mitigate or refrain from climate-related risks, ESG & Climate related, that are not in accordance with the Bank's risk appetite.
- Develop measures in response to the Bank's assessment of the climate-related risk concentrations.

Mitigation measures to include (but not limited to) :

- Customers in sectors which are highly vulnerable to emerging climate risk, may be subject to tenor limitations
- Customers with real estate collateral that do not meet minimum sustainability criteria, may be subject to a lower loan-to-value limit
- Customers for which production is directly dependent on weather conditions, may require taking out insurance against extreme weather events (e.g., seasonal droughts, floods)
- Customers in CO₂ / GHG intensive industries, may require having a sustainable energy transition strategy
- Formulate the Business Continuity Plan. The Consultant should help the Bank in identifying and taking decisions regarding geographically scattering / locating the critical functions (e.g., Centralised Processing Centres, Data Centres, Servers, etc.) across various regions keeping in view flood, earthquake and other climate related and environmental dangers identified with the Bank's own operations.

5. Carbon Neutrality

- **Assist the Bank's endeavour to become carbon neutral, by measuring its carbon footprint, set annual reduction targets, broadly keeping in view the following:**
 - The Bank's Power usage considering both on-site as well as off-site renewable sources. The analysis to include inter alia tentative costing, carbon footprint reduction potential, geography suitability, policy support from respective state Governments.
 - Assessment of requirement for purchase of carbon offsets and detailed mechanism and sources with cost aspect involved.
 - Overview of Bank's energy consumption in its operations with possible interventions and cost benefit analysis.
 - Presentation to the senior management at periodic intervals, Certification & Independent Assessment of Bank's Carbon Reduction. The Consultant is to assist the Bank in independent assessment of its carbon neutrality measures and acquire subsequent certification(s) validating its carbon neutral status through accredited agencies.

- Provide consultancy to modify bank's existing assets to achieve overall net zero emissions in own operations. (Any civil work or purchases arising out of consultancy provided by the consultant will be borne by bank).
- Assist the Bank in preparing declaration of commitment to carbon neutrality for public disclosure including:
 - Current carbon footprint
 - Carbon Footprint Management Plan for neutrality
- Assist the Bank in preparing for validation of achievement of carbon reduction through:
 - Self-validation or Third party independent assessment acquiring carbon neutrality certifications, generating and meeting reporting requirements as per the BRSR reporting guidelines issued by Securities & Exchange Board of India (SEBI), other reporting guidelines of GRI, TCFD, SBT etc., Assurance statement for DJSI (Dow Jones Sustainability Index) assessment pertaining to emissions etc.
- Develop the Bank's framework for GHG inventorization. A complete and comprehensive GHG inventory of the Bank's operations across all domestic locations including setting up a data management system that will be used for current and future inventorization activities. This will include:
 - Development of Bank's GHG inventorization Data Management System
 - Development of data collection formats and protocols
 - Development of GHG estimation tool and analysis of collected data
 - Suggesting incorporation of key GHG monitoring parameters for building up of suitable MIS.
 - Establish, verify and report GHG inventory
 - Estimation of sector/source wise greenhouse gas emissions as per the widely accepted GHG inventorization protocol with break up under different scopes of emission i.e. scope-I, scope-II, scope-III etc.
 - Estimation of the level of uncertainty
 - Internal verification of data
 - Help the Bank in getting prepared for certification of GHG Inventory. A final report containing Bank's complete GHG inventory and offsets along with details on boundary/source empanelment and collection methodologies has to be provided by the Consultant.
 - Propose a detailed, exhaustive GHG abatement and offset strategy based on the GHG inventorization exercise carried out, which will enable the Bank achieve carbon neutrality. This phase will include:
 - Identification of future growth/expansion pathways/strategies of the Bank
 - Development of anticipated growth scenarios for the target year Identification of appropriate and most relevant/accurate forecasting models/techniques.
 - Collate results of the models to forecast GHG emission scenarios (including business-as-usual scenario)
 - Develop GHG abatement strategy with a focus on renewable energy and energy efficiency. Under this step, the Consultant is expected to assist the Bank in developing a comprehensive phase wise strategy for renewable energy

procurement including a plan for reduction of power purchase costs entailing the following:

- Develop a GHG emission abatement/reduction roadmap with feasible year on year GHG reduction targets and viable business cases for each of the identified options. This should also look at the economic viability of the technology options.
- Develop and estimate GHG offset strategy considering potential of all proposed mitigation opportunities and anticipated shortfall in achieving carbon neutrality.
- Assess scale of offsetting requirements
- Develop GHG offset empanelment criteria
- Develop a GHG offset purchase strategy estimating total cost, purchase start timings, advance offset bookings with offset sellers etc. and implementation barriers for proposed offsetting techniques and propose low-cost approach
- Provide a detailed roadmap with an exhaustive list of GHG abatement and offset measures along with cost requirements for individual measures and plausible timelines within which the Bank can implement these measures.

