



**On-Line Request for Proposal (e-RFP)  
For  
Arrangement of Audio-Visual Equipments and allied  
items for events held by J&K Bank in Jammu City and  
Adjoining areas**

**E-RFP Ref. No. JKB/CHQ/EMD-Dept/AV-Equipments-Jmu/2025-1613  
Dated: 29-12-2025**

**Issued by:**  
J&K Bank Ltd.  
Event Management Department  
Corporate Headquarters, M.A.Road, Srinagar 190 001  
J&K email: [events@jkbmail.com](mailto:events@jkbmail.com)

## SCHEDULE OF RFP

### 1. Bid Schedule

<b>e-RFP Reference Number</b>	<b>JKB/CHQ/EMD-Dept/AV-Equipments-Jmu/2025-1613</b> <b>Dated: 29-12-2025</b>
<b>Department Name</b>	<b>Event Management</b> <b>Department , Corporate Headquarters, M.A. Road Srinagar</b> <b>J&amp;K 190001</b>
<b>Scope of Work</b>	<b>Arrangement of Audio-Visual Equipments and allied items on rent basis for events held by J&amp;K Bank in Jammu City and Adjoining Areas</b>
<b>Tender Details</b>	<b>For Arrangement and installation of Audio-Visual Equipments and allied items on rent basis for events held by J&amp;K Bank in Jammu City and Adjoining Areas</b>
<b>Estimated Project Cost</b>	<b>12.00 Lacs for Two years</b>
<b>Contact details of issuing Department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP</b>	<b>Mr. Waheed Ahmad Mirza Event Management</b> <b>Mobile No. 9858391925</b> <b>Email: <a href="mailto:events@jkbmail.com">events@jkbmail.com</a></b>  <b>Mr. Faizan Bacha, Event Management Department</b> <b>Mobile No. 8082151297</b> <b>Email: <a href="mailto:events@jkbmail.com">events@jkbmail.com</a></b>
<b>Tender Type</b>	<b>Open</b>
<b>Bid Document Availability including changes/amendments, if any to be issued</b>	<b>Tender can be downloaded from and submitted on Bank's e-Tendering Services Provider's Portal</b> <b><a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a> from</b> <b>December 31, 2025, 16.00 Hrs. to</b> <b>January 21 , 2026, 17.00 Hrs.</b>
<b>Pre-bid Queries submission Date and Mode</b>	<b>All Clarifications / Queries shall be raised online only through e-Tendering Portal <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a> by or before</b> <b>January 06, 2026, 17.00 Hrs.</b>
<b>Clarifications to pre-bid queries will be provided by the BANK.</b>	<b>All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on</b> <b>January 13, 2026</b>
<b>Last Date of Submission of RFP Bid</b>	<b>January 21 , 2026, 17.00 Hrs.</b>

Submission of online Technical Bid & Commercial BID	As prescribed in Bank's online tender portal <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a>				
Tender Processing Fee (Non-Refundable)	₹ 1000/- (Rupees One Thousand Only) to be deposited through Transfer / NEFT only to below a/c :  <b>Account Name: Tender Fee/ Cost Account</b> <b>16-digit Account No : 9931530300000001</b> <b>IFSC Code: JAKA0HRDCHQ (0 denotes zero)</b> <b>Bank: The J&amp;K Bank Ltd</b> <b>Branch: Corporate Headquarters</b> <b>MA Road Srinagar J&amp;K – 190001</b>  <b>Tran/UTR Number be uploaded on E-tendering portal</b> <b>UTR Number / Tran No. &amp; Date may be uploaded as proof on e-Tendering Portal</b>				
Earnest Money Deposit (EMD) (Refundable)	₹ 30000/- (INR Thirty Thousand only ) to be deposited through Transfer / NEFT only to below A/c:  <b>Account Name: Earnest Money Deposit (EMD)</b> <b>16-digit Account No : 9931070690000001</b> <b>IFSC Code: JAKA0HRDCHQ (0 denotes zero)</b> <b>Bank: The J&amp;K Bank Ltd</b> <b>Branch: Corporate Headquarters</b> <b>MA Road Srinagar J&amp;K – 190001</b>  <b>UTR Number &amp; Date / Tran No. &amp; Date may be uploaded on e-Tendering Portal as Proof of the EMD</b> <b>EMD is exempted for all Start-ups/MSEs as recognized by DPIIT/DIPP)</b>				
Eligibility Criteria	As per Tender Document				
CORRIGENDUM	All the Corrigendum will be uploaded on online tender portal <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a>				
For e-Tender related Queries	<p><b>Service Provider:</b> M/s. E-procurement Technologies Limited ( Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat</p> <p><b>Help Desk:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #90EE90;"> <th style="text-align: center; padding: 5px;">Sr. No</th> <th style="text-align: center; padding: 5px;">Name</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">1</td> <td style="text-align: center; padding: 5px;">Sandhya Vekariya – 6352631968</td> </tr> </tbody> </table>	Sr. No	Name	1	Sandhya Vekariya – 6352631968
Sr. No	Name				
1	Sandhya Vekariya – 6352631968				

