On-line Request for Proposal (e-RFP)
For
Selection of Legal Counsel for Proposed Qualified Institutional Placement (QIP)

e- RFP Ref. No.JKB/CHQ/BST/Legal-Counsel-QIP/2026-1795
Dated: 13-07-2026

Issued by

Capital Committee Executive

Jammu and Kashmir Bank Limited

Corporate Headquarters

M.A. Road, Srinagar – 190001

Website: www.jkbank.com

Email: bond@jkbmail.com

J&K Bank
Serving To Empower

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1. Disclaimer

1.1 The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/ email by or on behalf of J&K Bank Limited, is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP is neither an agreement nor an offer and is only an invitation by the Bank tothe interested parties for submission of bids. The purpose of this RFP is to provide theBidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the Successful Bidder.

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

1.2 The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

1.4 The Bidder shall bear all the costs associated with or relating to the preparation and submission of its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1.5 Each Bidder having responded to this RFP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RFP document. The Bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP.

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

1.7 J&K Bank may, in its absolute discretion, seek additional information or material from any Bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder’s response.

1.8 J&K Bank may, in its absolute discretion, engage in discussion with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response.

1.9 Each Bidder should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than seven days prior to the due date for lodgment of response to RFP.

2. Bid Details

e-RFP Reference Number	JKB/CHQ/BST/Legal-Counsel-QIP/2026-1795 Dated: 13-07-2026
Department Name	Capital Committee Executive, Corporate Headquarters, M.A. Road, Srinagar, J&K - 190001
Mode of Bids Submission Online	Online, through Bank's e-Tendering Service Provider's portal: https://jkbank.abcprocure.com
Contact details of issuing Department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Mohd Mujtaba Shounthoo Senior Manager, Finance Vertical Corporate Headquarters, M.A. Road, Srinagar – 190001 E-mail: bond@jkbmail.com Mobile No: +91-9906123455
Scope of work	Legal Counsel for proposed Qualified Institutional Placement
Tender Type	Open
Bid Document Availability including changes/amendments, if any to be issued	NIT can be downloaded from and submitted on Bank's e-Tendering Services Provider's Portal https://jkbank.abcprocure.com from July 14, 2026, 16.00 Hrs. To July 28, 2026, 17.00 Hrs.
Last Date for Pre-Bid Queries & submission Mode	All Clarifications / Queries shall be raised online only through tendering Portal https://jkbank.abcprocure.com by or before July 17 2026
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online through prescribed tendering Portal on July 23, 2026
Last Date of Submission of RFP Bid	July 28, 2026, 17.00 Hrs.
Opening & Place of opening of Technical and Financial Bids	The Technical bids shall be opened on July 29 2026 Financial Bids will be opened subsequently
Cost of Bid Documents (Non-Refundable)	Rs.5000/(Five Thousand) + 18% GSTto be deposited through transfer to below account: Account Name: Tender Fee/Cost Account 16-digit Account No : 9931530300000001 IFSC Code: JAKA0HRDCHQ Bank: The J&K Bank Ltd Branch: Corporate Headquarters, M A Road, Srinagar, J&K –

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

Note:

A. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above as per online mode.
B. J&K Bank reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on Bank's website.
C. All timings are in ISD - Indian Standard Time = GMT + 5.30 Hours

3. ABBREVIATIONS USED IN THIS DOCUMENT

1	FPO	Follow on Public Offer
2	QIP	Qualified Institutional Placement
3	EMD	Earnest Money Deposit
4	RBI	Reserve Bank of India
5	SEBI	Securities and Exchange Board of India
6	TDS	Tax Deducted at Source
7	GST	Goods and Services Tax
8	BRLM	Book Running Lead Manager
9	RFP	Request for Proposal
10	IPO	Initial Public Offer
11	BFSI	Banking, Financial Services and Insurance
12	BSE	Bombay Stock Exchange
13	NSE	National Stock Exchange
14	LODR	Listing Obligations and Disclosure Requirements
15	ICDR	Issue of Capital and Disclosure Requirements
16	INR	Indian National Rupee
17	ATM	Automated Teller Machine
18	FY	Financial Year
19	CAN	Confirmation of Allocation Note
20	IPO	Initial Public Offer
21	PSB	Public Sector Bank
22	FI	Financial Institution
23	IBA	Indian Banks' Association
24	IBC	Insolvency Bankruptcy Code
25	CEO	Chief Executive Officer