6. Strategy and Risk Appetite:

- Framework for formulation, planning and implementation of ESG including climate related strategy considerations within the Bank.
- Framework for embedding ESG including climate related considerations within the Bank.
- Framework for incorporating ESG including climate risk into the bank's risk appetite process for fund and non-fund exposure and any other contingent liability which may arise on account of legal risk
- Framework to determine the impact of ESG including climate-related risk on the Bank's business strategy in the short, medium and long-term.
- Defining mechanism for allocation of thresholds or carbon budgets to portfolios.
- Define framework to incorporate ESG including climate risk appetite into business decisions and strategy.
- Define framework for assessment of financial risk emanating from ESG including climate related degradation.
- Define framework for addressing financial risk emanating from ESG including climate related degradation within the overall business strategy and risk appetite of the Bank.
- Define framework for assessment of natural capital on account of Bank's lending practices and Bank's own operations.
- Create process to factor the long-term financial interest of the Bank, results of stress testing and scenario analysis in Risk appetite framework incorporating physical, transitional and ESG Risk.
- Plan for capacity building of the Bank's resources through training covering Board, Credit Vertical, Risk, Treasury, Operations, Premises on ESG including climate and integration of the same into all Bank's existing trainings.
- Review the Bank's structure and business processes for effective communication & co-ordination among different functional units and also with external stakeholders.
- Risk appetite for ESG & climate risk at granular level including sector, industry and geography- wise.

7. Policies and Procedures

- Framing ESG Policy including climate-related policy by taking into consideration material physical and transition risks.
- Review of all existing relevant policies incorporating ESG factors including climate related framework.
- Incorporating ESG including climate related parameters for inclusion in internal rating policy, ICAAP Policy & other risk policies.
- Identify the changes required in exposure limits, risk appetite, rating structure and other changes required at the policy level.
- Provide an overview of changes required in its IT and non-IT procurement, Vendor Management, Branch and other infra management.
- Developing framework for ESG including climate related policy to have a clear definition and assignment of responsibilities and reporting lines across the three lines of defence.
 - First line should be in a position to have sufficient awareness and understanding to identify potential ESG including climate-related financial risks.
 - Second line should be able to undertake independent ESG including climate-related risk assessment and monitoring, including reassessment of the initial assessment conducted by the frontline staff. The compliance function should be able to ensure adherence to applicable rules and regulations and adopt formal escalation procedures to report material risks to the Board of the Bank.
 - Third line should be able to carry out regular reviews of the overall internal control framework and systems, including the quality of underlying data.

8. Risk Monitoring

- Developing a methodology to assess the correlation between the carbon footprint of the Bank's customers and the associated ESG including climate-related risks for them. This method should be evolved for unique CO2 / GHG intensive sectors.
- Framework to assess such exposure to ESG including climate-risk on multiple dimensions, such as
 - Extent to which the customers are subjected to current and potential ESG including climate-related regulations
 - Extent to which the customers that are not directly impacted by the ESG including climate-related regulations but are impacted through shifting customer demands and technological advances
 - Extent to which customer's ESG including climate risk is transferred to the Bank through its financing (e.g., whether impact materializes within tenor of financing). The assessment should be made on a periodic basis and its outcomes should be used to update policies and procedures of the Bank.

9. Risk Reporting and Investor relations

- Preparing and designing ESG including climate report of the bank.
- Preparation and designing Integrated report of the bank.
- Guiding the bank to be a member of MSCI (Morgan Stanley Capital International) and DJSI (Dow Jones Sustainability Index).

- Identification and formulation of regular reports on climate-related risk exposures including adherence to risk appetite, progress of strategic and business plans, information on implementation of control and mitigation.
- Define frequency of reporting tailored to the nature and magnitude of the risks to which the Bank is exposed to with actionables.
- Develop reasonable proxies and assumptions as alternatives in the internal reporting as an intermediate step including strategy to develop the same where reliable or comparable climate related data is not available.

10. Climate Scenarios & Stress Testing

- Scenario analysis with an approach covering TCFD (Task Force on Climate Related Financial Disclosures) expectations using their expertise on NGFS (Network for Greening the Financial System), IPCC (International Panel for Climate Change), IAM (Integrated Assessment Models) & IEA (International Energy Agency) scenarios.
- The scenarios should include top-down and bottom up and use modelling techniques in addition to other relevant methods.
- Framework for assessment of both physical and transition risks across a range of climate-related scenarios. They may identify and simulate plausible and relevant scenarios, factor in the inter-linkages between climate-related risk and other risks and explore resilience to financial losses under a variety of scenarios.
- The scenario analysis may include a range of relevant time horizons (taking into consideration the future temperature rise, economic transition pathway, etc.) of the Bank's exposure to financial risk arising from climate change in line with its business strategy for strategic planning and risk management purposes.
- Incorporation of forward looking information in addition to historical data in view of the uncertainties and longer time horizon associated with changes in the climate.
- Use of scenario analysis to explore the sensitivities in longer-term business plans. The Consultant shall assist the Bank in capital planning, as the Bank needs to assess its capital adequacy based on scenario analysis. The Consultant should assist the Bank in conducting a review of the Bank's vulnerabilities through stress testing, as part of the ICAAP.
- Incorporation where the climate-related and environment risk is found material, the results would be used to communicate to the Board of Directors and senior management and should be used for business planning and strategy setting. The Consultant should ensure that the mitigation measures proposed based on the scenario analysis are not only achievable but realistic, credible, consistent with regulatory environment.
- Using the results of stress testing and scenario analysis in reviewing the climate risk management policies and practices of the Bank.
- Framework for assessment of results for climate scenario models, frameworks to be employed by the Consultant and be subjected to review by a range of internal and/or external experts as well as by independent assurance functions.

11. Internal Product

- Alignment of the existing products towards ESG framework and also help in formulation of new products conforming to ESG norms.

12. Raise Capital

- Identify avenues and create capability for raising green finance through issue of various innovative ESG debt instruments like Green Bonds etc.

