



On-Line Request for Proposal (e-RFP)

For

**Comprehensive Annual Maintenance Contract of Voltas Make
VRF Ductable type HVAC Systems installed at J&K Bank Zonal
Office BKC Mumbai**

e- RFP Ref. No. JKB/E&GD/ZO-Mumbai/2025-1605
Dated:19-12-2025

Issued by:
J&K Bank Ltd.
Estates & General Department, Zonal Office Mumbai
NBC, BKC, Mumbai Pin 400051
Email : estates.sketch@jkbmail.com

DISCLAIMER

The information contained in this tender document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the J&K Bank or any of their representatives, employees or advisors (collectively referred to as – Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this tender Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

This tender document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this tender document is to provide the Bidder with information to assist the formulation of their Proposal. This tender document does not purport to contain all the information each Bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender document.

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 tort, principles of restitution or unjust enrichment 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 tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. 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 tender.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document.

E-Tender Notice for Comprehensive AMC of Voltas Make VRF & Ductable type HVAC Systems

The Jammu & Kashmir Bank Limited invites bids in electronic format bid system for the Comprehensive AMC of in Make VRF & duct able type HVAC systems installed at NBC BKC Mumbai.

The details of the tonnage/number/specification of VRF Units, along with tender documents, price bid, prequalification documents, SLA etc can be downloaded from the e-portal link <https://jkbank.abcpocure.com>. The details of work are as under:-

Name of the Work	Tender Processing Fee	Estimated Cost per year	EMD Amount	Last date of Submission
Annual Maintenance of Voltas Make VRF & ductable type HVAC systems installed at NBC BKC Mumbai.	Rs. 500/- to be credited through NEFT only as per details given Tender Documents	Rs.12.50 lacs per annum (AMC to be done for TWO YEARS)	Rs.50,000/-	12-01-2026

TIMELINES:-

1	Date of issue of tender notice	22/12/2025
2	Bid submission start date	22/12/2025
3	Bid submission end date	12/01 /2026
4	Opening of Technical Bid	Will be notified on Website/mail/phone to the concerned bidders
5	Opening of financial Bid	Will be notified on Website/mail/phone to the concerned bidders

The Bank reserves the right to reject any or all tenders without assigning any reason whatsoever.

**Comprehensive Maintenance of VRF type HVAC system installed NBC BKC Mumbai.
Main details of tender are as:-**

e-RFP Reference Number	JKB/E&GD/ZO-Mumbai/2025-1605 Dated:19-12-2025
Department Name	Estates & General Department, ZOM
Scope of Work	Comprehensive AMC of Voltas Make VRF Ductable type HVAC systems installed at NBC BKC Mumbai.
Tender Type	Open/services
AMC Period	Two Years
Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP	Mr. Yasir Hamid Beg (I/C Estates & Engineering) Cell No.9797792733 Mr. Abdul Qayoom (Manager, Estates & Engineering) Cell No.8899331705
Bid Document Availability including changes/amendments, if any to be issued	Tender documents and other details may be downloaded from https://jkbank.abcprocure.com from December 22, 2025, 16.00 Hrs. to January 12, 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 December 30, 2025, 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 January 06, 2026.
Last date and time for Bid submission	January 12, 2026, 17.00 Hrs.



Tender Processing Fee (Non- Refundable)	<p>Rs.500/- (Rupees Five Hundred Only) to be credited through NEFT only vide below details:</p> <p>Account Name: Tender Fee/ Cost Account</p> <p>16-digit Account No :9931530300000001</p> <p>IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank:</p> <p>The J&K Bank Ltd</p> <p>Branch: Corporate Headquarters</p> <p>MA Road Srinagar J&K – 190001</p> <p>UTR Number may be uploaded on E-tendering portal</p>
Earnest money Deposit	<p>Rs.50,000/- to be credited through NEFT/Bank Transfer vide below details:</p> <p>Account Name: Earnest Money deposit(EMD)</p> <p>16-digit Account No : 9931070690000001</p> <p>IFSC Code: JAKA0HRDCHQ(0 denotes zero) Bank:</p> <p>The J&K Bank Ltd</p> <p>Branch: Corporate Headquarters</p> <p>MA Road Srinagar J&K – 190001</p> <p>UTR Number may be uploaded on E-tendering portal</p>
Performance Security	<p>The Successful Bidder(s) immediately after award of work order/PO has to submit the Performance Guarantee in the shape of DD/Bank Guarantee in favor of DGM (Zonal Head, Mumbai, J&K Bank for a total amount of 5% of total contract Value</p>
Eligibility & Technical Criteria	As per Pre qualification Document
Updation/Amendments/Corrigendum	<p>All the updations /amendments/corrigendum will be uploaded on online tender portal</p> <p>https://jkbank.abcpocure.com</p>

