



**Online Request for Proposal (e-RFP)
For
Engagement of Independent Assurance Provider for Assurance
Certification on Non-Financial Disclosures in the Annual Report
and Business Responsibility and Sustainability Report of
Jammu and Kashmir Bank Limited for FY 2025-26**

**e-RFP Ref.NoJKB/CHQ/Engagement-Assurance-Provider/2026-1745
Dated : 30-05-2026**

Issued by:
Jammu and Kashmir Bank Limited
Board Secretariat, 5th Floor
Corporate Headquarters, M. A. Road,
Srinagar, Kashmir, J&K, 190001
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CIN: L65110JK1938SGC000048

SCHEDULE OF RFP

e-RFP Reference No.	JKB/CHQ/Engagement-Assurance-Provider/2026-1745 Dated : 30-05-2026
Date of Issue of RFP	30-05-2026
RFP Description	Engagement of Independent Assurance Provider (“IAP”) for Assurance Certification on Non-Financial Disclosures in the Annual Report and Business Responsibility and Sustainability Report of Jammu and Kashmir Bank Limited 2025-26
Issuer of the RFP-Department	Board Secretariat
Bank’s Communication Details	5th Floor Corporate Headquarters M A Road Srinagar Phone No -0194-2483775 email id - board.sectt@jkbmail.com
Bid Document Availability including changes/amendments, if any to be issued	Tender can be downloaded from and submitted on Bank’s e Tendering Services Provider’s Portal https://jkbank.abcprocure.com from June 01, 2026, 16.00 Hrs. to June 15 , 2026, 17.00 Hrs.
Pre-bid Queries submission Date and Mode	All Clarifications / Queries shall be raised online only through e-Tendering Portal https://jkbank.abcprocure.com by or before June 06, 2026, 17.00 Hrs.
Clarifications to pre-bid queries will be provided by the BANK.	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on June 10, 2026
Last Date of Submission of RFP Bid	June 15 , 2026, 17.00 Hrs.
Submission of online Bids	As prescribed in Bank’s online tender portal https://jkbank.abcprocure.com

Date and time of opening of technical bid	To be notified separately										
Corrigendum	All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com only										
For e-Tender related Queries	<p style="text-align: center;">Service Provider:</p> <p style="text-align: center;">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 style="text-align: center;">Help Desk:</p> <table border="1" data-bbox="628 869 1406 1187"> <thead> <tr> <th data-bbox="628 869 735 925">Sr. No</th> <th data-bbox="735 869 1406 925">Name</th> </tr> </thead> <tbody> <tr> <td data-bbox="628 925 735 987">1</td> <td data-bbox="735 925 1406 987">Sandhya Vekariya - 6352631968</td> </tr> <tr> <td data-bbox="628 987 735 1050">2</td> <td data-bbox="735 987 1406 1050">Suraj Gupta - 6352632310</td> </tr> <tr> <td data-bbox="628 1050 735 1128">3</td> <td data-bbox="735 1050 1406 1128">Ijlalaehmad Pathan - 6352631902</td> </tr> <tr> <td data-bbox="628 1128 735 1193">4</td> <td data-bbox="735 1128 1406 1193">Imran Sodagar - 9328931942</td> </tr> </tbody> </table>	Sr. No	Name	1	Sandhya Vekariya - 6352631968	2	Suraj Gupta - 6352632310	3	Ijlalaehmad Pathan - 6352631902	4	Imran Sodagar - 9328931942
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DISCLAIMER

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

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

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

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

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

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

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A. INTRODUCTION

1. Brief About Bank:

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

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

2. Purpose and Eligibility Criteria

Jammu and Kashmir Bank Limited being a Listed Company coming under the list of top 1000 listed companies by market capitalization as on December 31, 2025, is required to undertake assurance of the Business Responsibility and Sustainability Report Core (BRSR Core) for the financial year 2025-26 in terms of Regulation 34(2)(f) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI LODR Regulations”). Accordingly, the Bank intends to engage an Assurance Provider to undertake Assurance of BRSR Core for the financial year 2025-26.