4. ABOUT THE BANK

Jammu and Kashmir Bank Limited (J&K Bank) is a Scheduled Commercial Bank and one of the oldest private sector Bank in India, incorporated in 1938 and having its Head Office at Srinagar. J&K Bank is a government company with the promoters' viz. Governments of Union Territories of J&K and Ladakh owning a combined 59.40% of the shareholding of the Bank. The shares of the Bank are listed on NSE and BSE and actively traded on both exchanges. Bank functions as a leading bank in the Union Territories of Jammu & Kashmir and Ladakh. The Bank has a network of around 1017 branches and 1437 ATMs spread across India. The Bank also has a wholly owned subsidiary and one associate. The Bank's standalone deposits, net advances and total assets were Rs.1,65,354 crores, Rs.1,24,981 crores and Rs.1,89,194 crores respectively as on March 31, 2026. The Bank posted a standalone net profit after tax of Rs. 2363 crores for FY 2025-26.

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

5. PROPOSAL

The Bank intends to tap capital markets via QIP for raising equity capital up to Rs.750 crores in one or more tranches. The issue size may vary based on various factors including but not limited to management discretion, decision of the Board of Directors and the decision of the shareholders. The Bank intends to initiate the process relating to the selection and appointment of Legal Counsel to prepare the requisite documents and to undertake various activities in relation to the QIP. The Bank's decision in this regard, will be final and binding on all the parties concerned.

6. SCOPE OF WORK

The Legal Counsel will be required, inter alia, to undertake tasks assisting the Bank and BRLMs as applicable and co-coordinating various associated activities related to various aspects of the Issue and/or QIP (Transaction) including all legal/compliance aspects as prescribed under Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulation 2018 (as amended from time to time) ("SEBI ICDR Regulations") and subject to relevant domestic and international legislations, including but not limited to, as mentioned below:

6.1 Due Diligence

- Attending organizational due diligence and drafting sessions with the Bank, its representatives, its auditors, the Lead Managers and the other legal counsels;
- Conducting the legal due diligence on the Bank and its material subsidiaries (i.e., review of all material legal documents, business and financial contracts, litigations, etc.); and
- Attending calls and conducting the customary due diligence calls with the Bank and the entire deal team at various critical stages of the transaction.

6.2 Drafting and Review of Placement Memorandum and Documents

- Primary responsibility for drafting, vetting, finalizing and reviewing the non-business sections of the Preliminary Placement Document and Placement Document (together referred to as ''Offer Document''), including the sections entitled ''Business,'' ''Risk Factors,'' Management Discussion and Analysis'' and ''Industry, and keeping control of the Offer Documents;
- Drafting, vetting and finalizing of the Preliminary Offer Documents for filing with SEBI, Stock exchanges and periodic updates to the Offer Documents until the same are finalized and filed with SEBI and other applicable regulatory authorities. Also drafting, vetting and finalizing responses to queries received from SEBI, Stock Exchanges, depositories etc. until the completion of all activities relating to Transaction.
- Reviewing, negotiating and providing comments on the placement agreement, the escrow agreement and other documentation in relation to the Issue on behalf of, and in consultation with, the Bank and Lead Managers;
- Drafting publicity guidelines applicable to the Issue and advising on publicity issues;
- Drafting pre-deal research report guidelines applicable to the Issue and review of the research reports of the Lead Managers. Reviewing and commenting on the draft of the publicity restriction guidelines and research guidelines applicable to the Issue from an Indian law perspective; and advising the publicity issues;
- Assist, together with other Adviser(s) and BRLMs, as the BRLMs may consider appropriate in obtaining necessary regulatory approvals in connection with the Transaction from SEBI, Stock Exchanges, RBI or any other regulatory authority. Any other matter incidental to above and as required by SEBI /other regulatory guidelines in relation to the process, amended time to time.
- Drafting, vetting and finalizing of the consent letters taken from all intermediaries.
- Analysis of legal, tax and process risks and providing solutions as required.
- Providing legal clearance on all issue material viz. Placement Documents, Prospectus, Abridged Prospectus, Application Form, Public Notices, Bid Forms, Confirmation of Allocation Notes etc.
- Reviewing, vetting and finalizing of disclosures regarding other entities and ventures promoted/ partnered by the Bank.
- Interacting with the Auditors of the Bank and negotiating the finalization of the comfort letter and other standard certificates and undertaking to be provided by the Auditors at different stages of the Transaction.
- Legal sign-off on announcements regarding events during the Offer period.
- Drafting all board resolutions and Shareholder Resolutions required to be passed by the Bank, if any.
- Coordinating and communicating with other parties involved in the Offer, including the officers and other management personnel of the Issuer, the auditors and legal counsel(s) to the BRLMs.
- Extending closing Opinion for the Transaction.