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:

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

The Bidder shall be fully responsible for the following:

i. Routine maintenance and proper operation of the Air-conditioners, including regular cleaning of Air filters shall be ensured by the bidder.

ii. Services:-

- Four routine services (3 dry and 1 wet) to be provided as routine in a year, besides this services as and when required and asked by the concerned In charge.
- Immediate attendance of break down within 3 hours, if any
- Refrigerant gas charging, if necessary.
- Spare parts like Compressor, PCB, Magnetic switch, transformer, fan motor etc. to be replaced , if necessary, free of cost.
- Spare parts which are not covered under AMC are plastic items, air filters, sheet metal parts, Condenser & Evaporator Coils, remote control, Voltage stabilizers and scanners, circuit breaker, thermocol parts. Any of the above parts if required to be replaced shall be got replaced by the bidder and the payment for the same shall be made as per actual.
- Any Other item required to be replaced, not mentioned above shall be in the scope of the bidder.

3. ELIGIBILITY CRITERIA

- The bidder should be OEM i.e Voltas OR Authorized dealer/Channel partner of the OEM and must provide authorization certificate of the OEM or Firm having minimum Seven years' experience to provide Comprehensive AMC of VRF HVAC System

Successfully (documentary proof to be submitted).

- ii) Any bidder before bidding shall visit the office building to assess the HVAC system at his own cost & shall inform the office of the Incharge Estates & Engineering, Zonal Office Mumbai in writing about the preexisting faults/defects in the systems, failure to do so it shall be deemed that all the systems are in working condition and any fault thereafter shall have to be rectified by the new AMC bidder.
- iii) Bank reserves right to cancel or withdraw this RFP without assigning any reason.

4. SAFETY

The Bidder shall at all times conduct his operation in such a manner so as to avoid any risk of bodily harm to persons or damage to property. In addition the bidder shall comply with all applicable safety standards, codes and regulations.

All breakdown calls made should be attended by the successful bidder as when required and the defects should be rectified as early as possible to ensure smooth running of the VRF system.

6. RESTORATION OF EQUIPMENTS

i) For this purpose the causes for breakdown are classified into the following two categories:

Major: Compressor change, Gas Leak, Condenser/Evaporator repair/replacement, Fan replacement & Timer replacement.

Minor: Resetting Alarms, Electrical problem or any other minor problem not mentioned above.

ii) Breakdown due to major causes as explained above shall be rectified and the equipment resorted to normal operation within 24 hours of reporting, including of supply of spares wherever required for Offices/branches.

iii) Breakdown due to minor causes as explained above shall be rectified and the equipment resorted to normal operation within 12 hours of reporting, including supply of spares wherever required for Offices/branches.

7. GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS

a) For the Bidding/Tender Document Purposes, the J&K Bank, shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and /or Bidder or interchangeably.

b) The tender documents can be downloaded from the websites of <https://jkb.bank.in/tenderNotice>, from 22/12/2025 onwards. The last date of submission of bids is 00/00/2025. The bids can only be submitted on e-portal link <https://jkbank.abcprocure.com>.

c) While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

d) The bidder shall submit the copy of the authorization letter/Power of Attorney as the proof of authorization for signing on behalf of the Bidder.

e) All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria,

Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

f) The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, The J&K Bank Ltd.

g) For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to the Deputy General Manager, J&K Bank Ltd, Corporate Headquarters, M.A.Road, Srinagar. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

The bid document is available online on the website <https://jkb.bank.in/tenderNotice> and on e-portal <https://jkbank.abcprocure.com> The bid document can be downloaded free of cost, however, the bidder is required to submit scanned copy of receipt of NEFT towards tender processing fee and EMD as per details given above. The bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA).