13. Green Branches & Green Data Centres

- Suggesting various measures to be implemented at the branch operation level which would enable the Bank's branches to become green branches.
- Convert its data centres to green data centres and implement guidance provided by established frameworks like the Green Data Centre Rating Systems.
- Assisting bank in setting up Green Buildings for bank's infrastructure which may include Central Office, CO Annexures, Staff Training Centers, DITs etc. through consultancy only. Any and all civil costs/procurement cost will be borne by bank only at its discretion.

14. Software

- Assist the bank in on-boarding vendor for software to have the following functionality:
 - Net zero in own operations.
 - Portfolio emissions
 - ESG assessment of customers.
 - Disclosures
 - Risk management including physical & transitional risk and scenario analysis. The consultant to work on scope gathering till empanelment of vendor.

15. Data:

- Identify the Data requirements, templates for physical and transitional data.
- External data vendor empanelment
- Assessment of social Impact of bank's lending portfolios.

16. Communication Strategy/ Policy

- Guiding bank to formulate ESG related communication in Social media, Print media and electronic media platforms.
- Assisting bank to create a new section on the bank's official website for ESG related news/ artwork/ articles etc.
- Guiding bank to formulate communication strategy for shareholders, customers and employees.
- Developing media toolkit showcasing bank's ESG itinerary, products etc.

17. Disclosures

- Assist the Bank in identification of ESG related disclosures and identification of data points for disclosure. The disclosures to be used should be based on the major regulations & guidelines around the world pertaining to ESG i.e.
 - BRSR (Business Responsibility and Sustainability Reporting)
 - TCFD (Task Force on Climate - Related Financial Disclosures)
 - GRI (Global Reporting Initiative)
 - ISSB (International Sustainability Standards Board)
 - SDG (Sustainable Development Goals)
 - Any other Regulatory Mandatory Disclosures

The scope includes identification of data points, formulation of templates and data collection process. The scope also includes defining of each sub-section of the above disclosures including design and publishing of the disclosures.

- Conduct materiality assessment aimed at engaging stakeholders and use the insights gained for formulation of strategy and communication.
- Create an implementation roadmap for the ESG related disclosures by following the below mentioned steps.
 - Gap analysis by the Consultant for the existing processes, data and disclosure currently prevalent across the Bank and the required processes, data and disclosure to be made under the relevant ESG related regulation & guidelines.
 - Based on the gap analysis, the various steps to be taken for the disclosure.
 - The consultant should create roadmap and provide guidance to improve the disclosures as per international best practices.

18. Handholding:

- Handhold the Bank in adopting industry best practices in implementation of a robust ESG framework.

19. Sustainability linked Finance Opportunities

- Provide assistance to the Bank in setting-up of Climate Risk Advisory Services which would help the bank in issuing of various ESG based financial products such as Sustainability linked Bonds (SLB), Sustainability linked Loans (SLL) etc.
- Development of products, creation of product manual and providing required training.
- Assist the Bank in obtaining various product related Certifications related to ESG activities.

6. Location of Work

7. The Selected Consultant shall be required to work in close co-ordination with Bank's various teams during the engagement period & shall be required to primarily work at Bank's Corporate Headquarters -Integrated Risk Management Deptt (Srinagar) All expenses (travelling/lodging, etc.) shall be borne by the Consultant.

6. Invitation for Tender Offer

J&K Bank invites tenders for selection of Consultant for Implementation of ESG (Environment Social Governance) Framework through RFP process from suitable bidders, fulfilling the eligibility criteria & technical requirements laid down in this RFP.

In this RFP, the term "bidder" refers to the Risk Management Framework consultancy participating in the RFP process for selection.

The prospective bidders are advised to note the following:

- The interested bidders are required to submit the Non-refundable RFP Application Fee of ₹1500 (Fifteen hundred only) by way of NEFT, details of which are mentioned at clause RFP fees under Part C.

- Bidders are required to submit Earnest Money Deposit (EMD) of ₹2,00,000/- (Rupees Two Lacs Only). The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank acceptable to the Bank. Offers made without EMD will be rejected.
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- Exemption of RFP Fee

Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of RFP fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.

Bidder should submit relevant certificates along with supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

*Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.

7. Project Delivery Milestones

The Banks expects the bidder to meet the delivery Milestones of the Project in five months as detailed in the following table:

Phase	Milestone	Activities	Timeline
Phase-1	Plan and Scope	Identification & engagement of stakeholders and preparation of detailed Project plan along with Milestones.	W1-W2(2 Weeks)
Phase-2	Current Statement Assessment	Assessment of the bank's Landscape with scope elements defined under this RFP Report Submission & Acceptance by Bank.	W3-W10(08 Weeks)
Phase-3	Target State Recommendation & Delivery Roadmap for target state	Suggestion of ESG framework Report Submission with deliverables & Acceptance by the bank	W11-W14(4 Weeks)
Phase-4	Final Report Submission	<ul style="list-style-type: none"> • Presentation of the results of the assessment done to the stakeholders for implementation. • Final Report Submission of outcomes of the discussion with the stakeholders for implementation. Acceptance of the Final Report by the Bank.	W15-W16(2 Weeks)

Phase-5	Implementation of Deliverables	• Implementation of the deliverables as defined in the final report.	W17-W20 (4 Weeks)
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Note: After completion of each phase the on-boarded Consultant shall be required to give presentation to the concerned stakeholders. Further, bank may ask to present project status/outcome etc. before Top Management at any point of time during the engagement period.