To be eligible, the bidders should have the following technical qualifications:

- (i) Applicants must read carefully the eligibility criteria provided in Annexure-A. The Bidder should as per SEBI guidelines have successfully assured at least 02 Sustainability Reports/ Integrated Reports/ ESG Reports for any Company or PSU or Government Ministry/Department as per GRI G3/3.1/G4 guidelines/ GRI Standards/ AA1000AS/ ISAE3000 Standards/ International IR framework during the period of three (3) years from 31.03.2023. A self-certification from the bidder as per the attached format mentioning the name of the company and the year in which reasonable assurance of BRSR Core was provided shall be submitted along with the Technical Bid. The issuance of Reasonable Assurance to the same company for more than one time shall be counted as Reasonable Assurance provided to one company.
- (ii) The bidder or any of its associates should not be selling its products or providing any non-audit / non-assessment / non-assurance related service including consulting services, to

the Bank or its subsidiary/ Associate viz., JKB Financial Services Limited and Jammu & Kashmir Grameen Bank, irrespective of whether the nature of the product / service is financial or non-financial.

(iii) The bidder shall use any of the a globally accepted assurance standard on sustainability / non-financial reporting prescribed by SEBI such as the International Standard on Assurance Engagements (ISAE) 3000, International Standard on Sustainability Assurance (ISSA) 5000 or assurance standards issued by The Institute of Chartered Accountants of India (ICAI), such as Standard on Sustainability Assurance Engagements (SSAE) 3000 or Standard on Assurance Engagements (SAE) 3410 “Assurance Engagements on Greenhouse Gas Statements.

3. Scope of Work

Submission of Assurance for BRSR Core for the financial year 2025-26 in terms of Regulation 34(2)(f) of SEBI LODR Regulations, read with applicable Circulars, Notifications and Guidelines issued thereunder from time to time.

4. Other Terms and Conditions

- (i) The assurance shall be performed through online/VC meetings to the extent possible. Documents will be made available for verification through online/VC and at the Headquarters located at Srinagar. The bidder has to make their own stay and travel arrangements which is not reimbursable by the Bank.
- (ii) Any activity though not specifically covered in the bidding documents but required for achieving the key deliverables shall be deemed to be included in the Scope of Work.

5. Delivery Schedule

The successful bidder shall complete the BRSR Core Assurance within 30 (thirty) days from the date of written communication by the Bank confirming its readiness for the assurance process and upon sharing of the finalized BRSR Report. If the service provided by the successful bidder is found to be unsatisfactory or if at any time it is found that the information provided is false, the Bank reserves the right to revoke the awarded contract by giving mere intimation in writing to the successful bidder. Bank’s decision in this regard will be final.

6. Validity of Engagement

The engagement shall be to provide Assurance for BRSR Core for FY 2025-26.

7. Submission of Bids

The tenders are invited for technical bid (online) and commercial bid (online) from suitable bidders. In this RFP, the term “bidder / prospective bidder” refers to the bidder delivering services mentioned in this RFP. The Technical Specifications, Price Bid, Terms and Conditions and various formats for submitting the tender offer are described in the tender document and Annexures.

B-EVALUATION PROCESS

1. Evaluation of Bids

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

Stage A. Evaluation of Eligibility

Stage B. Technical Evaluation

Stage C. Commercial Evaluation

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

Stage 1-Evaluation of Eligibility

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

Stage 2-Evaluation of Technical Bid

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

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

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

The Bidders will submit the Technical Bid in the format as per **Annexure B**. A copy of the Board Resolution or Power of Attorney issued by the Service Provider, authorizing the signatory to execute and sign the tender documents on its behalf, shall be submitted along with the tender documents.

Stage 3- Evaluation of Commercial Bid

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

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

The Bank at its own discretion may undertake reverse auction.

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

Combined Quality cum Cost Based System (CQCCBS):

- i. Under CQCCBS, the technical proposals will be allotted weightage of 70% while the financial/ commercial 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 has been specified in the RFP.
- iv. In case of a tie, preference will be given to the bidder having higher technical score. In case tie persists, the bidder having longer length of experience shall be treated as successful bidder.