Before the deadline for submission of bids, Bank may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website <https://jkb.bank.in/tenderNotice> and <https://jkbank.abcprocure.com> Under the “Latest Corrigendum”.

8. DOCUMENTS COMPRISING THE BID

The Bid submitted by the Bidder shall be in two separate parts:-

Part I: This shall be named as Technical Bid Cum Eligibility Criteria of Bid and shall comprise of:-

- I. Letter of bid for Part I of the bid, as per format given (to be submitted online).
- II. Scanned copy of the receipt of NEFT for the cost of the Tender documents.
- III. For EMD Proof of NEFT/Bank Transfer.
- IV. Authorized address and contact details of the Bidder having the following information:-
Address of communication:

Telephone No. (s): Office:

Mobile No.:

(FAX) No.:

Electronic Mail Identification (E-mail ID):

- V. Prequalification documents with the scanned copy of allotment letters, performance/ completion certificates, relevant TDS certificated and Undertaking as specified.

- VI. Undertaking that the bid shall remain valid for the period specified.
- VII. Any other information/documents required to be completed and submitted by bidders, as specified and
- VIII. Scanned copy of the affidavit affirming that information he has furnished in the bidding document is correct to the best of knowledge and belief of the bidder.

VIII. Bank may ask for any relevant document from the bidder/bidders during their technical evaluation.

Part II: Commercial/Price- Bid. The commercial/price bid shall include prices for the said items. The contents of the Technical Bid and Commercial bid shall be as specified. All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

9. SUBMISSION OF ORIGINAL DOCUMENTS

The lowest bidder (L1) is required to submit (i) original copy of NEFT or Bank Transfer receipt towards the cost of bid document and (ii) original proof of EMD deposited via NEFT or Bank Transfer (iii) original affidavit regarding correctness of information furnished with bid document by hand within two working days of opening of financial bids. These documents must match the scanned copies submitted along with the bids online. In case, of any deficiency/discrepancy in this respect, it will be treated as mis-representation by such bidder & work shall be put to fresh tender at his risk and cost. Such a bidder shall be liable to be debarred for participating in bids under J & K Bank for five years.

The Bid Security/EMD may be forfeited:-

- (a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
- (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to: (i) Sign the Agreement; and /or
- (ii) Furnish the required Security Deposit.

Any other information regarding tendering process can be had from the **Engineering Department, Corporate Headquarters Building, M.A Road Srinagar**. The interested bidder can download the bid from the website <https://jkb.bank.in/tenderNotice>

The department will not be responsible for delay in submission due to any reasons. All required information for bid must be filled and submitted.

The Bank reserves the right to reject any or all tenders without assigning any reason whatsoever.

- i. Two-stage bidding process will be followed. The response to the tender should be submitted in two parts: Technical Bid and Commercial Bid through online e-tendering portal with a tender document fee and earnest money deposit mentioned in RFP.
- ii. The commercial Bids of only those bidders who qualify the pre qualifications laid by the Bank shall be considered.

- On the basis of submitted commercial offers and subsequent e-reverse auction, bank iii.** will enter in to AMC contract with the selected bidder (s). AMC rates fixed at the time of contract will be non-negotiable for the contract period and no revision will be permitted. This includes changes in taxes or similar government decisions.
- iv. This contract will be awarded for a period of two year from date of signing the AMC contract. It may be further renewed if both parties wish to continue on the same terms of service.
 - v. 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 by the successful bidder is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the bidder. Bank's decision in this regard will be final.
 - vi. If any of the shortlisted bidder are unable to fulfill the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other participating bidders after giving 15-days' notice to the defaulting Bidder. Also during the period of the AMC contract due to unsatisfactory service to our Offices/branches, Bank will have the right to cancel the contract and award the contract to other participating bidders.
 - vii. J & K Bank reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.