	<b>2</b>	<b>Suraj Gupta – 6352632310</b>	
	<b>3</b>	<b>Ijlalaehmad Pathan – 6352631902</b>	
	<b>4</b>	<b>Imran Sodagar - 9328931942</b>	

## DISCLAIMER

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

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

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

## A. INTRODUCTION

### 1.0 Brief about Bank:

The Jammu and Kashmir Bank having its registered and Corporate Headquarters at M.A Road Srinagar, J&K -190001 has its presence throughout the country. The Bank, incorporated in 1938, is listed on NSE and BSE. Further details of Bank including profile, products and services are available on Bank's website at <https://jkb.bank.in/tenderNotice>.

In this RFP the term "The Jammu & Kashmir Bank Ltd" is referred to as the J&K Bank or Bank, which term or expression unless excluded by or repugnant to context or the meaning thereof, shall be deemed to include its successors and permitted assigns.

### 2.0 Purpose of RFP

- J&K Bank- a premier financial institution of the UT of J&K- holds events of different kind at different venues invariably. At times the events are held outside and need audio visual equipments like video-walls, sound system, and multi-set up cameras, mikes and other items on event to event to basis for enhancing viewing experience of the participants and keep them interested. Audio visual communication is a productive form of communication. Using sound and lighting equipment improves communication by heightening the awareness of your audience's sight and hearing.
- Excellent audio-visual systems can create powerful first impressions and encourage collaborations between teams and organizations. Our objective is to enhance the viewing experience of the participants during the events by installing audio-visual equipments of latest technology.
- The Jammu & Kashmir Bank Ltd., hereinafter called "J&K BANK" or "Bank" issues this "Request for Proposal" hereinafter called "RFP" from well-reputed vendors for arrangement and installation of Audio-Visual Equipments and allied items on rent basis for events held by J&K Bank in Jammu City and Adjoining Areas based on the requirements, specifications, terms and conditions laid down in this RFP.
- Bank solicits Proposals from eligible bidders having proven past experience and competence in implementation of a similar solution.
- This RFP document is neither an offer letter nor a legal contract, but an invitation for Request for Proposal.
- No contractual obligation on behalf of the Bank whatsoever shall arise from this RFP process unless and until a formal contract is signed and executed by duly authorized officers of J&K BANK and the bidder.
- Bank can modify any / all of the terms of this RFP at any given time giving due notification through the Bank's website/e-Auction Portal and shall be entitled to entertain Request for Proposal' (RFP) only from the eligible bidders who will be selected based on the requirement and laid out norms as set out in this document.
- J&K BANK will not be liable for any costs incurred by the bidder.

### 3.0 Brief Scope of Work

Successful bidder shall be responsible for arrangement and installation of audio-visual equipments like video wall, sound system, mikes, multi camera setup, lighting & allied items during Bank's events/meetings/conferences in Jammu City and Adjoining Areas of J&K UT.

Bank shall initially take successful vendor on board for a period of 02 (two) years. However, contract period or empanelment may be extended for further one year on the mutual consent of both firms as per the already freezed rates and mutually agreed terms and conditions.

Successful bidder shall be responsible for end to end arrangement and installation of the audio visual equipments during the Bank's events as per the requirements of the bank.