The bidder must strictly adhere to the project timeline schedule, as specified in this RFP and any delay in completion of the obligations by the bidder will enable Bank to resort to any or all of the following provided that the bidder is first given a 30 days written cure period to remedy the breach/delay:

- a. Claiming Liquidated Damages
- b. Termination of the contract fully or partly and claim liquidated damages.
- c. Forfeiting of Earnest Money Deposit

However, Bank will have the absolute right to charge penalty and/or liquidated damages as per Tender /contract without giving any cure period, at its sole discretion. The decision of the Bank with regard to the remedy shall be final and binding.

SECTION B- EVALUATION PROCESS

The endeavor of the evaluation process is to select a Consultant, as per the Bank's requirement given under the RFP. The evaluation shall be done by the Bank's internal committees formed for this purpose. Through this RFP, Bank aims to select the Consultant who shall provide the Consultancy services for development of **ESG (Environmental Social and Governance)** Framework. The Consultant shall be entrusted with end to end responsibility for the execution of the project under the scope of this RFP. The consultant is expected to commit for the delivery of services with performance levels set out in this RFP.

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

Stage A. Evaluation of Eligibility

Stage B: Technical Evaluation

Stage C. Commercial Evaluation

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

Stage A-Evaluation of Eligibility

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

Stage B-Evaluation of Technical Bid

All technical bids of bidders who have Qualified Stage A will be evaluated in this stage and a technical score would be arrived at. The bidder should meet the technical requirements as mentioned in the Annexure F. The Bank will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective bidders. The Bank plans to, at its sole discretion, waive any minor non- conformity or any minor deficiency in an offer. The Bank

reserves the right for such waivers and the Bank’s decision in the matter will be final and cannot be claimed as a matter of right.

Bidders scoring at-least overall score of 70 marks or more ,as per Technical Bid Format in Annexure E ,will be declared technically qualified.

Bank may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank. Those Bidders who meet the threshold score of 70 or more will be considered as “Qualified under Stage B” and will be considered for evaluation under Stage C. Those who do not meet the above threshold will not be considered for further evaluation and their EMD will be returned.

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

Stage C-Evaluation of Commercial Bid

Cost Evaluation under Combined Quality cum Cost Based System (CQCCBS)

- i. Under CQCCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%.
- ii. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices
- iii. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

Highest point’s basis:

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

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

Proposal	Technical Score	Evaluated cost

A	75	Rs.120.
B	80	Rs.100.
C	90	Rs.110.

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

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

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

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

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86.0$ points

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

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

Proposal A: 77.4 points : L3

Proposal B: 86.0 points : L2

Proposal C: 90.3 points : L1

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

Under CQCCBS method, the bidder who has secured first rank in technical evaluation shall be called for further negotiation after opening and evaluation of its financial proposals.

The Name of the successful bidder along with details of cost etc. shall be posted on the bank's website after the award to the successful bidder has been made and communicated to him in writing.

SECTION C -RFP SUBMISSION

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.abcpocure.com>

- a) Publishing of RFP
- b) Vendor Registration
- 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) Selection Process
- k) Representative of bidder may contact the Help Desk of e-Tendering agency M/s. eProcurement Technologies Ltd for clarifications on e-Tendering process:
- l) Service Provider:

M/s. E-procurement Technologies Limited

(Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat

Sr. No	Name
1	Sandhya Vekariya – 6352631968
2	Suraj Gupta – 6352632310
3	Ijlalaeahmad Pathan – 6352631902
4	Imran Sodagar - 9328931942

No consideration will be given to e-Bids received after the date and time stipulated in this RFP 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 bids received from the bidders participating in the RFP.

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

2. RFP Fees

The non- refundable RFP application fee of Rs.1500/- (Rs Fifteen Hundred Only) is required to be paid by the prospective bidders through NEFT as per the following details:

Bank Details for RFP Fees	
Account Number	9931530300000001
Account Name	Tender Fee / Cost Account
Bank Name	J&K Bank Ltd
Branch Name	Corporate Headquarters
IFSC Code	JAKA0HRDCHQ (0 denotes zero)
Amount	INR 1500

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

3. Earnest Money Deposit

Prospective bidders are required to submit Earnest Money Deposit (EMD) of ₹ 2,00,000 (Rupees Two Lacs Only). The Bank may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial Bank in India (other than Jammu & Kashmir Bank). The Bank will not pay any interest on the EMD. The bidder can also submit the EMD through NEFT as per the following details:

Bank Details for Earnest Money Deposit	
Account Number	9931070690000001
Account Name	Earnest Money Deposit (EMD)
Bank Name	The J&K Bank Ltd
Branch Name	Corporate Headquarters MA Road Srinagar J&K - 190001
IFSC Code	JAKA0HRDCHQ
Amount	INR2,00,000/-

In case of a Bank Guarantee from a Foreign Bank, prior written permission of the Bank is essential.

EMD submitted through Bank Guarantee/Demand Draft should be physically send in an envelope mentioning the RFP Subject, RFP No. and date to the following address:



Address	Integrated Risk Management Department Jammu and Kashmir Bank Limited Corporate Headquarters M.A. Road, Srinagar - 190001
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Note: EMD is exempted for all Start-ups as recognized by DPIIT/DIPP. In case of such exemption, relevant documents/proof is to be submitted with Bid.