10. PAYMENT TERMS

Bank will make payment for AMC services as per the rates finalized in the tender process. These rates will be frozen during the contract period as per tender terms and conditions and the payment shall be made quarterly by the respective Zonal Offices on the completion of each quarter after deducting TDS, and applicable taxes subject to the submission of Preventive Maintenance certificate/service Reports duly signed by the respective Branch Heads/In charges.

11. SIGNING OF CONTRACT

- i. If the bank decides so, the bidder which is awarded with the AMC work order will have to execute an agreement with the bank for Comprehensive On-site Annual Maintenance

Contract at the approved rates and it shall be signed by authorized signatories of both parties on a stamp paper having value of Rs.100. Bidder has to execute the contract at their own cost.

ii.Format of AMC agreement is enclosed downside with the tender document. The terms and conditions of the AMC agreement will be decided by the bank and no deviations will be permitted.

iii.In the absence of any formal contract, the copy of work order, the RFP document and other related documents will be treated as contract.

Bank may terminate the contract by giving 30 days advance written notice without citing any reason whatsoever. In such case, payment will be appropriated till the date of termination of contract and bidder will not be eligible for payments for the remaining period.

12. REVERSE AUCTION

In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Electronic Reverse Auction or in multiple Electronic Reverse Auctions. The Bank shall however, be entitled to cancel the Reverse Auction process, if in its view procurement or Reverse Auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

13. SERVICE LEVEL AGREEMENT (SLA)

The bidder need to execute a Service Level Agreement (Annexure) with the Bank covering all terms and conditions of this tender. Bidders need to strictly adhere to Service Level Agreements (SLA). Services delivered by bidder should have to comply with the SLA.

14. SUFFICIENCY OF QUOTED PRICE

i) The bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the quoted price. The rates shall cover all his obligations under the order and all matters and things necessary for the proper execution of his obligations.

ii) No price variations shall be allowed for any rise or fall in Taxes, cost of Labour, materials or any other factors influencing the order price.

iii) The rates quoted shall be inclusive of (GST), duties, levies, inspection charges, and freight for carrying any faulty machine from Offices/branchestoworkshop and return.

15. PENALTY CLAUSE:

Bidder shall guarantee a minimum uptime of 90% for each machine/heating system. The penalty for any down time of more than 10% shall be imposed on the bidder, which shall be 0.5% upto a maximum of 10% of the Annual Maintenance Contract amount per delayed day. In case the bidder does not attend to any break down call in time, the Bank shall arrange some other bidder for the rectification of the fault, at the sole risk and responsibility of the



empanelled bidder. The cost of same shall be deducted from the earnest money/payment due with the bank.

16. PRICE FIXATION

The bank shall fix the final prices as per the lowest rates offered by the qualifying tenderers and subsequent e- reverse auction, mere fixing of the prices shall not in any way be deemed to indicate the allotment of tender to any of the particular bidder.

