On-Line Request for Proposal (e-RFP)

for

Empanelment of Vendor(s) for SITC (Supply Installation, Testing & Commissioning) of SMF Batteries (with Buy Back Option) for Online UPS Systems to be installed at various Branches/ATMs/Offices of the Bank in the UTs of J&K, Ladakh and Rest of India.

(only Principal manufacturers/OEM's/Authorized Dealers can apply)

e-RFP Ref. No. JKB/E&ED/Empanelment-SMF-Batteries/2026-1768
Dated: 12-06-2026

E-Tender for SITC (Supply, Installation, Testing & Commissioning) of SMF Batteries (with Buy Back option) for Online UPS Systems to be installed at various Branches/ATMs/Offices of the Bank in the UTs of J&K, Ladakh and Rest of India.

For and on behalf of Jammu & Kashmir Bank, bids in electronic format bid system are invited from **Principal manufacturers/OEM's/Authorized Dealers** for the SITC of SMF Batteries (with Buy Back option) for Online UPS Systems to be installed at various Branches/ATM's/offices of the Bank **in the UTs of J&K, Ladakh & Rest of India.**

The details of the RFP, along with documents, price bid, prequalification documents, SLA etc. can be downloaded from the e-portal link *https://jkbank.abcprocure.com*. The details of work are as under:-

Name of the work	Tender Processing fees	Estimated Project Cost	EMD Amount	Last Date of submission
SITC of SMF Batteries (with Buy Back option) for Online UPS Systems to be installed at various Branches/offices of the Bank in the UT's of **J&K, Ladakh & Rest of India**	Rs.2,500/- (Rupees two Thousand Five only) to be credited through Bank transfer/NEFT only as per details given in tender documents	Rs.5,00,00,000/=(Rupees Five Crores only)	Rs. 10,00,000/= (Rupees ten Lakhs only)	07/07/2026

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

Deputy General Manager
Business Support Division

DISCLAIMER

The information contained in this Request for Proposal Document (RFP 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 RFP 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 purposes other than for which it is specifically issued.

This RFP 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 RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP 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 RFP 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, principals 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form 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 RFP.

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 RFP Document.

LETTER OF BID

Dated: 00/00/2026

To,

Deputy General Manager (BSD),
Corporate Headquarters,
J&K Bank, M.A. Road,
Srinagar, (J&K), 190001

Ref: E-Tender for SITC (Supply Installation, Testing & Commissioning) of SMF Batteries (with Buy Back option) for Online UPS Systems to be installed at various Branches/ATM's/Offices of the Bank in the UTs of J&K, Ladakh and Rest of India.

We, the undersigned, declare that:
We have examined and have no reservations to the Bidding Documents with Instructions to Bidders.
We offer to execute in conformity with the Bidding Documents for E-Tender for SITC (Supply Installation, Testing & Commissioning) of SMF Batteries (with Buy Back option) for Online UPS Systems to be installed at various Branches/ATM's/Offices of the Bank in the UTs of J&K, Ladakh and Rest of India. Our bid shall be valid for a period of **180 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.

We also declare that the Government of India or any other Government body/PSU/Private Limited Company has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.
Yours sincerely,

Authorized Signatory
(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company/Agency)

Schedule of Events:

e-RFP Reference Number:	**JKB/E&ED/Empanelment-SMF-Batteries/2026-1768** **Dated: 12-06-2026**
Department Name	**Estates & Engineering Department (Electrical) Corporate Headquarters, M A Road Srinagar, 190001, J&K.**
Scope of Work	**The Bidder shall supply/install SMF Batteries at various Branches/ATM's & offices located all across UT's of J&K, Ladakh and Rest of India divided as Kashmir (ZONE A), Jammu (ZONE B) Ladakh (ZONE C) and Rest of India (ZONE D).**
Period of contract	2 years
Mode of Tender Submission	Online -2 bid (Technical & price bid) Separate price bids to be submitted for each Zone Bidders shall compulsorily participate in all the Zones.
Bid Submission mode	On-Line through Bank's e-Tendering Service Provider's portal https:jkbank.abcprocure.com
Contact details of issuing department (Name, Designation, Contact No., Email address for sending any kind of correspondence regarding this RFP)	**1. Mr. Basharat Ahmad Wani (I/C Estates & Engg. Deptt. CHQ)** **2. Mr. Mujeeb Manzoor Shah (I/C Electrical Section CHQ)** **3. Mr. Shabir Ahmad Dar (Manager)** **Deptt. Name: Estates & Engg. Deptt. (Electrical section) BSD, J&K Bank, Corporate Hqrs, M.A. Road Srinagar, Kashmir 190 001** **Deptt. e-mail ID: electrical.chq@jkbmail.com** **Ph. No. 0194-2502666. Extn. 1202, 1204**
Tender Type	Open
Type of Contract	Supply, Installation, Testing & Commissioning
Consortium	Consortium Bids are not allowed.
Eligibility & Technical Criteria	As per Tender document
Bid Document Availability including changes/amendments, if any to be issued	Tender documents and other details can be downloaded from and submitted on Bank's e- Tendering Service Provider's Portal **https:// jkbank.abcprocure.com from** **June 16, 2026 16.00 Hrs.** **to July 07, 2026 17:00 Hrs.**