Highest point's basis:

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

As an example, the following procedure can be followed. In a particular case of selection of 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	Evaluated cost
A	Rs.120
B	Rs.100
C	Rs.110

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

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

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

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

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

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

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

Proposal A: 77.4 points : H3

Proposal B: 86 points : H2

Proposal C: 90.3 points : H1

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

C-RFP SUBMISSION

1. Bidding Process

- i. The bids in response to this RFP must be submitted in three parts:
 - a. Confirmation of Eligibility Criteria
 - b. Technical Bid (TB) and
 - c. Commercial Bid (CB)
- ii. The Bid is to be submitted through the Bank's e-Tendering services provider's portal <https://jkbank.abcprocure.com> for providing services in response to this RFP. Documents mentioned below are to be uploaded on above mentioned portal:
 - a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - b) Bid covering letter on the lines of Annexure-D on Bidder's letter head.
 - c) Specific response with supporting documents in respect of Bidder's Eligibility Criteria as mentioned in Annexure-E and Technical & Functional Specifications on the lines of Annexure-B.
 - d) Bidder's details as per Annexure-F on Bidder's letter head.
 - e) Audited financial statement and profit and loss account statement/ Auditor's Certificate.
 - f) A copy of board resolution along with copy of power of attorney (POA) wherever applicable showing that the signatory has been duly authorized to sign the Bid document.
 - g) Copy of Certificate of Incorporation issued by Registrar of Companies as mentioned in Eligibility Criteria under Annexure -A.
 - h) All other Appendices/ Annexures as applicable in this RFP.
- iii. Commercial/ Price Bid for providing Services in response to this RFP should contain only Commercial/ Price Bid strictly on the lines of Annexure-C. The Commercial/ Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
- iv. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder'.
- v. 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.
- vi. Modification to the Bid Document, if any, will be made available as an addendum/corrigendum on the Bank's website and Online tendering portal.
- vii. 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.

- viii. Prices quoted should be exclusive of GST. Applicable taxes would be deducted at source, if any, as per prevailing rates.
- ix. 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.
- x. 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.
- xi. 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.
- xii. Bank reserves the right to quash/ re-issue / re-commence the entire bid process without assigning any reason thereof.

2. Deadline for Submission of Bids:

- i. Bids must be received at the portal and by the date and time mentioned in the “Schedule of Events”.
- ii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted at the portal by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- iii. Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.

3. Bid Validity Period

- i. Bid shall remain valid for duration of two calendar months from Bid submission date.
- ii. Once Purchase Order/ letter of acceptance or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

4. Bid Integrity

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

5. 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.

6. Contents of Bid Document

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility of Bidders and shall be summarily rejected.
- iii. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.
- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in **English**.

7. 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.

D-GENERAL TERMS & CONDITIONS

1. TERMS & CONDITIONS OF RFP

Payment Terms

Payment shall be released within one month from the date of submission of a valid invoice, raised subsequent to issuance of the assurance report on BRSR Core, and subject to compliance with the applicable guidelines issued by the Securities and Exchange Board of India.

No advance payment shall be made by the Bank. Further, the Bank shall not bear or reimburse any expenses towards travel, lodging, boarding, hotel accommodation, local conveyance, stay arrangements, or any other incidental or out-of-pocket expenses incurred in connection with the assignment.

Confidentiality

The bidder shall maintain strict confidentiality in respect of all information, data, records, documents, reports, and other materials shared by the Bank in connection with and for the purpose of the engagement. Such information shall not be disclosed, published, circulated, or communicated to any person or entity other than those personnel employed or authorized by the bidder for performance of the services under the contract.

Any disclosure to such personnel shall be made strictly on a need-to-know basis, in confidence, and only to the extent necessary for the proper discharge of obligations under the engagement. The bidder shall ensure that its employees, representatives, agents, or associates maintain complete confidentiality of the information shared by the Bank and shall be responsible for any breach of confidentiality on their part.

Termination

- (i) The Bank reserves the right to terminate the contract, by giving notice in writing, in the event the bidder is found to have made any misrepresentation or furnished any materially incorrect or false information in the technical bid or at any stage during the engagement. The Bank shall also have the right to terminate the contract if, in its opinion, the services rendered by the bidder are deficient in any manner or are not being performed satisfactorily in accordance with the scope of work prescribed herein or under any work order issued by the Bank for submission of assurance on BRSR Core in terms of the applicable guidelines issued by the Securities and Exchange Board of India.

Such termination shall be without prejudice to any other rights, remedies, or actions available to the Bank under the contract or under applicable law, and the Bank shall not be liable for any consequences arising out of such termination. However, prior to termination, the Bank shall issue a show cause notice to the bidder indicating the grounds for the proposed termination and provide a reasonable opportunity to the bidder to explain its position.