17. SPECIAL CONDITIONS

- a)The bidder should be OEM i.e Voltas OR Authorized dealer/Channel partner of the OEM and must provide authorization certificate of the OEM or Firm having minimum Seven years' experience to provide Comprehensive AMC of VRF HVAC System successfully (documentary proof to be submitted).
- b)For any dispute arising between the parties of whatsoever nature, the jurisdiction of court shall be of Mumbai.
- c)Every page of the tender document including terms and conditions shall be agreed by the contractor before giving tender otherwise tender shall be rejected.
- d)Bank reserves the right to reject any or all tenders without giving any reason thereof.
- e)Only those bidders who have valid GST Registration shall be considered for financial bid opening subject to fulfillment of the other conditions laid in the tender.
- f)Conditional tenders and tenderer without any valid experience shall be rejected out rightly.
- g)The Price bid only those bidders who qualify the pre-qualification shall be considered.
Post opening of Price Bids,all successful bidders will have to go through E- Reverse Auction Process.
- h)The bidder hereby agrees and undertakes to indemnify the bank and keep it indemnified against the bank on account of any act or omission on part of the bidder, its agent, representative, employees and sub-contractors.
- i)The bidder hereby undertakes to defend and indemnify the Bank at its own expenses against all third party claims and extinguish same expeditiously. In case Bank is required to pay compensation to a third party resulting from such infringement/act/omission, the bidder shall be fully responsible to pay such compensation along with its all costs damages including the attorney fees and other expenses that a court may finally award.
- j)The bank shall issue notice to the bidder of any such claim and provide reasonable assistance to the bidder in disposal of such claim, shall at no time admit to any liability.
- k)In the event bidder fails to fulfill its obligations under this clause within the notice issued by bank, the bank shall be entitled to recover the amounts due to it under this provision from any amounts payable to the bidder under this project with prejudice to right and remedies available to bank for recovery of the amount as per law.

Terms and conditions accepted

Seal & Signature of Tenderer

PREQUALIFICATION FOR Comprehensive AMC of HVAC System installed at NBC BKC Mumbai.

S.No	Particular	
1	Name of the Bidder	
2.	Complete Address with Contact No.	
3	Year of Establishment	
4	Registration as Company / Firm with proof with _____.	
5	GST Registration No. with Proof	
6	<p>The bidder should be OEM i.e Voltas OR Authorized dealer/Channel partner of the OEM/Firm having minimum 7 years' experience in providing Comprehensive for VRF HVAC Systems.</p> <p>The bidder should have the following : At least three such types of jobs costing not less than Rs.5.00 lacs each OR Two such type of maintenance jobs costing not less than Rs.6.25 lacs each OR Single work order of Rs.10 lacs executed in last Seven years. The tenderer has to attach the following certificates issued by Concerned agency for the said work: a.Allotment letter. b.Performance letter. c.Relevant TDS certificate d. Completion Certificate e.Proof of Authorization of OEM (in case of Channel Partners of OEM)</p>	
7	Capacity to submit performance guarantees and security deposits (Self Declaration on Letter Head)	
8	Failed to complete any work (Self Declaration on Letter Head)	
9	Penalty imposed (if any) (Self Declaration on Letter Head)	

10.	Details of service support system available with the bidders	
11.	List of Technical Staff	
12.	EPF Number, if applicable	
13.	Bank's Solvency Certificate for Rs.3.75 lacs	
14.	Balance Sheet of the bidder	
15.	Non- Black Listed i.e. the firm should mention on their Letter Head that they have not been barred/black listed by any institution for any works.	
16.	Latest GST Returns	

PRICE BID FORMAT

Part A: Details of VRF Units

S.No	Description	Qty	CAMC Rate per annum (Inclusive of GST)	Amount (Rs.)
1	18 HP VRF ODU Units	01		
2	16 HP VRF ODU Units	16		
3	12 HP VRF ODU Units	02		
4	14 HP VRF ODU Units	01		
5	10 HP VRF ODU Units	03		
6	0.8 HP VRF ODU Units	01		
7	8.0 TR Indoor Ductable Units	13		
8	4.0 TR Indoor Ductable Units	08		
9	2.0 TR Indoor Ductable Units	04		
10	3.2 TR Indoor Cassette Units	02		
11	2.0 TR Indoor Cassette Units	06		
12	1.6 TR Indoor Cassette Units	02		
13	1.0 TR Indoor Cassette Units	02		
14	2.0 TR Indoor Hi Wall Units	10		
15	2.0 TR Indoor Hi WallUnits (Inverter)	01		
Total				

Part B: Details of Non VRF Units Ductable & Hi Wall Units

S.No	Description	Qty	CAMC Rate per annum (Inclusive of GST)	Amount (Rs.)
1	1.0 TR Hi Wall Units	03		
2	2.0 TR Hi Wall Units	04		
3	2.0 TR Mini Ductable Units	06		
4	7.5 TR Ductable Units	01		
5	5.5 TR Ductable Units	01		
6	1.5 TR Hi Wall Unit	01		

Total	
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S.No	Description	Qty	CAMC Rate per annum (Inclusive of GST)	Amount (Rs.)
1	5000 CFM Exhaust Fan	02		
2	1500 CFM Exhaust Fan	03		
3	3500 CFM Exhaust Fan	01		
4	CK 200 Fan	07		
5	CK 160 Fan	07		
Total				
Grand Total(A+B+C)				

Seal & Signature of issuing authority.