- Processing of RBI applications.
- Providing advice on the duties and actions of the Offer or, including drafting of any applications, letters, certificates etc. in connection with the Offer.
- Assisting with respect to Closure of Offer. Advice on completion of all post transaction related activities as laid down in the applicable laws including SEBI Regulations and/or NSE and/or BSE rules and the SEBI LODR Regulations etc.
- Attending to and advising on all matters ancillary or incidental thereto. Any other matter connected with proposed Transactions.
- Co-ordination with International Legal Counsel for review of the international “wrap” and giving inputs from Indian Law perspective and drafting publicity restriction guidelines applicable to the Offering and advising on publicity issues.

6.3 Structuring and Approvals

- Advising on all pre-Issue aspects on legal matters, including regulatory approvals and applications required for the Issue;
- Drafting of any applications to be filed with Indian regulatory and foreign regulatory or governmental authorities in relation to the Issue; and
- Advising on structuring the Issue, including all aspects in relation to the structure and terms of the Issue.

6.4 Opinion

Opinions customarily provided to the BRLMs under Indian laws.

6.5 Miscellaneous

- Assist the BRLMs, in collating line by line back -up documents for the disclosures in the Offer documents, along with the certificates and other documents as deemed necessary by the Bank/BRLM’s for the preparation of the documents/deal bible;
- Reviewing and providing legal clearance on the Issue material, such as bid forms and confirmation of allotment notes;
- Reviewing/Commenting on investor presentations and other marketing related materials from the perspective of compliance with Indian law;
- Drafting/reviewing application to Stock Exchanges for the Transaction;
- Reviewing application form and CAN;
- Issuance of customary legal opinions to BRLMs;
- Coordinating and communicating with other parties involved in the Issue; and
- Any other service as customarily provided by an Indian legal counsel to the issuer in such a transaction.

Note: The scope of work is only indicative & illustrative and not exhaustive

7 ELIGIBILITY CRITERIA CUM UNDERTAKINGS

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

S No	Eligibility Criteria	Documents Required
1	The applicant should be a reputed law firm with license to practice law and provide legal advice in India. The partners/members of the bidder/applicant should be Advocates registered with Bar Council of India/respective state Bar Councils and their registration should be valid and in force.	Registration Certificate
2	Bidders should have advised at least three domestic equity issues (IPO/FPO/QIP) for an aggregate size of Rs.3000 crores out of which at least one should be for any Nationalized Bank/PSB with an issue size of at least Rs.500 crores during the period from 1st April, 2021 to 31 March, 2026.	Proof of same to be attached by way of Purchase Order. Project Details & References from the Banks/FIs/ companies to be provided in the format provided at Annexure IVB
3	The Senior/Managing Partner/Associate of the Bidding Firm should be registered with Bar Council of India as an advocate under the meaning of Advocate Act, 1961 with minimum of 5 years standing.	Certificate of Bar Council of India
4	Minimum 3 Advocates/ Lawyers should already have been associated with similar support with minimum three years of experience.	Self- declaration by the Bidder and should also submit Bio-data of the person(s)
5	The bidding firm or any of its senior/managing partner/associate should not have been prohibited by any regulatory authority or Court or Tribunal in offering such services and should not have been blacklisted/debarred by Central Government or State Government or SEBI or RBI or by any other Regulatory authority in the past.	Undertaking letter from Authorised Signatory on the Letter head of bidder as per Annexure II is to be submitted.
6	The bidding firm or any of its partner should not be in the Caution List of IBA/Bar Council/other financial/market regulators.	
7	The selected firm would be required to sign the non-disclosure agreement with the Bank. Failure to sign the same would make their appointment null and void.	Non- Disclosure Agreement on the stamp paper of requisite amount as per Annexure - VI
8	The interested Bidders fulfilling eligibility criteria mentioned above are advised to furnish letter of consent as per format given in Annexure - I as a part	Letter of consent duly signed by the authorised signatory on the letter head of bidder as

	of the proposal.	per format given in Annexure - I shall be submitted.
9	The Bidder should not be owned or controlled by any Director or Employee of J&K Bank and its Subsidiaries/associate institutions.	A self-certificate signed by authorized signatory to this effect should be submitted

- If selected as Legal Counsel by the Bank, Applicant's consent shall remain valid for the period up to 1 year from the date of mandate and will not withdraw midway from the whole process of QIP transaction till its completion.
- Applicant is agreeable to work with any of the Merchant Banker(s) and other intermediaries as decided by the Bank from time to time.
- If during the process, any of the core team members is not available due to resignation, etc., another person of similar qualification and experience would be made available.
- Applicant or any of its officer shall not compromise the confidentiality related to various information provided by the bank.