### 4.0 Eligibility Criteria

The bidder should have the following qualifications for bidding:

- Registered event management companies/firms with relevant experience and been in existence for not less than seven years and having presence in Jammu or adjoining areas. Vendor must have registered office in Jammu or adjoining areas.
- The bidders have to submit self-attested Xerox copies of their firm / company registration, PAN card, TIN/TAN/CST/VAT registration in the name of firm.
- Average annual turnover should not be less than ₹ 10.00 lacs from past three years.
- It should not have been blacklisted by any Government Organization. Undertaking in this regard is to be furnished.
- Copy of PAN card and ITR of three years FY-2022-23 F.Y 2023-24, 2024-25.
- The bidders must have successfully completed minimum 3 jobs of similar kind for organizations, Institutions or reputed Private firms during the last three years with each amounting not less than Rs 1.50 Lac or **an aggregate of Rs 5.0 Lac with a single reputed Government/Private/Public institution in one year.** Order copies, invoices or job completion certificate from organizations, institutions or reputed Private firms should be enclosed.
- The rates quoted by the selected firm, and approved by the Bank shall remain valid for a period of two years from the date of award of contract. However, contract period or empanelment may be extended for further one year on the mutual consent of both firms as per the already freezed rates and mutually agreed terms and conditions.
- The bidder should have latest audio-visual equipment & sufficient manpower for providing requisite items as and when required by the Bank.
- Any request to increase the rates for any item(s), during the currency of the contract, shall not be considered. The yearly performance review shall be conducted by the bank. The Bank, however, reserves the right to conduct performance review at any time during the contract period and deficiencies, if any, the same will be rectified by the selected firm. If the selected firm fails to rectify the deficiencies or fails to comply with other directions/instructions of the Bank, the contract is liable to be terminated.
- The selected Firm shall ensure the delivery of the items to any location within the allotted region and no separate charges shall be paid for delivery/installation of equipments.

- The Bank will have the authority to place order for providing of items on rent basis beyond office hours and on holidays and on shorter duration, for which, no additional payment will be made.
- Order for items will be placed on requirement basis. No advance payment will be made by the Bank. Payment will be released only after it is ensured that the items are in order and the quality of items supplied is to the entire satisfaction of the Bank. The decision of the Bank in this regard shall be final and binding.
- It is necessary to quote all items mentioned in the financial bid.
- L1 will be decided on the basis of lowest cost of sum total of costs of all items in the mentioned in financial bid during the reverse auction.
- The Bank will have the authority to cancel any order, if the required items are not supplied on time or do not meet the specifications of the Bank.
- The Bank reserves the right to reject any / all offer (s) without assigning any reason thereof. Any enquiry after submission of the tender will not be entertained.
- The tender submitted without the requisite valid documents/EMD will be summarily rejected. **However, Bank reserves right to ask for any additional document from the bidders during technical evaluation.**
- The interested firms/companies may quote their rates to be valid initially for a period of two years from the date of award of work order/contract with an option to extend the contract for further one year on the existing rates, terms and conditions with mutual consent and with prior intimation before one month of the expiry of the existing contract terms. However, the decision of the Bank will be final and no further correspondence will be entertained in this regards.

Eligibility Criteria	Supporting documents to be submitted	Bidder's Compliance (Yes/No)
The bidder should be a registered Government/public/private Institutions and should be in operation for a minimum period of 7 (seven) years in Jammu and adjoining areas.	Certificate of Incorporation/ Certificate of Commencement of Business.	
The bidder should have executed similar jobs for reputed Government/Private/Public institutions with each amounting not less than Rs 1.50 Lac or an aggregate of Rs 5.0 Lac with a single reputed Government/Private/Public institutions in one year.	Minimum Three Work Orders	
The bidder should have registered an average turnover of ₹10 lacs (Rupees ten lacs) in the immediate preceding 3 financial years (2022-23, 2023-24, and 2024-25) as per audited accounts.	Audited Financial Statements (and Annual Reports, if applicable) for the last three financial years, viz. 2022-23, 2023-24 & 2024-25 are to be furnished.	

	CA certificate with regard to turnover is required to be submitted by the bidder.	
The bidder should have positive net worth as per audited Balance sheet of the i.e. (2022-23, 2023-24, 2024-25).	P&L Statement of last 3 (three) Financial years along with auditor's certificate	
The bidder should not be a defaulter for any State Government or Central Government and should not have been blacklisted by any banking or insurance company, financial institution/ organization operating in India, during last three years under reference & should not be in the currency of any punitive measures against itself on the date of opening of tender.	An undertaking on the Letter of the company to be submitted by the bidder	

- Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
- Bank shall not consider the bids of bidders having poor or unsatisfactory past experience in execution or providing support to any project in past.