The EMD made by the bidder will be forfeited if:

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

The EMD will be refunded to:

- The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (other than Jammu & Kashmir Bank) from any scheduled commercial bank in India for an amount of 5% of the contract value for a period not less than the contract period plus claim period of six months and validity starting from its date of issuance. The PBG shall be submitted within 30 days of the PO issued from the Bank.
- The Unsuccessful Bidder, only after acceptance of the PO by the selected bidder.

3. Tender Process

- Three-stage bidding process will be followed The response to the RFP should be submitted in three parts: Eligibility Bid, Technical Bid & commercial bid through online e-tendering portal with tender document fee as mentioned above.
- The Bidder shall submit their offers strictly in accordance with the terms and conditions of the RFP. Any Bid, which stipulates conditions contrary to the terms and conditions given in the RFP, is liable for rejection. Any decision of Bank in this regard shall be final, conclusive and binding on the Vendor.
- L1 Bidder will be arrived at through CQCCBS process
- Bank will enter in to contract with the L1 bidder. Rates fixed at the time of contract will be non-negotiable for the whole contract/SLA period and no revision will be permitted. This includes changes in taxes or similar government decisions
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- vi. The selection will deem to be operative until close of assigned project i.e. augmenting the Risk Management Framework , and hence agencies deploying resources should ensure the resources availability until completion of the work in hand or till the extended period as per the project terms and conditions
- vii. If the service provided by the Bidder is found to be unsatisfactory or if at any time it is found that the information provided by the Bidder is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the vendor. Bank's decision in this regard will be final.
- viii. If any of the shortlisted Bidder are unable to fulfil the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other participating Bidder after giving 15-days" notice to the defaulting Bidder. Also during the period of the contract due to unsatisfactory service, Bank will have the right to cancel the contract and award the contract to other participating Bidders

4. Bidding Process

- i. **The bids in response to this RFP must be submitted in three parts:**
 - a. Confirmation of Eligibility Criteria
 - b. Technical Bid" (TB) including and
 - c. Commercial Bid" (CB).
- ii. The mode of submission of Confirmation of Eligibility Criteria, Technical Bid (TB) and Commercial Bid (CB) shall be online.
- iii. The Bidders who qualify the Eligibility Criteria & Technical Evaluation will be qualified for commercial bid evaluation. The successful Bidder will be determined based by the CQCCBS as per the stated Commercial Evaluation process.
- 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. Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount / Bank Guarantee in lieu of the same should accompany the Technical Bid. Bidders, who have not paid Cost of RFP and Security Deposit (EMD amount) will not be permitted to participate in the bid and bid shall be summarily rejected.
- vii. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder'
- viii. 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.
- ix. No rows or columns of the tender should be left blank. Offers with insufficient information are liable to rejection.

- x. 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.
- xi. Bank reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.
- xii. Modification to the Bid Document, if any, will be made available as an addendum/corrigendum on the Bank's website and Online tendering portal.
- xiii. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders' queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly visit Bank's website or online tendering portal to get themselves updated on changes / development in relation to this RFP.
- xiv. Prices quoted should be exclusive of GST.
- xv. Applicable taxes would be deducted at source, if any, as per prevailing rates.
- xvi. The price ("Bid Price") quoted by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material or any other reason whatsoever.
- xvii. During the period of evaluation, Bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation.
- xviii. The Bank's decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.
- xix. The Bidder shall bear all the costs associated with the preparation and submission of its bid and the bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. Deadline for Submission of Bids:

- i. Bids must be received at the portal and by the date and time mentioned in the "Schedule of Events".

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. However, the extension cannot be claimed as a matter of right by the Bidder. All rights and obligations of the Bank and Bidders will remain the same.

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

Bid Validity Period

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.

ii. Price quoted by the Bidder in the process shall remain valid for duration of 6 calendar months from the date of conclusion of RFP process

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.

6. Bid Integrity

Wilful 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.

7. 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.

8. 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.

9. Modification and Withdrawal of Bids

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

10. Payment terms

The payment will be made quarterly based on the receipt of quarterly report satisfying the terms and conditions stipulated by the bank.

S.No	Milestone	Payment (Incl. Of applicable taxes)
1	Phase 1(Plan & Scope)	10% of the total fee / tco
2	Phase 2(Current Statement Assessment)	20% of the total fee / TCO
3	Phase 3(Target State Recommendation & Delivery Roadmap for target state)	20% of the total fee / TCO
4	Final Report Submission	20% of the total fee / TCO
5	Implementation of Deliverables	30% of the total fee / TCO

SECTION D-GENERAL TERMS & CONDITIONS

1. Standard of Performance

The successful 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 standards recognized by the international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technologies, procedures and methods. The successful Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to J&K Bank and shall, at all times, support and safeguard J&K Bank's legitimate interests.

2. Indemnity/Bid Security /Performance Guarantee:-

Successful bidder shall undertake to keep the 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 successful bidder in performance of the contract. The successful bidder shall also place with the Bank an amount of 5% of the contract value in shape of the performance Guarantee issued by any reputed Bank in India. The BG shall be valid not less than contract term plus the claim period of six months.

The Successful Bidder shall indemnify and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees), relating to or resulting from:-

- i. Intellectual Property infringement or misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- ii. Claims made by the employees who are deployed by the Successful Bidder.
- iii. Breach of confidentiality obligations by the Successful Bidder,
- iv. Negligence (including but not limited to any acts or omissions of the Successful Bidder, its officers, principals or employees) or misconduct attributable to the Successful Bidder or any of the employees deployed for the purpose of any or all of the its obligations,
- v. Any loss or damage arising out of loss of data;
- vi. Bonafide use of deliverables and or services provided by the Successful Bidder;
- vii. Non-compliance by the Successful Bidder with applicable Laws/Governmental/Regulatory Requirements.