- (ii) In the event of termination of the contract on account of misrepresentation or misconduct, no payment shall be payable to the bidder. However, in case of termination for convenience, payment towards services duly rendered by the bidder upto the date of termination shall be released only after adjustment and recovery of all dues, damages,

penalties, losses, or any other amounts recoverable by the Bank under the terms of the contract.

Indemnity

(i) The bidder shall assume full responsibility for and shall indemnify, defend, and keep indemnified and harmless the Bank, its directors, officers, employees, and representatives from and against all liabilities, claims, demands, losses, damages, costs, charges, expenses, taxes, assessments, penalties, punitive damages, legal expenses, attorney's fees, and court costs whatsoever arising out of or in connection with:

- any breach or non-performance of the bidder's obligations under the contract;
- any act, omission, negligence, misconduct, or default attributable to the bidder, its employees, agents, or representatives;
- violation of any applicable local, national, or international laws, rules, regulations, or contractual obligations; and
- claims relating to salaries, wages, statutory dues, compensation, or other benefits payable to persons employed or engaged by the bidder for execution of the work under the contract.

The bidder shall, at its own cost, execute and deliver such further documents, instruments, declarations, or assurances as may be necessary to comply with applicable laws and regulations and to safeguard the interests of the Bank in connection with the contract.

(ii) The Bank shall not be held liable or responsible in any manner whatsoever for any accident, injury, loss, damage, or claim arising out of or during the course of discharge of obligations by the bidder under the contract, and the bidder shall be solely responsible for the same.

Force Majeure

Neither party shall be held liable for any failure or delay in performance of its obligations under the contract, wholly or partly, if such failure or delay is caused by or arises out of events beyond the reasonable control of the affected party, including but not limited to war, hostilities, insurrection, acts or restraints imposed by Government, acts of Legislature or other statutory authorities, riots, civil commotion, legal lockout, strikes, floods, fire, explosions, natural calamities, acts of God, pandemics, or any other unforeseen and unavoidable events beyond human control ("Force Majeure Event").

In the event of occurrence of a Force Majeure Event affecting the performance of services under the contract, the affected party shall promptly notify the other party in writing, supported by adequate documentary evidence, within 15 days from the date of occurrence of such event. Similarly, the cessation of the Force Majeure Event shall also be intimated in writing, along with supporting documentary evidence, within 15 days from the date of cessation.

Subject to assessment of the circumstances and mutual agreement between the parties, the Bank may grant such reasonable extension of time for performance of obligations as may be considered justified due to the Force Majeure Event.

Disputes

In the event of any dispute, difference, or claim arising out of or in connection with the performance, interpretation, or implementation of the contract, the parties shall endeavor to resolve the same amicably through mutual discussions and consultations.

However, if such dispute remains unresolved despite such efforts, the matter shall be referred to the Managing Director & CEO of the Bank, whose decision in the matter shall be final and binding on both the parties to the contract.

Jurisdiction

All questions, disputes or difference arising under, out of, or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts at Srinagar Jammu & Kashmir, India.

Contact for clarifications on tender

In case of any clarification required in this regard, the Company Secretary could be contacted at phone no. 0194-2483775, 2481930-35 (Extensions 1543/1544/1545). The Bank reserves the right to cancel/ restrict/ enlarge/ modify/ postpone and/or extend the date of receipt/ opening of Bid or withdraw the Bid notice without assigning any reason(s) whatsoever. In such case the bidders shall not be entitled to any form of compensation from the Bank.

General Conditions

- (i) Eligible Micro and Small Enterprises (MSEs) shall be entitled to all the benefits prescribed under the Public Procurement Policy for MSEs, wherever applicable.
- (ii) This tender, together with the work order issued by the Bank and the bidder's written acceptance thereof, shall constitute a binding contract between the Bank and the bidder.

SECTION E-ANNEXURES



Annexure-A

Bidder's Eligibility Criteria

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

S. No.	Eligibility Criteria	Documents to be submitted
1	The Bidder must be an Indian firm / company/ LLP/ organization registered under applicable Act in India.	Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2	The Bidder must have successfully assured at least 02 Sustainability Report/I Report/ESG Report for any Company or PSU or Government Ministry, Department as per GRI G3 / 3.1 / G4 guidelines / GRI Standards / AA1000AS / ISAE3000 standards/International IR framework during the period of Three (3) years from 31.03.2023.	Copy of work order and successful completion certificate OR any other document from customer providing desired details about completion of the work with details.
3	The Bidder should have tangible positive net worth during the last 2 immediate consecutive financial years.	Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last two financial years with audit reports and notes on accounts.
4	Bidders should not have been blacklisted for deficiency in service by any listed entity during the last two years.	Bidder should specifically confirm on their letter head in this regard.
5	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of Jammu and Kashmir Bank Limited, both present and those who have retired in the last five years.	A self-declaration by the Bidder on Bidder's letter head.
6	One of the business of the Bidder should be providing ESG advisory or providing Assurance of Non-Financial disclosure in Sustainability Report/ Annual Report or equivalent to entities.	Relevant supporting document