## 5.0 Scope of Work

S.NO	ITEM	Description
1.	Video-Wall with Riser and other allied items like laptop HDMI, extension cords etc.	<ul style="list-style-type: none"> <li>➤ Full colour LED display.</li> <li>➤ P2, P3 or upgraded versions.</li> <li>➤ Ultra-High Resolution.</li> <li>➤ High Definition Image.</li> <li>➤ Strong Visual impact.</li> <li>➤ Long and Short Distance Viewing.</li> <li>➤ To be manned by technicians provided by the vendor.</li> </ul>
2.	Audio System	<ul style="list-style-type: none"> <li>➤ High quality speakers with above 1300 watts.</li> <li>➤ Audio Mixer with minimum of sixteen channels.</li> <li>➤ Cordless Mic</li> <li>➤ Lapel mics</li> <li>➤ Collar mics</li> <li>➤ Table/Stage Mic</li> <li>➤ Sennheiser Mic</li> </ul>

		<ul style="list-style-type: none"> <li>➤ Wireless podium mics</li> <li>➤ Other Mics as per requirement</li> </ul> <p>Minimum No of Mics to be provided with the Audio-System shall be 15-20.</p>
3.	Multi-camera set-up with cameramen (For Live Streaming) With Switcher having picture in picture facility. Multi-Camera-Set-up shall mean a minimum of two cameras	<ul style="list-style-type: none"> <li>➤ Experienced cameraman to be deployed having HD wireless cameras with good range.</li> <li>➤ Minimum 1080 videos at 50 frames per second with proper balanced light.</li> <li>➤ All cameras should record the proceedings at the same time.</li> </ul>
4.	Video-grapher	<ul style="list-style-type: none"> <li>➤ Minimum 1080 videos at 50 frames per second with proper balanced light.</li> <li>➤ The videographer deployed shall have minimum of three year relevant experience.</li> </ul>
5.	Still Photographer	<ul style="list-style-type: none"> <li>➤ Minimum 20 MP image size in both JPEG and RAW format with event and balanced lighting.</li> <li>➤ The Photographer deployed shall have minimum of three year relevant experience.</li> </ul>
6.	Plasma TV	<ul style="list-style-type: none"> <li>➤ Size: 55 inch</li> <li>➤ Resolution: 1920 x 1080.</li> <li>➤ Ultra-High Resolution.</li> <li>➤ High Definition Image</li> </ul>

## 6.0 Bidding Process

- a. The bids in response to this RFP must be submitted in two parts:
  - I. Confirmation of Eligibility Criteria and II. Commercial Bid (CB).
- b. The Bidders who qualify the Eligibility Criteria will be qualified for commercial bid evaluation. The successful Bidder will be determined based on the Lowest Commercial Quote (L1) after reverse auction as per the stated Commercial

Evaluation process. iii. The mode of submission of Confirmation of Eligibility Criteria and Commercial Bid (CB) shall be online.

- c. Bidders are permitted to submit only one Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted.
- d. Receipt of the bids shall be closed as mentioned in the bid schedule. Bid received after the scheduled closing time will not be accepted by the Bank under any circumstances.
- e. Earnest Money Deposit must accompany all tender offers as specified in this tender document. The bidders can submit Bank Guarantee in lieu of EMD amount from any Scheduled Commercial Bank other than J&K Bank.
- f. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder's company.
- g. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.
- h. No rows or columns of the tender should be left blank. Offers with insufficient information are liable to rejection.
- i. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections

## 7.0 Evaluation Process

The evaluation shall be done by the Banks internal committees formed for this purpose. Through this RFP, Bank aims to select a bidder who would provide the J&K Bank audio-visual equipments during events and meetings as per the requirements.

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

**Stage A. Evaluation of Eligibility**

**Stage B. Commercial Evaluation**

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

### Stage A-Evaluation of Eligibility

The Bidders of this RFP will present their responses as detailed in this document. The Response includes details / evidences in respect of the Bidder for meeting the eligibility

criteria, leading the Bank to evaluate the Bidder on eligibility criteria. The Bidder will meet the eligibility criteria mentioned in the ‘**Para 4.0 Eligibility Criteria**’ in this document individually. Bank will evaluate the Bidders on each criterion severally and satisfy itself beyond doubt on the Bidders ability / position to meet the criteria. Those Bidders who qualify on all the criteria will only be considered as qualified for evaluation of commercial bid and sequent reverse auction.

Those Bidders who do not meet all the eligibility criteria will not be considered for any further processing. The EMD money in respect of such Bidders will be returned on completion of the evaluation of eligibility criteria stage. Bank, therefore, requests that only those Bidders who are sure of meeting all the eligibility criteria only need to respond to this RFP process.