The Successful Bidder shall be responsible for any loss of data due to acts of its representatives, and not just arising out of negligence or misconduct, as such liabilities pose significant risk.

It is hereby agreed that the above said indemnity obligations shall apply notwithstanding anything to the contrary contained in this RFP/subsequent Agreement.

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. Inordinate delay in providing the deliverables of the RFP.
- d. Serious discrepancies noted in the inspection.
- e. Breaches in the terms and conditions of the Order.
- f. Non submission of acceptance of order within 7 days of order.
- g. Excessive delay in execution of order placed by the Bank.
- h. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- i. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

Liquidated Damages

If Selected Consultant fails to make delivery or perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the TCO price, as liquidated damages, a sum equivalent to 1% of the TCO for delay of every 2 week or part thereof maximum up to 10% of the TCO .Once the maximum is reached, Bank may consider termination of Contract pursuant to the conditions of contract. However, the bank reserves the right to impose / waive any such penalty.

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.

Right to Audit

Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Bidder. The Selected Consultant shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Bidder is required to submit such certification by such Auditors to the Bank.

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

4. 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 Consultant/bidder and not involving the consultant/bidder's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, pandemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.
- iii. Unless otherwise directed by the Bank in writing, the selected consultant/bidder 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 endeavour 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.

5. 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.

6. Amendments

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

7. Assignment

The Selected consultants 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.

8. Applicable law and jurisdictions of court

The Contract with the selected consultant shall be governed in accordance with laws of India so far as they are applicable to the UT of J&K for the time being in enforce and will be subject to the exclusive jurisdiction of Courts at Mumbai (with the exclusion of all other Courts).

9. Resolution of Disputes and Arbitration clause:

In the case of any dispute arising upon or in relation to or in connection with this RFP between parties, the disputes shall at the first instance be resolved through negotiations. If the dispute cannot be settled amicably within thirty (30) days from the date on which either Party has served written notice on the other of the dispute then any party can submit the dispute for arbitration under Arbitration and conciliation Act, 1996 through sole arbitrator to be appointed mutually by the bank and bidder.

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 by both the Parties.

The parties shall continue to be performing their respective obligations, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration.

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

The Selected Consultant shall have to execute service level agreement for deliverables and successful execution of the projects to meet Bank's requirement to its satisfaction. The Bank would stipulate strict penalty clauses for non-performance or any failure in the delivery of the services to the bank by the selected vendor. The Bidder should execute the Agreement within 30 days from the date of acceptance of Work 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 under 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.

11. '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.

12. No Agency

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

13. 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 and impact of positive risks so that project performance is improved for attainment of business goals.

14. Information Security:

- a. The Selected consultants and its personnel shall not carry any written material, layout, diagrams, hard disk, flash / pen drives, storage tapes or any other media out of J&K Bank's premises without written permission from J&K Bank.
- b. The Selected consultants personnel shall follow J&K Bank's information security policy and instructions in this regard.
- c. The Selected consultants 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 Selected consultants agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which shall not be less than that used by Successful Bidder to protect its own proprietary information. Selected consultants recognizes that the goodwill of J&K Bank depends, among other things, upon the Selected consultants keeping such proprietary information confidential and that unauthorized disclosure of the same by Selected consultants could damage J&K Bank. By reason of Successful Bidder's duties and obligations hereunder, Selected consultants may come into possession of such proprietary information, even though the Selected consultants 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. Selected consultants shall use such information only for the purpose of performing the Service(s) under the Contract/Agreement.
- d. Selected consultants 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 Selected consultants by J&K Bank, including any copies or reproductions, both hardcopy and electronic.

- e. That the Selected consultants and each of its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses. Without limiting the foregoing, the Selected consultants and its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Successful Bidder's and its subsidiaries' businesses.
- f. The Selected consultants 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.

15. No Set-Off, Counter-Claim and Cross Claims:

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

16. 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.

17. Bidder Utilization of Know-how:

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

18. Corrupt and Fraudulent practice:

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

19. 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.

20.Proposal Process Management

The Bank reserves the right to accept or reject any/all proposal/ to revise the RFP, to request one or more re-submissions or clarifications from one or more BIDDERS, or to cancel the process in part or whole without assigning any reason whatsoever. No BIDDER is obligated to respond to or to continue to respond to the RFP. Additionally, the Bank reserves the right to alter the requirements, in part or whole, during the RFP process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentation and contract negotiation processes.

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 written 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.

22.Sub-Contracting

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

23.Award Notification

Participant Bidders must meet the eligibility criteria & technical requirements to be considered for Selection. Contract shall be awarded based on the eligibility criteria, technical bid & financial bid

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 selected consultants in writing. The time for completion of the work will be extended suitably to account for duration of the suspension.