Pre-bid Queries	All communications regarding any queries requiring, shall be posted online on or before **June 23, 2026**
Clarifications to pre-bid queries will be provided by the Bank.	**All communications regarding any queries requiring clarifications shall be given on line.** **June 30, 2026**
Last date and time for Bid submission	**July 07, 2026 17:00 Hrs.**
Address for submission of Bids	On-Line through Bank's e- Tendering Service Provider's Portal **https:// jkbank.abcprocure.com**
Reverse Auction	**On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.**
Bid Validity Period (Days)	180 days from the last date of submission of documents.
Details of Documents to be Submitted	As mentioned in Tender document
CORRIGENDUM	All the Corrigendum will be uploaded on online tender portal https:jkbank.abcprocure.com
Tender Processing Fee (Non-Refundable)	**Rs. 2,500/- Rupees two thousand five hundered only) to be credited through Bank Transfer/NEFT only vide below details:** **Account Name: Tender Fee/Cost Account** **16-digit Account No: 9931530300000001** **IFSC Code: JAKA0HRDCHQ (0 denotes zero)** **Bank: The J&K Bank Ltd** **Branch: Corporate Headquarters MA Road Srinagar J&K - 190001** **Tran No./UTR No. may be uploaded on E-tendering portal. Tender Fee is exempted for Start-ups as recognized by DIPP and MSE's (submit/upload proof in support of this exemption).** **Note: Tender Fee can also be submitted in the form of DD (favoring DGM(BSD) J&K Bank, CHQ)**

Earnest Money Deposit (EMD) (Refundable)	Rs. 10,00,000/- for all the 4 (FOUR) Zones (i.e, Kashmir, Jammu, Ladakh and Rest of India) to be deposited through Bank Transfer/NEFT only vide below details: Account Name: Earnest Money Deposit (EMD) 16-digit Account No : 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 Tran No./UTR No. may be uploaded on E-tendering portal. EMD is exempted for Start-ups as recognized by DIPP and MSE's (submit/upload proof in support of this exemption). Note: EMD can also be submitted in the form of BG/CDR (favoring Deputy General Manager (BSD) J&K Bank, CHQ)
Performance Guarantee (to be submitted by successful bidder)	The successful bidder(s) shall furnish a Performance Guarantee equivalent to 5% of the gross value of the contract awarded, in the form of a Bank Guarantee or Fixed Deposit Receipt (FDR), valid for the entire contract period plus a claim period of sixty (60) days. The Performance Guarantee shall be released after successful completion of all contractual obligations and upon expiry of the claim period.

<table>
<tr>
<td>For e-Tender related Queries</td>
<td>
Service Provider:
M/s. E-procurement Technologies Limited
(Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College,
Ahmedabad- 380006, Gujarat
Help Desk:
<table>
<tr><th>Sr. No</th><th>Name</th></tr>
<tr><td>1</td><td>Sandhya Vekariya – 6352631968</td></tr>
<tr><td>2</td><td>Suraj Gupta – 6352632310</td></tr>
<tr><td>3</td><td>Ijlalaehmad Pathan – 6352631902</td></tr>
<tr><td>4</td><td>Imran Sodagar - 9328931942</td></tr>
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MINIMUM ELIGIBILITY CRITERIA/PREQUALIFICATION CRITERIA

The bidders shall satisfy the minimum eligibility/pre-qualification criteria specified herein. Documentary evidence in support of compliance with the stipulated criteria, including

relevant letters, correspondence, certificates, and other supporting documents, shall be submitted along with the bid. Failure to furnish the requisite documents or to meet any of the prescribed eligibility/pre-qualification requirements shall render the bid liable for rejection.