Bank reserves right to ask for submission of any pending document from bidders. The Bank reserves the right for such waivers and the Bank’s decision in the matter will be final. EMD shall not carry any interest.

## Stage 2-Evaluation of Commercial Bid

The Commercial Bid may be submitted as per the format in Annexure D. Commercial bids of only those bidders will be opened who qualify the eligibility criteria followed by Reverse Auction date of which will be communicated to the qualified bidders separately.

- i. On the basis of submitted commercial offers and subsequent Reverse Auction Bank will enter into an agreement with the **L1 bidder (in normal cases) initially for a period of two years**. 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.
- ii. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided by the vendor is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the vendor. Bank’s decision in this regard will be final.
- iii. If any of the shortlisted Vendors are unable to fulfil the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other participating vendors without any notice to the defaulting Vendor. Also during the period of the contract due to unsatisfactory service, Bank will have the right to cancel the contract and award the contract to other participating vendors.

## 8. Deadline for Submission of Bids:

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

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

## 9. Bid Validity Period

- i. Bid shall remain valid for duration of 06 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 06 calendar months from the date of conclusion of RA.
- iii. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

## 10. Bid Integrity

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

## 11. Cost of Bid Document

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

## 12. Contents of Bid Document

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.

- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.
- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in **English**.

### **13. Modification and Withdrawal of Bids**

- i. The Bidders can modify or withdraw bids at any time before last date of the bid submission provided in the RFP. Such modification/withdrawal shall also be done through the online portal and no request for modification or withdrawal of bids through other means shall be accepted by the Bank.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

### **14. Payment Terms**

The payment shall be made within fifteen days after submission of the invoices provided services provided by the successful bidder are satisfactory. GST will be paid as applicable. TDS and other deductions will be made as per standard procedure.

## B-GENERAL TERMS & CONDITIONS

### 1. Standard of Performance

The bidder shall perform the service(s) and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry.

The Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to J&K Bank and shall, at all times, support and safeguard J&K Bank's legitimate interests.

### 2. Indemnity

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

- i. Intellectual Property infringement or misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- ii. Claims made by the employees who are deployed by the successful bidder.
- iii. Breach of confidentiality obligations by the successful bidder.
- iv. Negligence (including but not limited to any acts or omissions of the successful bidder ,its officers, principals or employees) or misconduct attributable to the successful bidder or any of the employees deployed for the purpose of any or all of the its obligations,
- iv. Any loss or damage arising out of loss of data;
- iv. Non-compliance by the Successful bidder with applicable Laws/Governmental/Regulatory Requirements. Provided however,
  - A. BANK notifies the successful bidder in writing immediately on being aware of such claim,
  - B. The successful bidder has sole control of its defence and all related settlement negotiations.

The successful bidder shall be responsible for any loss of data, loss of life etc. due to acts of its representatives, and not just arising out of negligence or misconduct, as such liabilities pose significant risk. It is hereby agreed that the above said indemnity obligations shall apply notwithstanding anything to the contrary contained in this RFP.

- i. Non-compliance by the Successful bidder with applicable Laws/Governmental/Regulatory Requirements.

Provided however,

- a) BANK notifies the successful bidder in writing immediately on being aware of such claim.
- b) The successful bidder has sole control of its defence and all related settlement negotiations.

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

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

### **3. Cancellation of Contract and Compensation**

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances. The Bank would provide 30 days' notice to rectify any breach/ unsatisfactory progress:

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

### **4. Liquidated Damages**

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

### **5. Fixed Price**

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

## 6. Right to Audit

Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Bidder. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/external.

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

## 7. Force Majeure

- i. The Selected Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- ii. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the successful bidder and not involving the successful bidder fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.
- iii. Unless otherwise directed by the Bank in writing, the selected successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the successful bidder shall hold consultations in an endeavour to find a solution to the problem.
- v. Notwithstanding above, the decision of the Bank shall be final and binding on the successful bidder regarding termination of contract or otherwise

## 8. Publicity

Bidders, either by itself or through its group companies or Associates, shall not use the name and/or trademark/logo of Bank, in any sales or marketing publication or advertisement, or in any other manner.

## 9. Amendments

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

## 10. Assignment

The Selected Bidder shall not assign, in whole or in part, the benefits or obligations of the contract to any other person. However, the Bank may assign any of its rights and obligations under the Contract to any of its affiliates without prior consent of Bidder.