SECTION E-Annexures

Annexure A: Confirmation of Terms and Conditions

To

Chief Risk Officer
Risk Management Department
Jammu & Kashmir Bank
The Jammu & Kashmir Bank M.A Road, Srinagar

Dear Sir,

Sub: RFP No..... Request for Proposal (RFP) for Selection of Consultants for ESG Framework , dated

Further to our proposal dated , in response to the Request for Proposal for selection of vendor for Selection of Consultants for ESG Framework (hereinafter referred to as "RFP") issued by 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

Chief Risk Officer
Integrated Risk Management Department
Corporate Headquarters
The Jammu & Kashmir Bank M.A Road, Srinagar
Dear Sir,

Sub: RFP no: _____ for selection of Consultant for implementation of
(Environmental Social and Governance) Framework, 2025
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 D: Details of Consultant for

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 Consulting Services available	
14	Web Site address of the Company	

Date:

Seal and signature of the bidder

Annexure E: Compliance to Eligibility Criteria

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

S.No	Criteria	Documents to be submitted as proof
1	The bidder should be a Limited Liability Partnership (LLP)/Company Registered under Companies Act 1956 having its office in India and should be in operation for a minimum period of Five years as on date of issuance of this RFP. It should not be Individual / Proprietary Firm / HUF etc.	Copy of the Certificate of Incorporation should be enclosed
2	The bidder should have minimum experience of 5 years or more and must have undertaken at least two similar consultancy projects as defined in the Scope, in any Scheduled Commercial Bank or in any BFSI in the last three years as on date of issuance of this RFP	Details of similar projects handled during the last 5 years may be submitted on the letter head of the Company and signed by the authorized person on behalf of the company.
3	The bidder must have valid GST Registration, CIN (wherever applicable) , LLPIN (wherever applicable) and PAN number allotted by the respective authorities	Copies of all the relevant certificates
4	Bidder should have average annual turnover of minimum Rs. 10 Crore or more for the last 3 FY's (i.e 31.03.2023, 31.03.2024, 31-03-2025).	Audited Balance sheet and Profit & Loss Statement or Statutory auditor's certificate is to be submitted
5	The bidder should have positive net worth in last 3 FY's. (i.e 31.03.2023 , 31.03.2024, 31-03-2025)	Relevant audited financial certificates by an authorized CA must be provided

6	The Bidder should not be involved in any Bankruptcy filing or for protection from it.	Undertakings from the Bidder in this regard should be enclosed.
7	Bidder should have minimum 10 technical/professional staff, should already have been associated with similar support with them on permanent rolls.	Profile of the employees along with name, qualification should be furnished on the company's letter head. Experience certificate to be attached.(duly signed by authorized signatory)
8	The bidder should have demonstrated capability and domain expertise in the area of Risk Management in Banking industry particularly with banks having balance sheet size of 1,50,000 crore or more. (Minimum one bank)	Evidences from assignments completed for client banks/ financial institutions.
9	The Bidder should not have been prohibited by any regulatory authority or Court or Tribunal or any Authority for offering such services and should not have been blacklisted/debarred penalized by Central Government or State Government or SEBI or RBI or by any other Regulatory authority in the past or is pending.	Details in this regard, if any, should be provided in a format. Letter from authorised signatory
10	The Bidder should not be a blacklisted by any Government / PSU department or bank.	Undertakings from the Bidder in this regard should be enclosed

S.No	Criteria	Documents to be submitted as proof	Bidder's Compliance (Yes/No)
1	The bidder should be a Limited Liability Partnership (LLP)/Company Registered under Companies Act 1956 having its office in India and should be in operation for a minimum period of Five years as on date of issuance of this RFP. It should not be Individual / Proprietary Firm / HUF etc.	Copy of the Certificate of Incorporation should be enclosed	

2	The bidder should have minimum experience of 5 years or more and must have undertaken at least two similar consultancy project as defined in the Scope, in any Scheduled Commercial Bank or in any All India Financial Institution (as indicated by RBI) in the last five years as on date of issuance of this RFP	Details of similar projects handled during the last 5 years may be submitted on the letter head of the Company and signed by the authorized person on behalf of the company.	
3	The bidder must have valid GST Registration, CIN (wherever applicable) , LLPIN (wherever applicable) and PAN number allotted by the respective authorities	Copies of all the relevant certificates	
4	Bidder should have average annual turnover of minimum Rs. 10 Crore or more for the last 3 FY's (i.e. 31.03.2023, 31.03.2024, 31-03-2025.	Audited Balance sheet and Profit & Loss Statement or Statutory auditor's certificate is to be submitted	
5	The bidder should have positive net worth in last 3 FY's. (i.e. 31.03.2023 , 31.03.2024, 31-03-2025)	Relevant audited financial certificates by an authorized CA must be provided	
6	The Bidder should not be involved in any Bankruptcy filing or for protection from it.	Undertakings from the Bidder in this regard should be enclosed.	
7	Bidder should have minimum 5 technical/professional staff, should already have been associated with similar support with them on permanent rolls.	Profile of the employees along with name, qualification, experience, quality of key resources, status of resources in the organization, their background, etc should be furnished on the company's letter Head. Experience certificate to be attached.(duly signed by authorized signatory)	

8	The bidder should have demonstrated capability and domain expertise in the area of Risk Management in Banking industry	Evidenced from assignments completed for client banks/ financial institutions.	
9	The Bidder should not have been prohibited by any regulatory authority or Court or Tribunal or any Authority in offering such services and should not have been blacklisted/debarred penalized by Central Government or State Government or SEBI or RBI or by any other Regulatory or authority in the past or is pending.	Details in this regard, if any, should be provided in a format. A notarized affidavit to this effect must be furnished.	
10	The Bidder should not be a blacklisted by any Government / PSU department or bank.	Undertakings from the Bidder in this regard should be enclosed	

All documentary evidence/certificates (duly signed by authorized signatory) confirming compliance criteria should be part of eligibility criteria.