1. The bidder should be Principal manufacturer/OEM/ or authorized dealer only with valid registration.
2. The bidder should have valid GST registration.
3. The prospective bidders should have a minimum experience of Five years (05) related to similar nature of work.
4. The bidder should be profit making and should not have booked loss during the last 3 years.
5. The bidder should not have been terminated/ blacklisted by any Govt. Department, Bank, and PSU etc. previously.
6. Average turnover of the bidder for similar works/ orders should not be less than 150 lakhs for the last 3 financial years (2022-23, 2023-24 & 2024-25).
7. Service centre/Warehouse/Godown details in Srinagar & Jammu.
8. Work orders executed along with performance certificates from government/ reputed companies.
9. Receipt of Tender fee/ EMD.
10. Bid security declaration (wherever applicable)
11. Solvency certificate for Rs. 150 lakhs.
12. Annexures I, III & V

Other documents required to be submitted by the bidders.

1. Financials (Balance sheet and Statement of Profit & Loss accounts), for the years 2022-23, 2023-24 & 2024-25.
2. List of Customers-Client base, Central and State Government Undertakings, Banks and orders received during the last three years.
3. Income Tax paid during the last three financial years (i.e. 2022-23, 2023-24 & 2024-25).
4. Latest GST returns.
5. List of Technical Personnel attached to the company, their designation, qualification and experience.
6. Technical specification sheets/brochures, etc.
7. Any other document mentioned in the tender document.

ANNEXURE-I

Details to be submitted by the bidder

S.No.	Particulars (attach supporting documents wherever required)	Details/Remarks
1	Name of the Bidder	
2	Whether OEM/channel partner/distributer/dealer or any other.	
3	Constitution of Bidder (Whether Proprietor/partners/company, etc)	
4	Name of authorized signatory along with contact No. & e-mail ID	
5	Address for correspondence with contact No. & e-mail Id	
6	Registration No. (Attach Registration Certificate)	
7	Service centre/ Warehouse/Godown a. Srinagar b. Jammu The service centres should have stock of batteries (of all ratings) available as per tender document.	
8	Labour/ EPF registration details. No of Employees registered	
9	PAN of bidding firm GST Registration.	
10	Minimum Past experience of 5 years related to similar nature of work.	

11	List of work orders duly executed in last five years (Attach work orders along with corresponding completion/satisfactory performance certificates).	
12	Existing clientele (Name & work order details)	
13	Details of the Service/Technical Engineers along with their designation, qualification & experience.	
14	Performance Certificates on satisfactory product performance & customer service from concerned Govt. Bank & other reputed companies	
15	Average turn over not less than 150 lacs (related to similar nature of work) during last three financial years 2022-2023, 2023-2024 and 2024-2025. (Audited financial Balance sheets/PL to be attached)	
16	Tax details along with Income Tax returns for last three years 2022-2023, 2023-2024 and 2024-2025 (furnish details)	
17	EMD details	
18	Tender Fee details	
19	Valid **Solvency Certificate of ₹1.50 Crore**	

20	Unconditional acceptance letter	
21	Undertaking for non- blacklisting	
22	Litigation certificate	
23	Bid Security Declaration	
24	Whether Commercial bid submitted is in accordance with information submitted in technical bid (fill in Yes/No)	

NOTE:

1. The bidders have to fulfil the minimum eligibility criteria (corresponding documents should also be uploaded).
2. The bid is liable to be rejected if it does not fulfil the minimum eligibility criteria.
3. The price bid of only those bidder(s) who qualify the pre-qualification shall be considered. Post opening of price bids, all the qualified bidders will have to go through Reverse Auction process.
4. Bank shall not be responsible for non-receipt/loss of pre-qualification documents.

Seal & Signature of the bidder

1. GENERAL INSTRUCTIONS

1.1 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 as "Bidder".