Notes:

a. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

b. Bidder should give a presentation to the Bank's appointed internal committee, when the same is scheduled. The brief presentation shall include the approach, methodology and work

plan for the evaluation exercise. Presentation should clearly articulate the deliverables at each stage of the proposed assignment. Documents relating to this shall form part of the details provided in the technical bid.

c. The executed assignment by the bidder shall qualify as a completed assignment only if, at least, the final report of the work is submitted to the Agency. Date of report submission or final completion will be treated as date of the project for calculating the period of two (2) years.

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

Name & Signature of Authorised Signatory

Seal of Company/Firm

Place:

Date:



Annexure B

Technical Requirements/ Bid Form

(FOR ONLINE SUBMISSION)

Technical Evaluation Criteria

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

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

S. No.	Evaluation criteria	Value	Max. Marks	Marking Criteria	Marks Scored (For Bank's use)
1	No. of Listed entities among Top 500 (with reference to market capitalisation at NSE/ BSE as on 31.03.2026) handled by the Bidder in providing Assurance Certification of their Sustainability Report / Report / ESG Report.		20	Upto 2 Clients = 5 marks 2 Clients to 4 Clients =10 marks 5 Clients to 6 Clients = 15 marks 6 Clients and above = 20 marks	
2	No. of Listed entities other than top 500 (with reference to market capitalisation at NSE/ BSE as on 31.03.2026) handled by the Bidder in providing Assurance Certification of their Sustainability Report / Report / ESG Report.		20	Upto 2 Clients = 5 marks 2 Clients to 4 Clients =10 marks 5 Clients to 6 Clients = 15 marks 6 Clients and above = 20 marks	
3	No. of years of Experience of providing the Assurance Certification of Sustainability Report/Report / ESG Report. of entities (including access to global board benchmarks and best practices)		20	Up to 1 Year = 5 marks More than 1 Year to 2 Years = 10 marks More than 2 Years = 20 marks	
4	Presentation of Proposed Approach, Methodology and Work Plan: completeness, robustness of approach, quality of ideas, activities, tasks, planning, effort estimate etc., with milestones and time frame for completion of different activities along with list of deliverables.		40		
TOTAL MARKS			MARKS SECURED BY THE BIDDER		

Notes:

- Marks will be awarded on a total of 100.
- Mark secured by a bidder is subject to production of sufficient proof against such criteria as required by the Bank. Any misrepresentation would disqualify the bidder from the RFP process. If a bidder is finally selected and at any stage during the term of the contract, Bank finds the false misrepresentation as to value claimed by the bidder, Bank may debar/ expel and blacklist the bidder and reassign the orders to other RTAs and Bank has right to necessary action.

Annexure C

COMMERCIAL/ PRICE BID

(FOR ONLINE SUBMISSION)

Name of the Bidder: _____
 Schedule of the fees and charges payable to successful bidder

S. No.	Particulars	Professional Fees (in Rs.) excluding taxes (A)
1	Providing verification and an assurance of the non-financial details/data and information mentioned in the Annual Report and Business Responsibility and Sustainability Report Core of the Bank for FY 2025-26 and to Issue “Assurance Certification/ Statement on Non-Financial Disclosures in the Annual Report and Business Responsibility and Sustainability Report Core of Jammu and Kashmir Bank limited 2025-26” in accordance with Global Reporting Initiative (GRI), International Federation of Accountants (IFAC), International Standard on Assurance Engagement (ISAE) 3000, Assurance Engagements other than Audits or Reviews of Historical Financial Information, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 or any other applicable laws and subsequent amendments thereof in it and as per the Scope of work stipulated in Annexure D.	