## 11. Severability

If any provision of this agreement or any document, if any, delivered in connection with this agreement is partially or completely invalid or unenforceable in any jurisdiction, then that provision shall be ineffective in that jurisdiction to the extent of its invalidity or unenforceability. However, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if such invalid or unenforceable provision was/were omitted, nor shall the invalidity or unenforceability of that provision in one jurisdiction affect its validity or enforceability in any other jurisdiction. The invalid or unenforceable provision will be replaced in writing by a mutually acceptable provision, which being valid and enforceable comes closest to the intention of the Parties underlying the invalid or unenforceable provision.

## 12. Applicable law and jurisdictions of court

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

## 13. Resolution of Disputes and Arbitration clause

All disputes and differences of any kind whatsoever, arising out of or in connection with this RFP or in the discharge of any obligation arising under this RFP (whether during the course of execution of the process or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon between the parties after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the sole arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by

each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue and seat of arbitration shall be at \_\_\_\_\_ J&K.

The Bidder shall continue to work under the Agreement 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 or the Adjudicator, as the case may be, is obtained.

The expenses of the arbitrator as determined by the arbitrator shall be borne by the bidder.

All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Srinagar J&K and the parties agree to submit themselves to the jurisdiction of such court. This RFP/ the agreement entered into subsequent to process of bidding shall be governed by laws of India.

#### **14. Execution of Service Level Agreement (SLA)**

The Successful Bidder shall have to execute service level agreement for deliverables and successful execution of the projects to meet Banks requirement to its satisfaction. The Bank would stipulate strict penalty clauses for non-performance or any failure in the implementation/efficient performance of the project .The Bidder should execute the Agreement within 30 days from the date of acceptance of Work Order. The Bidder hereby acknowledges and undertakes that terms and conditions of this RFP may be varied by the Bank in its absolute and sole discretion. The SLA to be executed with the successful bidder shall accordingly be executed in accordance with such varied terms.

#### **15. 'NO CLAIM' Certificate**

The Bidder shall not be entitled to make any claim(s) whatsoever, against J&K Bank, under or by virtue of or arising out of, the Contract/Agreement, nor shall J&K Bank entertain or consider any such claim, if made by the Bidder after he has signed a 'No Claim' Certificate in favour of J&K Bank in such form as shall be required by J&K Bank after the works are finally accepted.

#### **16. No Agency**

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

The Bidder acknowledges that J&K Bank 's business data and other proprietary information or materials, whether developed by J&K Bank or being used by J&K Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to

J&K Bank; and the Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by

Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of J&K Bank depends, among other things, upon the Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage J&K Bank. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though the Bidder does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract/Agreement. Bidder shall use such information only for the purpose of performing the Service(s) under the Contract/Agreement.

Bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by J&K Bank, whichever is earliest, return any and all information provided to Bidder by J&K Bank, including any copies or reproductions, both hardcopy and electronic.

## 17. Survival

Any provision of the Contract/Agreement which, either expressly or by implication, survives the termination or expiration of the Contract/Agreement, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non- disclosure in the same manner as if the present Contract/Agreement is valid and in force and effect. The provisions of the clauses of the Contract/Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership shall survive the expiry or termination of the Contract/Agreement and in relation to confidentiality, the obligations continue to apply unless J&K Bank notifies the Bidder of its release from those obligations.

## 18. No Set-Off, Counter-Claim and Cross Claims

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

## 19. Statutory Requirements

During the tenure of the Contract/Agreement nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and the Bidder shall keep J&K Bank, its directors, officers, employees, representatives, agents and consultants indemnified in this regard.

## 20. Bidder Utilization of Know-how

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

## 21. Corrupt and Fraudulent practice.

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

## 22. Solicitation of Employees

Bidder will not hire employees of J&K Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of the J&K Bank directly involved in this contract during the period of the contract and one year thereafter.

## 23. Proposal Process Management

The Bank reserves the right to accept or reject any/all proposal/ to revise the RFP, to request one or more re-submissions or clarifications from one or more BIDDERs, or to cancel the process in part or whole. No BIDDER is obligated to respond to or to continue to respond to the RFP. Additionally, the Bank reserves the right to alter the requirements, in part or whole, during the RFP process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentation and contract negotiation processes.