1.2 The tender documents can be downloaded from the websites http://www.jkbank.com, https://jkbank.abcprocure.com from June 16, 2026 onwards. The last date of submission of bids is July 07, 2026 17.00 Hrs

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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 DGM (BSD), 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.

GENERAL TERMS & CONDITIONS

1. **Name of the work**

Empanelment of bidder for SITC of SMF batteries under buyback option for a period of two years as per the details/Technical Specifications provided in the tender document. However, the empanelment can be considered for further extension and fixation/negotiation of rates shall be at sole discretion of the Bank.

2. **Scope of work**

i) The bidder shall accept full responsibility for the correctness and for the faultlessness of the equipment so that the purpose of installation is served with maximum operational dependability and efficiency.
ii) Except as otherwise provided herein the supplier shall be responsible for supply of batteries and thereafter carry out the necessary installation and successful commissioning.

3. **Manner of manufacture**

The batteries to be supplied and all works to be done under this order shall be manufactured and executed in a manner set out in relevant IS specifications to the satisfaction of the Bank.

The supplier warrants to the Bank that upon delivery, all materials, apparatus/equipment to be provided under this order shall be new from original manufacturer, free from any defects and all components thereof will fulfill the performance data characteristics and properties and serve the purpose with maximum operational dependability.

4. **Delivery**

The batteries shall be delivered and installed within **three weeks** from the date of the issuance of order. Any delay in execution of the order on part of the selected bidder, unless such delay qualifies for force majeure clause, shall result in penalties being imposed by the Bank on the selected bidder/s. In addition, the Bank reserves the right to cancel the purchase order/s and forfeit/invoke EMD/performance guarantee besides the bidder/s shall be duty bound to compensate the Bank for any losses suffered by the Bank on such account (to be determined by the Bank). Also the Bank may Black List the bidder/s from further participation & inform IBA to delist the bidder/s from entire Banking Industries.

5. **Consignee**

The consignee of batteries to be supplied under this order shall be J&K Bank limited. The batteries shall be dispatched through a registered transport company duly insured and shall be delivered at site. No claims on account of transit damages or losses shall be entertained. The supplier shall make the loss/damages/replacement quickly, if any caused during transit.

6. **Safety**

The supplier 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 supplier shall comply with all applicable safety standards, codes and regulations.

7. **Penalty**

In case of non-execution of order or delay in execution of order, backout, default, delay on part of the selected bidder, unless such delay qualifies for force majeure clause, shall result in penalties being imposed by the Bank on the vendor as follows- an amount equivalent to 1% of the cost of batteries for first week, 2% for second week, 3% for third week and onwards subject to a maximum ceiling of 10% of the order cost and the amount so arrived at shall be deducted by the Bank, from any amount payable to the bidder/s in respect of the particular or any other orders/installations.

The selected bidder shall ensure a call resolution time within the warranty period for maximum 48 hours from the time of call logging. The penalty shall be charged if the call remains unresolved for more than four days at a stretch. Failure to resolve the call within the stipulated time (i.e. 48 hours from call logging time) on more than two occasions in a year will attract penalty of 10% of the order value.

8. Sufficiency of quoted price.

i. The bidder shall be deemed to have satisfied himself as to the correctness and genuineness 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 bidder obligations.
ii. No price variations shall be allowed for any rise or fall in cost of labour, materials or any other factors influencing the order price. However major variations in any of the Govt. taxes will be paid as per actual.
iii Order price quoted shall be inclusive of installation, testing, commissioning, connecting cables and all taxes, duties, levies, inspection charges, and freight up to site, insurance and local taxes.

9. Training

The successful bidder shall impart necessary training to the Bank's staff at all the concerned sites for the operation of batteries. Further, before installation of batteries at any site, the successful bidder shall inform our UPS supplier or AMC vendor for replacement of batteries so that any UPS adjustments are made accordingly.

10. Payments

Payments shall be released as under:-

a) 100% after three weeks of Supply, installation and successful commissioning of batteries accompanied with material delivery challans and installation reports.
b) TDS as applicable shall be deducted from the bills.
c) In case site is not ready (SNR), 75% payment shall be released after 1 month of supply and the balance 25% to be released as soon as the batteries are commissioned or three months from the date of supply, whichever is earlier.