TERMS OF PAYMENT OF FEE & COST:

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

Name & Signature of Authorised Signatory
 Seal of Company/Firm

Annexure D

Tender Offer Cover Letter

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

Dear Sir,

Sub: RFP no: _____ for selection of service provider for Assurance Certification on Non-Financial Disclosures in the Annual Report and Business Responsibility and Sustainability Report dated _____

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to _____

_____ to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

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

Name & Signature of Authorised Signatory



Seal of Company/Firm

Place:

Date:



Annexure E

Compliance to Eligibility Criteria

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

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

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

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

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1	The Bidder must be an Indian firm / company/ LLP/ organization registered under applicable Act in India.		Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2	The Bidder must have successfully assured at least 02 Sustainability Report/ Report/ESG Report for any Company or PSU or Government Ministry, Department as per GRI G3 / 3.1 / G4 guidelines / GRI Standards / AA1000AS/ ISAE3000 standards/ International IR framework during the period of Three (3) years from 31.03.2023.		Copy of work order and successful completion certificate OR any other document from customer providing desired details about completion of the work with details.
3	The Bidder should have tangible positive net worth during the last 2 immediate consecutive financial years.		Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last two financial years with audit reports and notes on accounts.
4	Bidders should not have been blacklisted for deficiency in service by any listed entity during the last two years		Bidder should specifically confirm on their letter head in this regard
5	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of Jammu and Kashmir Bank Limited, both present and those who have retired in the last five years.		A self-declaration by the Bidder on Bidder's letter head.
6	One of the business of the Bidder should be providing ESG advisory or providing		Relevant supporting document

	Assurance of Non-Financial disclosure in Sustainability Report/ Annual Report or equivalent to entities		
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Documentary evidence must be furnished against each of the above criteria alongwith an index. All documents must be signed by the authorized signatory of the prospective Bidder. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

Name & Signature of Authorised Signatory

Seal of Company/Firm

Place:

Date:



Annexure F

Details of Bidder

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

BIDDER'S DETAILS

PART -A: GENERAL INFORMATION

S. No	Particulars	Bidder's Response		
1.	Name of the Firm/ Company/ LLP/ Organization			
2.	Date of Incorporation/ Registration			
3.	Constitution			
4.	Registered Office & Corporate Office Address with following details - a) E-mail address b) Telephone Number c) Fax number			
5.	Addresses of Service Centres/ Operating Offices/ Representative Office with following details - a) E-mail address b) Telephone Number c) Fax number			
6.	Registration No.			
7.	ISO certification, if any.			
8.	Income Tax PAN No.			
9.	GST No.			
10.	Net worth of the Company for the FY 2023-24 and 2024-25 [as per Audited Accounts/ Auditor's Certificate]	F.Y.	Net worth	
		2023-24		
		2024-25		
11.	Turnover and Net Profits of the Organization for the FY 2023-24 and 2024-25 [as per Audited Accounts/Auditor's Certificate]	F.Y.	Turnover	Net profit
		2023-24		
		2024-25		

18	No. of Listed entities handled by the Bidder in providing Assurance Certification of their Sustainability Report / Report / ESG Report.	
	No. of years of experience in handling assignments for providing Assurances of Sustainability Report of entities.	
	Name of the Public and Private Sector Banks where similar services are being offered.	
19	Agreeable to provide security deposit in form of BG as mentioned in RFP.	
	Name of all the Directors / Managing Director: a. E-mail Address b. Telephone Number c. Fax Number d. Office address e. Residential Address (Please enclose separate sheet)	

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

Name & Signature of Authorised Signatory

Seal of Company/Firm

Date:



Annexure G

Confirmation of Terms and Conditions

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

Dear Sir,

Sub: RFP Nofor Assurance Certification on Non-Financial Disclosures
in the Annual Report and Business Responsibility and Sustainability Report date
.....

Further to our proposal dated, in response to the Request for Proposal for
selection of Bidder for **Assurance Certification on Non-Financial Disclosures in the Annual
Report and Business Responsibility and Sustainability Report** (hereinafter referred to as
“RFP”) issued by Jammu and Kashmir Bank Limited (J&K BANK) we hereby covenant, warrant
and confirm as follows:

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

Name & Signature of authorised signatory

Seal of Company/Firm

Place:

Date:

Annexure H

Non-disclosure Agreement (NDA)

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

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- i. was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (contact details of Company/Receiving party)

_____ (contact details of Bank/Disclosing Party).

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

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

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

COMPANY NAME

Bank

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Company Seal

Company Seal