#### 4. Confidentiality Provision

- a. The bidder shall hold in confidence all information, documentation etc which come to their knowledge ('Confidential Information') and shall not disclose or divulge confidential information to any third party or use Confidential Information or any part thereof without prior written consent of the Bank.
- b. Confidential Information means information which is by its nature confidential or is designated by the Bank as confidential and includes:
- c) The restriction imposed in this clause does not apply to any disclosure of information:
  - 1. Which at the material time was in the public domain other than by breach of this clause; or
  - 2. Which is required to be disclosed on account of order of any competent court or tribunal provided that while disclosing any information, bank shall be informed about the same vide prior notice unless such notice is prohibited by applicable law."

#### 25. Sub-Contracting

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

#### 26. Reverse Auction

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

#### 27. Award Notification

The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest commercial Bid.

The Bank reserves the right at the time of award of contract to increase or decrease of the quantity or change in location where services are required from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

## 28. Suspension of Work

The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension or reinstatement of the work to the Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension

## 29. Taxes and Duties

- a. Bidder will be entirely responsible for all duties, levies, imposts, costs, charges, license fees, road permit etc., in connection with delivery of equipment at site including incidental services and commissioning.
- b. Income/Corporate taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India
- c. Tax Deduction at Source: Wherever the laws and regulations require deduction of such taxes at source of payment, Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by Bidder in respect of this contract.
- d. The Bank shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

## 30. Submission of Bank Guarantee

The successful bidder must submit a Performance Bank guarantee to the tune of 5% of the total contract value within 60 days from the acceptance of the work order.

## Annexure A: Confirmation of Terms and Conditions

To

**Deputy General Manager**

**Event Management**

**Corporate Headquarters**

**The Jammu & Kashmir Bank MA Road, Srinagar**

Dear Sir,

**Sub: RFP No ..... Arrangement of Audio-Visual Equipments and allied items on rent for events held by J&K Bank in Jammu City and Adjoining Areas**

.....

..... date .....

Further to our proposal dated ....., in response to the Request for Proposal for selection of vendor

for..... (hereinafter referred to as "RFP") issued by The Jammu & Kashmir Bank ( J&K BANK ) we hereby covenant, warrant and confirm as follows:

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

Place:

Date: Seal and signature of the bidder

## Annexure B: Tender Offer Cover Letter

**To**  
**Deputy General Manager**  
**Event Management**  
**Corporate Headquarters**  
**The Jammu & Kashmir Bank M.A Road, Srinagar**

Dear Sir,

Sub: RFP no: \_\_\_\_\_ for selection of ..... , dated

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

---

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

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

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

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

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

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

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

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

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

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

Place:

Date:

Seal and signature of the bidder

### Annexure C: Compliance to Eligibility Criteria

The bidder needs to comply with all the eligibility criteria mentioned below. Noncompliance to any of these criteria would result in outright rejection of the Bidder's proposal. The bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of the Bank would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason what so ever. The bidder must meet the following criteria to become eligible for bidding:

Eligibility Criteria	Supporting documents to be submitted	Bidder's Compliance (Yes/No)
The bidder should be a registered Government/public/private Institutions and should be in operation for a minimum period of 7 (seven) years in Jammu and adjoining areas.	Certificate of Incorporation/ Certificate of Commencement of Business.	
The bidder should have executed similar jobs for reputed Government/Private/Public institutions with each amounting not less than Rs 1.50 Lac or an aggregate of Rs 5.0 Lac with a single reputed Government/Private/Public institutions in one year.	Minimum Three Work Orders	
The bidder should have registered an average turnover of ₹10 lacs (Rupees ten lacs) in the immediate preceding 3 financial years (2022-23, 2023-24, and 2024-25) as per audited accounts.	Audited Financial Statements (and Annual Reports, if applicable) for the last three financial years, viz. 2022-23, 2023-24 & 2024-25 are to be furnished. CA certificate with regard to turnover is required to be submitted by the bidder.	

The bidder should have positive net worth as per audited Balance sheet of the i.e. (2022-23, 2023-24, 2024-25).	P&L Statement of last 3 (three) Financial years along with auditor's certificate	
The bidder should not be a defaulter for any State Government or Central Government and should not have been blacklisted by any banking or insurance company, financial institution/ organization operating in India, during last three years under reference & should not be in the currency of any punitive measures against itself on the date of opening of tender.	An undertaking on the Letter of the company to be submitted by the bidder	

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

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

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
3. Scheduled commercial Banks do not include Regional Rural Banks and Cooperative Banks.
4. NOTE: Bank is not obliged to employ all activities, or activities as per the estimates mentioned above. The activities to be undertaken and quantities/estimates will be based on Bank's requirement/ discretion and payment shall be made for those activities only.