11. Warranty.

The SMF batteries shall carry onsite warranty of 3 years from the date of commissioning. The supplier at his cost during this period shall be responsible for any defect developed, which may include replacement of batteries.

12. Validity

The Tender shall remain valid for our requirement for a period of two years. The period of the empanelment of the firm is extendable/ or can be reduced at the discretion of Bank.

13. Site of Installation

The site of installation shall cover all the Branches/Offices of J&K Bank that lie in entire UT's of J&K & Ladakh and Rest of India.

14. Vendor Selection/ Scrutinization

The Selection of the vendor for participation in commercial Bid shall be done as appended below.

- **a)** Online Scrutinization of the Documents submitted by the Firm.
- **b)** Further Evaluation of the firms on the basis of ware house survey through site visit and Technical /Commercial checks at the vendors factory outlet by Banks Engineers/ officials.
- **c)** Bank reserves the right to accept or reject any vendor without assigning any reason thereof.
- **d)** Bank shall be conducting Reverse Auction for rates offered by Bidders.
- **e)** All the documents shall be accepted online within the specified date and time.
- **f)** **The bid document is available online on the bank's website https://jkb.bank.in/tenderNotice. The bidder is required to submit scanned copy of receipt of Bank Transfer/NEFT towards cost of bid document in favor of DGM (BSD).**

15. The tendering will be based on two cover attachment system (Technical/Price) as under.

a) Technical Cover (Attachment-I).

This cover s**hall contain all the documents mentioned in Annexure-I along with tender documents cost of Rs 2,500/= & EMD of Rs. 10,00,000/= (for all the 4 zones).**

b) Financial Cover (Attachment-II).

The commercial/price bid shall include the prices of the offered products/items. Separate price bids shall be submitted for each of the following zones:

i) ZONE A: Branches/Offices/ATMs located in Kashmir
ii) ZONE B: Branches/Offices/ATMs located in Jammu.

iii) **ZONE C: Branches/Offices /ATM's located in the UT of Ladakh.**

iv) **ZONE D: Branches /Offices /ATM's located in Rest of India.**

16. **Work Allocation and Splitting of Rate Contract**

The Bank reserves the right to empanel one or more bidders for the Supply, Installation, Testing, and Commissioning (SITC) of SMF Batteries under this tender. Work may be allocated among the empanelled bidders, considering factors such as technical capability, execution capacity, geographical coverage, service support infrastructure, past performance, and operational requirements.

For such allocation, the Bank may invite eligible bidders to match the L1 (lowest) rates. In case of allocation to multiple bidders, the work may be distributed among them in predetermined ratios, such as 70:30 (for two bidders), 50:30:20 (for three bidders), or in any other proportion deemed appropriate by the Bank, based on operational requirements and bidder capabilities.

If no eligible bidder other than the L1 bidder agrees to match the L1 rates, the Bank reserves the right to award all zones and the entire scope of work to the L1 bidder.

The Bank's decision regarding empanelment, distribution of work, and award of contract shall be final and binding on all bidders.

17. The bidder shall have to bid for all four zones i.e., Kashmir division, Jammu division, UT of Ladakh & Rest of India of the tender and in no case partial bidding will not be allowed as doing the same will result in cancellation of that bid.

18. Authorised channel partners/Business Associates/Distributors/dealers will be allowed to participate in the bid for which authorisation certificate issued by respective OEM/manufacturer valid for at least two years from the date of bid submission has to be enclosed with the bid. Those bidders who don't have such authorization certificates from manufacturer will not be considered and their bids will be rejected. OEMs can also submit bids directly.

19. Authorized Channel Partner/Distributor participating in the bid should have minimum experience of 5 years of having supplied & installed similar batteries in Govt. and other Corporates etc and shall have an**, average turnover of Rs. 150 lacs for batteries only for the last three financial years** documentary proof of which has to be submitted along with the bid.

20. **The bidders shall be short listed on the basis of Technical evaluation, submission of all documents as per Annexure-I and conditions laid down in the tender document and the**

financial bid of only short listed bidders shall be considered for final evaluation. Final selection of the bidder/s shall be based on the lowest financials quoted in the financial bid/ Reverse Auction.