8 CONFLICT OF INTEREST

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

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

9 SUBMISSION OF PROPOSAL

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

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

9.2 The validity period of the bid is 1 year from the last date of submission of the Bids.

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

a) The bidder shall submit, as a part of its bid, an Earnest Money Deposit (EMD) in the form of transfer to the account as per details mentioned at point 2 – Bid Details for an amount of Rs.3,00,000/- (Rupees Three Lakh only).

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

c) No interest will be paid on EMD.

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

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

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

f) The EMD may be forfeited if:

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

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

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

9.5 No modification in the bid shall be allowed after the last date of bid submission. Last submitted bid proposal of the bidder shall be treated as final.

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

10. CONTENT OF THE BID DOCUMENTS

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

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

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

10.4 The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

10.5 The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

11. MODIFICATION TO THE RFP

At any time prior to the deadline for submission of bids, the Bank may modify any part of this RFP document. Such change(s), if any, will be made available to the Bidders by way of corrigendum/addendum and shall be made available on the Bank's online tender portal https://jkbank.abcprocure.com. All such change(s) will automatically become part of this RFP and will be binding on all applicants. The Bank, at its discretion may extend the deadline for submission of bids in order to allow prospective applicants a reasonable time to take the modification into account.

12. CANCELLATION OF RFP

Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.

13. CORRUPT AND FRAUDULENT PRACTICES

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

13.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

13.3 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

14. <u>ACCEPTANCE OF TERMS</u>

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms and conditions as stated in the RFP.

15. <u>AUTHORIZED SIGNATORY</u>

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

16. <u>BID INTEGRITY</u>

Wilful misrepresentation of any fact in the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank.

The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their proposal for the purpose of evaluation, to disclose the contents of their proposal to other Bidders and to disclose and/or use the contents of their proposal as the basis for RFP process.

17. <u>REQUIREMENTS OF BID SUBMISSION</u>

17.1 Technical Bid

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

• All pages of this RFP along with corrigendum/addendum, if any, issued by the Bank, to be submitted duly stamped and signed by the authorized signatory of the Bidder.

• The Technical Bid shall be submitted in the format exactly as required in Annexure – IV to IV C;

• Detailed information about the team as per Annexure –IV C

- It should be ensured that i) all documents are submitted and signed by the authorized signatory and ii) Technical Bid does not contain any price information. Such proposals if received will be rejected.

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

c) If deemed necessary, the Bank may seek clarifications on any aspect from the Applicant. The Bidder has to respond to the Bank and submit the relevant proof/supporting documents required against clarifications, if applicable. However, that would not entitle the Bidder to change or cause any change in the substances of the bid already submitted or the price quoted.
d) The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank. However, no post bid clarification at the initiative of the Bidder shall be entertained.
e) The Bank reserves the right to reject any Proposal if the Bidder does not provide, within the time specified by the Bank, the supplemental information sought by the Bank for evaluation of the Proposal.
f) The Bidder must provide specific and factual replies to the information sought in the RFP.
g) The technical proposal will only be of qualifying nature.

17.2 Financial Bid

- The Bidders are required to submit financial bid in the format as per Annexure V duly signed by the person authorized to sign the proposal. The fee quoted shall be unconditional and irrevocable.
- The fee quoted by the Bidder should be inclusive of all applicable taxes, cess, duties (excluding GST), out of pocket expenses, charges, etc. GST should be indicated separately while raising the bills for payment of fee. The payment to Legal Counsel shall be subject to TDS as per applicable laws. All bills are to be raised in INR and will be payable in INR only after successful and satisfactory closure of the transaction. No separate claims/bills relating to the remuneration for all the Personnel (in the field, office, etc.), accommodation, air/transit fare, equipment, printing/typing of documents, surveys, technical investigations etc. will be entertained. The fee structure indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- Bidders to note that no drop dead fee will be payable, if the issue does not fructify for any reason whatsoever.

18. TERMS OF PAYMENT

There shall be no advance payments. The payment will be made only after successful and satisfactory closure of the transaction/issue.