## Annexure D: Commercial / Price Bid Format

S.N O	ITEM	Unit	Estimated Requirement for Two years	Rate Excluding Taxes
1	Video-Wall with Riser and other allied items like laptop HDMI, extension cords etc.	Per SQFT/ Per Day	1200 SQFT	
2	Audio System with mics	Per Day	18 No.	
3	Multi-camera set-up with cameramen (For Live Streaming) With Switcher having picture in picture facility	Per Day	12 No.	
4	Video-grapher	Per Day	30 No	
5	Still Photographer	Per Day	60 No	
6	Plasma LED TV	Per Day	20 No	

**\*GST will be paid extra.**

Note: The price quoted shall include transport, installation charges and all other charges. No extra payment in addition to the rates fixed shall be made. For Video-grapher and still grapher full day will be determined by number of hours an event or meeting runs for. For events with duration less than four hours, the services rendered will be considered as provided for half-day only and payment will be made accordingly.

NOTE: Bank is not obliged to employ all activities as per the estimates mentioned above. The activities to be undertaken and quantities/estimates will be based on bank's requirement/discretion and payment shall be for those activities only.

#### Annexure E: Undertaking

To  
**Deputy General Manager**  
**Event Management**  
**Corporate Headquarters**  
**The Jammu & Kashmir Bank M.A Road, Srinagar**

Dear Sir,

**Sub: RFP no: \_\_\_\_\_ for selection of bidder for \_\_\_\_\_**

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide \_\_\_\_\_ to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with the Commercial bid and made part of this tender.

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

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

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

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

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

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

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

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

We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the

information submitted is true to our knowledge and the Bank reserves the right to reject the offer if anything is found incorrect.

Place:

Seal and signature of the bidder \



## Annexure-F

### **Performance Bank Guarantee (To be submitted by successful bidder)**

To

**Deputy General Manager  
(Event Management  
Department.)  
J&K Bank Ltd.  
Corporate Headquarters, M A Road  
Srinagar, 190 001 Kashmir (India)**

WHEREAS (vendor Name), registered under the Indian Companies Act 1956 and having its Registered Office at .....hereinafter referred to as the VENDOR in response to Tender Reference No. E-NIT Ref. No.: under Event Id ..... for selection of vendor for arrangement of audio-visual equipments and allied items for Bank's events and meetings in Jammu City and adjoining areas in terms of the Work Order bearing ..... hereinafter referred to as "the CONTRACT.

AND WHEREAS in terms of the Conditions stipulated in the said Contract, the VENDOR is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favour to secure due and satisfactory compliance of the obligations of the VENDOR in accordance with the Contract

THEREFORE, WE..... (Name of the Bank) furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

1. We,.....Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said vendor of any of the terms and conditions contained in the Contract or by reason of the vendor's failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding .....
2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the vendor in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and the vendor shall have no claim against us for making such payment.
3. We further agree that, if demand. as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said vendor and accordingly discharge this guarantee. Provided, however, serving of a written claim / demand in terms hereof on us for payment under this guarantee on or

before the stipulated period , time being the essence of contract, shall be a condition precedent for accrual of our liability/ your rights under this guarantee.

4. We further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by us against the said VENDOR and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Vendor or for any forbearance, act or omission on our part or any indulgence by us to the said vendor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Vendor.
6. We lastly undertake not to revoke this guarantee during its currency except with your written Consent.

NOTWITHSTANDING anything contained herein above;

- (i) Our liability under this Guarantee shall not exceed Rs. ....
- (ii) This Guarantee shall be valid up to and including the (Date)
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

Dated the

For

BANK OFFICER MANAGER

### Annexure G: Checklist

S No	Description
1	<input type="checkbox"/> Annexure A-Confirmation of Terms and Conditions
2	<input type="checkbox"/> Annexure B: Tender Offer Cover Letter
3	<input type="checkbox"/> Annexure C: Compliance to Eligibility Criteria
4	<input type="checkbox"/> Annexure D: Commercial Bid Format
5	<input type="checkbox"/> Annexure E: Undertaking
6	<input type="checkbox"/> Annexure F: Performance Bank Guarantee to be submitted by successful bidder