Seal & Signature of tenderer



Service Level Agreement (SLA) for Comprehensive AMC of VRF Systems.

This Agreement is executed at Mumbai on this the.....day of and shall become effective fromday of, hereinafter referred to as the “effective date” between

"The Jammu and Kashmir Bank Ltd", a Banking Company incorporated and registered under the J & K Companies Act, 1977 (Samvat) having its Registered office at **Corporate Headquarters M.A Road Srinagar** (hereinafter for the sake of brevity referred to as “the Bank” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assigns) of the FIRST PART;

AND

..... Incorporated under the Indian Companies Act, 1956 having its Registered Office at (Hereinafter for the sake of brevity referred to as “the Company”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assigns) of the SECOND PART.

The Company and The Bank are hereinafter collectively referred to as “Parties” and individually as “party”.

WHERE AS, The Bank being interested in Comprehensive AMC (annual Maintenance Contract) Services for Air Conditioning Units installed in various branches/offices of the J&K Bank in Delhi Zone.

The Parties aforementioned have agreed to reduce in writing the terms and conditions governing the process of Comprehensive AMC (Annual Maintenance Contract) Services for VRF type HVAC Systems installed in various branches/offices of the J&K Bank in Mumbai Zone, in the form of a legally expressible documents hereinafter referred to as "Agreement".

NOW, THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS

1)Duration of Service Level Agreement (SLA)

- a) “This Agreement shall commence as of the effective date thereafter shall be in force for a period of **Two Years**, unless terminated in accordance with the provisions of the Agreement. However, the parties can extend the term of the Agreement by mutual consent in accordance with the terms and conditions agreed thereupon”.
- b) Bank will be entitled to terminate the Agreement in case of breach of any of the terms of this Agreement by the Company after serving notice 30 days in advance. The

termination decision thus taken by the bank shall be final and the decision can't be called in question by the company. It is hereby agreed and understood by the parties that the provision of this clause shall not limit or restrict nor shall they preclude any party from pursuing such further and other legal actions, against the other party for any breach or non compliance of the terms of this Agreement.

c) "That upon termination or expiration of this Agreement for any reason whatsoever, the Company shall (i) immediately refrain from any action that would cause or may indicate any relationship between it and the Bank. (ii) Forthwith hand over to the Bank the Possession of all documents, material or any other property belonging to the Bank that may be in its possession".

d) "The Expiration or termination of this Agreement shall be without prejudice to the accrued rights and obligations of the parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable not withstanding such expiry or termination".

2) Scope of Service Level Agreement (SLA)

- a) The contract signed by the **BANK** will be valid for all AC Units under AMC by the "Company" vide above referred tender for Comprehensive AMC of VRF type HVAC systems installed in various Branches/Offices of the Bank installed in Mumbai Zone
- b) The "Company" has to carry out on-site AMC of VRF systems.
- c) All the parts including Timer for AC units, Condenser and cooling coils, Compressors etc. (if any) required for the on-site comprehensive maintenance of equipment's, shall be provided by the "Company".
- d) During the AMC period, the "Company" will be required to keep the VRF Units in 100% working condition. In the event of replacement of any part of the system, it should be done with a part of equivalent or higher quality which is compatible with the system.
- e) The "Company" will have to hand over the system in 100% working condition on the termination or end of the Contract. Any Breakdown call that has been reported before the termination of the Contract will have to be rectified by the "Company" before handing over the systems to the BANK.