19. PENALTY

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

20. SELECTION PROCEDURE

a) The Evaluation Committee of the Bank will evaluate the bidders on the eligibility criteria mentioned in the RFP and the bidders who meet the eligibility criteria and submit all requisite documents including all enclosures/annexures as per the RFP will be treated as qualified bidders for opening of Financial Bids.
b) The Evaluation Committee will open the financial bids of only those bidders who meet the minimum eligibility criteria.
c) The L1, L2 and so on will be identified based on the financial bids. The bidder who has quoted the lowest financial bid would be appointed for the transaction (l1 Bidder). The Bank will select the Legal Counsel who agrees to undertake the assignment. The Bank will use waterfall (sequential ranking) for the next legal counsel in case any shortlisted legal counsel does not accept the appointment.
d) The Bank reserves the right to engage in reverse auction with all the technically qualified bidders.

21. RESOLUTION OF DISPUTES

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

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

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

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

22. TERMINATION OF THE ASSIGNMENT

22.1 The Bank shall reserve the right to terminate the contract at any time by giving a fifteen (15) days written notice in case the legal counsel fails to complete the work as per the specification and satisfaction of the Bank.

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

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

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

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

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

23. CONFIDENTIALITY & SECRECY

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

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

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

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

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

24. <u>NO LEGAL RELATIONSHIP</u>
No binding legal relationship will exist between any of the Bidders and the Bank until execution of a contractual agreement with the successful Bidder.

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

26. <u>NO REPRESENTATION OR WARRANTY BY THE BANK</u>
26.1 The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential bidder may make in case

of failure to understand the terms and requirements of this RFP and responds to the RFP. The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP and specify additional requirements or cancel this RFP at any time without assigning any reason there of and without any notice, at its sole discretion. All such changes or events will be uploaded on the Bank's e-tendering portal https://jkbank.abcprocure.com.

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

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

27. CONTRACT PERIOD

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

28. E-REVERSE AUCTION

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

29. INDEMNITY

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

30. FORCE MAJEURE

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

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

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

Notwithstanding above, the decision of the bank shall be final and binding on the Selected Bidder regarding termination of contract or otherwise.

31 AWARD OF CONTRACT

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

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

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

32. REJECTION OF BID

The bid is liable to be rejected if,

i) It is not in conformity with the instructions mentioned in this document.

ii) It is not properly/duly signed and duly sealed and submitted.

iii) It is received after expiry of due date and time.

iv) It is incomplete including non-furnishing of the required documents.

v) It is evasive or contains incorrect information.

vi) If there is canvassing of any kind.

vii) The whole process of selection of legal counsel for the proposed QIP issuance by the Bank is strictly confidential. If at any stage of selection, any legal counsel or any of its officials is/are found to indulge in activities that compromises this confidentiality, necessary action, including legal proceedings, are liable to be initiated against such legal counsel, besides summarily rejecting the candidature of the said legal counsel, without giving any reasons thereof.

viii) In case any bidder or any of its officials makes any unsolicited communication in any manner, during the whole bidding process of proposed QIPs, the proposal submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

33. SIGNING OF AGREEMENT

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

34. GOVERNING LANGUAGE

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

35. NON-ASSIGNMENT/SUB-CONTRACTING

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

The selected firm/company shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract. In case, any particular specialized service in the scope of consultancy requires subcontracting, only such activity, by providing such details to the Bank, can be subcontracted only with prior permission from the Bank in writing. However, any payment to such subcontract is to be paid by the firm/company and the Bank will not pay any amount other than the professional fee accepted by the Bank.

36. PUBLICITY

Any publicity by the selected firm/company in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

37. NON-DISCLOSURE AGREEMENT

Selected bidder has to submit Non-disclosure Agreement as per the format at Annexure VI.

Annexure I

LETTER OF CONSENT

(On the letterhead of the Bidder)

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

2. We confirm and certify that we satisfy the criteria as mentioned in Clause 7 of the said RFP i.e. we have handled three or more domestic equity issues (QIP/IPO/FPO) for an aggregate size of Rs.3000 crores or more with at least one domestic equity issue for a Nationalised Bank/PSU with an issue size of Rs.500 crore or more during the period from 1st April, 2021 to 31st March 2026.

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

4. If selected as Legal Counsel by the Bank, our consent shall remain valid till completion of the assignment and we will not withdraw midway from the whole process of QIP transaction till its completion.