In absence of required documentary proofs, the bids will not be considered for further evaluation. No further correspondence will be entertained in this case. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

Note:

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
3. Bank will not consider the bids of bidders having poor or unsatisfactory past experience in execution or providing support to any project in past.
4. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
5. Please write description of items in brief instead of writing words like "Offered", "Complied with" etc.

Annexure F: Technical Evaluation

The scoring criteria for technical evaluation is distributed as under:

S. No.	Evaluation Parameters	Max Marks	Scoring Criteria	Relevant Proof
1	Experience of Bidder in providing consultancy services in Banking industry &/or in Financial Sector in the field of Risk Management	25	25 marks: 12 Years or more 15 marks: 8 Years but less than 12 Years 10 marks: More than 5 Years but less than 8 Years	A copy of engagement letter/work order/ letter of award with relevant details for each assignment to be furnished by the bidder. Details of the training programs conducted in the relevant field of Risk Management.
2	Bidder's Key resources/ proposed team profile having experience in executing similar consultancy projects or experience in the relevant field of Risk Management with professional qualifications.	25	25 Marks: 15 or more Resource having experience of ten years in Risk Management of a Bank/Financial Institution) 15 Marks: 8 but less than Resource 15 Resources having experience of ten years in Risk Management of a Bank/Financial Institution) 10 Marks:- 5 or more but less than 8 Resource having experience of ten years in Risk Management of a Bank/Financial Institution)	Profile of the employees along with name, qualification, should be furnished on the company's letter Head. Experience certificate to be attached.
3	Profile & business activities of the bidder in last 3 years	10	10 Marks:- Average Turnover of above Rs.50 crore 7 Marks:- Average Turnover of Rs. 25 crore and upto Rs.50 Crore 5 Marks:- Average Turnover of Rs.10 Crore to Rs. 25 crore	Audited Balance sheet and Profit & Loss Statement or Statutory auditor's certificate is to be submitted

4	Approach and Methodology <ul style="list-style-type: none"> • Understanding of the Bank and Scope of the RFP and plan for transfer of capabilities and knowledge • Approach for implementation of enhanced risk management framework. • Deliverables Proposed for various Inscope elements • Tools and techniques, standard operating procedures and best practices to be adopted • Plan of building capabilities to the different layers of the Bank and Knowledge transfer • Approach for Sustainability plan • Training and hand-holding of key Resources of the Bank 	40	Bidder Presentation	
Total		100		

We hereby confirm that our proposed Solution meet all the specifications as mentioned above and have submitted the supporting documents against each point claimed.

Signature and Seal of Company



Annexure G: Non-disclosure Agreement (NDA)

Non- Disclosure Agreement

THIS NONDISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of (/ /2024) by and between _____, a company incorporated under the laws of India, having its registered address at (the “reserving party/ Company”) and

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

The Company/receiving party and bank/disclosing party are hereinafter collectively referred to as parties and individually as a party.

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Purpose J&K Bank 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 part as shown by the receiving party's files and records immediately prior to the time of disclosure;
- IV. is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality;
- V. is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or
- VI. Is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

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

4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and nondisclosures 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 writing in the event of any unauthorized use or disclosure of the Confidential Information.

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

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

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

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

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

9. 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.

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

11. 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.

12. 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.

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

The place of Arbitration shall be Srinagar, India and the language of the arbitration proceedings and that of all the documents and communications between the parties shall be English.

The decision of the arbitrator shall be final and binding upon the parties. The expenses of the arbitrator as determined by the arbitrator shall be borne equally.

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

NOTICES

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

(Contact details of company)

(Contact details of Bank).

14. Miscellaneous. This Agreement shall bind and injure to the benefit of the parties hereto and their successors and assigns. This document contains the entire Agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation,

express or implied by law, with respect to trade secret or propriety information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

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

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

COMPANY NAME

RECIPIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Annexure H: Undertaking

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

To
Chief Risk Officer
Risk Management Department
Corporate Headquarters
The Jammu & Kashmir Bank M.A Road, Srinagar

Dear Sir,

Sub: RFP no: for selection of Consultant for Implementation of ESG Framework for Bank _
Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Consultancy for ESG Framework to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the 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 understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the RFP in full or in part without assigning any reasons whatsoever.

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

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

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

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

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

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

We enclose cost of RFP Rs./- (Rupees Five Thousand Only) favoring J&K Bank Ltd, towards cost of RFP, details of the same is as under

We enclose cost of RFP Rs 1500/- (Fifteen Hundred Only) and EMD of Rs.2,00,00/- (Rupees Two Lacs Only) in Bank Transfer/Demand Draft/Bank Guarantee favoring J&K Bank Ltd, towards cost of RFP/bid security, details of the same is as under

No. :

Date:

Name of Issuing Bank:

Dated at _____this day of 2025

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

We agree to all terms & conditions of the RFP.

Place:

Seal and signature of the bidder



Annexure K: Know Your Employee (KYE) Clause

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

1. We on the behalf of _____ (name of the company) hereby confirm that all the resources (both on-site and off-site) working on the Bank's project ie. **RFP for selection of consultant for ESG Framework** have undergone KYE (Know Your Employee) process and all the required checks have been performed prior to employment of said employees as per our policy.
2. We confirm to defend and keep the bank indemnified against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank for implementation of **ESG Framework**

Note: These details should be on the letterhead of the bidder company and each & every page should be signed by their Authorized Signatory with name and seal of the company.

Sign and seal of Competent Authority
Name of Competent Authority
Dated