3) Repair outside the Office premises

- a) Whenever any Hardware equipment/ component is taken out of BANK site for repair, the same hardware equipment/ component has to be returned after repairs unless it is declared to be irreparably damaged. When any Hardware equipment/ component is taken out of any BANK Office for repair, such shifting should be done with the prior

permission of the Authorized official of t h e BANK, and the “Company” shall make all arrangements for removal of the hardware equipment/

component, its transportation to the workshop and back to BANK's site and its reinstallation. The "Company" shall hand over the systems in 100% working condition after repair/ maintenance/ rectification.

- b)Any Hardware equipment taken out of the BANK's Office for repair should be returned within a maximum period of 7 days duly repaired. When any hardware item is taken out for repair and is not returned, duly repaired, within 7 days, breakdown will be charged for number of days in excess of 7 days, in spite of provision of stand by equipment by the "Company".
- c)Whenever any Hardware equipment is taken out of a BANK Office for repair, "Company" shall reinstall the same machine after repair and will ensure that the system is put in production and all the applications required for its functionality are installed and duly verified by concerned owner of the equipment.

4) **Preventive Maintenance**

Preventive Maintenance shall be provided to ensure that the Air Conditioning Units are maintained in good operating condition as per the Specifications during the term of the Agreement, and includes the provision of labour, service parts and traveling time as deemed necessary by "Company" at no extra charges to the Bank.

- a)The preventive maintenance shall be done at least once on quaterly basis. In exceptional cases, the "Company" shall determine the frequency and duration of Preventive Maintenance where same is required more than once in a month.
- b)During preventive maintenance the "Company" shall replace the components of the AC Units as per the prescribed scheduled for wear and tear and other usage factors if any.
- c)The "Company" shall coordinate in advance with the concerned officers/ officials of the concerned site for the suitable day and time for such preventive maintenance.

5) **Immediate replacement of faulty parts/ equipment:**

- a)Whenever any complaint for the parts/components of the Air conditioning Units is logged by the BANK, the service engineer of the "Company" who attends to the complaint must invariably carry a spare of such part of the Hardware and should replace the same immediately, if required.

- b)A complete inventory validation will be done by “Company” during the year to ascertain the SL numbers of the equipment as part of PM

6) The invalidity or unenforceability of any provisions of this agreement in any jurisdiction shall not effect the validity, legality or enforceability of the reminder of the Agreement in such jurisdiction or the validity, legality or enforceability of this agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extend permitted by law.

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

8) Penalty Clause:

Penalties shall be imposed in case of total uptime of individual AC Unit is less than 90% during the Quarter. For every fall of 1% in uptime, the Bank shall deduct 0.5% of AMC payment payable upto a maximum of 10%. In case of any prolonged down time of the VRF Unit, Bank shall have the discretion of engaging any other alternate bidder for rectification of the fault at the sole risk, cost and responsibility of AMC bidder.

The bidder hereby agrees and undertakes to indemnify the bank and keep it indemnified against the bank on account of any act or omission on part of the bidder, its agent, representative, employees and sub-contractors.

The bidder hereby undertakes to defend and indemnify the Bank at its own expenses against all third party claims and extinguish same expeditiously. In case Bank is required to pay compensation to a third party resulting from such infringement/act/omission, the bidder shall be fully responsible to pay such compensation along with its all costs damages including the attorney fees and other expenses that a court may finally award.

The bank shall issue notice to the bidder of any such claim and provide reasonable assistance to the bidder in disposal of such claim, shall at no time admit to any liability.

In the event bidder fails to fulfill its obligations under this clause within the notice issued by bank, the bank shall be entitled to recover the amounts due to it under this provision from any amounts payable to the bidder under this project with prejudice to right and remedies available to bank for recovery of the amount as per law.

9) This Agreement has been signed in duplicate, each of which shall be deemed to be an original.

Witnesses Mentioned below:-

Agreed and signed On behalf of
The Jammu and Kashmir Bank Ltd,

Agreed and signed on behalf of
M/S

Name.....

Name.....

Designation.....

Designation.....

Place

Place.....

Date

Date

Witness (1)

Witness (2)

Name.....
Designation.....
Place.....
Date.....