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

6. We are agreeable to work with any other intermediaries as decided by the Bank from time to time.

7. We also agree that during the whole process of selection of Legal Counsel for the proposed QIP issuance by the Bank, any of our officials shall not compromise the confidentiality.

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

Date:
Place:

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

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

Annexure II

UNDERTAKING

(On the letterhead of the Bidder)

“We hereby solemnly undertake and declare that there has been no conviction by a Court of Law or indictment/adverse order or blacklisting by SEBI or RBI or any regulatory or Governmental Authority or PSB/PSU against us or any of our sister concern(s). It is further certified that there is no investigation pending against us or our sister concern(s) or the CEO, Directors/Managers/Employees of our concern or of our sister concern(s) including before any Court/Forum /or (any Body constituted) relating to any offence or wrong doing. It is further certified that no resolution proceedings under IBC, 2016 have been initiated/ pending against us or our sister concern(s). It is certified that no conflict of interest exists as on date except as disclosed explicitly and if in future such a conflict of interest arises we will intimate the same to the Bank.
We are not in the caution list of IBA/Bar Council/other financial/market regulators.

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

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

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

Date:
Place:

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

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

Annexure III

POWER OF ATTORNEY

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

AND

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

IN WITNESS WHERE OF WE……………….THE ABOVE NAMED PRINICIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ………DAY OF 2026
For………. (Signature, name, Designation and address)

Witness :
1)
2)

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

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

Annexure IV

TECHNICAL PROPOSAL

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

Dear Sir,

Request for Proposal - Selection of Legal Counsel for Qualified Institutional Placement (QIP)

With respect to the RFP No. ______________________________ dated ___________________, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for "Selection of Legal Counsel for Qualified Institutional Placement (QIP)"

1) The proposal is unconditional and unqualified.

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

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

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

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

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

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

8) I/We declare that:

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

• I/We have made a complete and careful examination of the RFP

• I/We have received all relevant information requested from the Bank

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

correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify our proposal.

- I/We hereby undertake that our firm's name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity

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

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

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

12) I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the legal counsel services for the Project is not awarded to me/us or our proposal is not opened or rejected.

13) In the event of my/our firm being selected as the Legal Counsel, I/we agree to enter into Bank's Contract/ Agreement which will be on the lines of this RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

14) The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
15) I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

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

Annexure- IV A

GENERAL INFORMATION

S.N	Particulars	Details
1	Name of the Company/LLP/firm with registration number	
2	Legal Status/Constitution	
3	Year of incorporation	
4	Country of Incorporation	
5	Year of commencement of business	
6	Registered Address/Principal place of business	

7	Contact details of authorized signatory: Name Designation Address Phone No E-mail address	
8	Income Tax-PAN and GST Registration No. (please attach documentary evidence)	

Date:
Place:

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

Annexure-IV B

DETAILS OF DOMESTIC EQUITY ISSUES
(During the period from April 01, 2021 to March 31, 2026)

(In Rs. Crores)

S. No	Name of the Institution/Bank	Issue Type (IPO/FPO/QIP)	Project Start and End Date	Scope/Description of the Project	Issue Size

Annexure-IV C

STATEMENT SHOWING INFORMATION ABOUT THE ORGANISATION AND TEAM

A. Please furnish the organizational chart

B. Details of team

Name of the Resource	Designation	Qualifications and Certifications	Total Work Experience	Work Experience with the	Work Experience in similar

				Firm	transactions

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

Name of the Resource	Designation	Qualifications and Certifications	Total Work Experience	Work Experience with the Firm	Work Experience in similar transactions

Annexure V

FINANCIAL BID

To,
The General Manager/Chief Financial Officer,
Finance Department,
J&K Bank Corporate Headquarters,

TRC, M.A.Road
Srinagar – 190001

Dear Sir

Sub: Financial Bid

With respect to the RFP No. ______________________________ dated _______________ for "Selection of Legal Counsel for Qualified Institutional Placement (QIP) ", we certify that we have read and understood the contents of the RFP. We unconditionally accept and abide by the terms & conditions specified therein.

Our financial bid is given hereunder:

Quotation Title	Selection of Legal Counsel
Name of the Law firm	
Contact Number	
Contact Person	
Fee for acting as Legal Counsel to QIP. (Bid shall be inclusive of all expenses and taxes other than any regulatory fees and GST. GST shall be paid as per the applicable rates in addition to the Bid amount.)	Total Fee in INR

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

Date:
Place:

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

Note:

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

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

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

Annexure VI

NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

Date:
Place:

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