21. Prices quoted by bidders shall be **F.O.R.** site inclusive of all types of taxes, freight, levies, insurance, including installation of batteries and connecting cables. Clearance certificates/Road permits if any required from the concerned state Authorities thereof shall be arranged/obtained by the successful bidder itself. The Bank shall extend all the necessary assistance for the same.

22. Successful bidder shall be required to submit a **Performance Guarantee equivalent to 5% of gross contract value** which can be submitted in the form of CDR/ FDR or Bank guarantee and shall remain valid for a period of 60 (sixty) days beyond the date of completion of contract, whereas, EMD of unsuccessful bidders shall be released within a period of 1 month from the date of award of Contract without any interest. EMD of successful bidder shall be released after submission of performance guarantee or the EMD submitted by the bidder at the time of submitting the bid shall be treated as part of Performance Guarantee. Furthermore, in case of any further extension in the contract, Performance Guarantee of the successful bidder/s shall also have to be accordingly extended as per such extension term. Besides, the successful bidder/s who have claimed EMD exemption (on account of being MSE's, start-ups recognized by DIPP) at the time of applying for the tender shall have to submit performance guarantee **(equivalent to 5% of gross contract value)** at the time of award of contract which shall be retained for a period of 60 (sixty) days beyond the date of completion of contract.

23. Within the warranty period, the bidder/s shall ensure a call resolution time of maximum 48 hours from the time of call logging. Penalty equivalent to 10% of the equipment cost shall be charged if the call remains unresolved for more than four days at a stretch. Furthermore, failure to resolve the call within the stipulated time (i.e. 48 hours from call logging time) on more than two occasions in a year will attract penalty of 10% of the order value. The penalty amount so arrived at shall be recovered from the payment/s outstanding from the Bank side in favor of the bidder/s against any executed order/s or attract forfeiture/invocation of EMD/performance Guarantee.

24. The tender shall be decided on the basis of the lowest bid received and the same will be decided by online reverse auction, conducted through Bank's e-portal. Furthermore, the date of reverse auction will be intimated to such Bidders who qualify in the Technical Bid subsequently.

25. The Bank may also reject all or any of the tenders at its discretion without assigning any reasons whatsoever.

26. Bidders whose bids are found responsive after technical & financial evaluation and complete in all respects for award of contract shall have to enter into an agreement with J&K Bank for a minimum period of two years, unless and until extended for a further period of time on mutually agreed terms and conditions, in the format attached herewith the tender (Service Level

Agreement). There shall not be any escalation in rates due to impact of any external factor like price hike, duties, etc. However, the impact due to change in taxes on account of Govt. stipulations may be considered after written request of the bidder. However, this cannot be claimed as a matter of right by the Bidder.

27. No deviations on specifications/terms & conditions of tender documents are permitted unless authorized by the Bank in writing. Any clarifications from bidders on tender documents can be obtained before bid submission date via mode specified in tender document.

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

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

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

31. Bank reserves the right to:
    i. Reject the proposals received in response to the RFP containing any deviation
    ii. Extend the time for submission of proposal.
    iii. Modify the RFP document, at any given point of time, by an amendment that would be notified by issuing corrigendum.

32. It is mandatory for bidder to maintain stock of different ratings of batteries mentioned in the bidding documents at a place like warehouse/office/godown address (both in Jammu and Kashmir), which has to be clearly mentioned by the bidder in his offer. Bank will check availability of stocks at bidders place physically from time to time as the case may be for which bidder will extend full support to the visiting Bank official so nominated by authorities. Bank shall not pay any additional charge towards maintaining inventories by bidders. The minimum stock level of batteries of each ratings to be maintained by the bidder in each division at all times is mentioned below:

- 26AH- 100 Nos.
- 42AH- 100 Nos.
- 65AH- 75 Nos.
- 100AH- 100 Nos.
- 150AH- 100 Nos.

33. The bidder shall dispose of the scrap as per relevant pollution norms.

34. The bidder shall not assign or outsource the works undertaken by them under this RFP contract awarded by the Bank.

35. The bidders have to offer rates for EXIDE/AMARON/PANASONIC or equivalent make batteries only.

    Note: The bidders are permitted to offer equivalent make provided it meets or exceeds the specified technical and quality specifications. The bidder must ensure that the alternative make offered is of similar or better specifications than those specified in the tender.

    However, any bidder proposing an alternative make must seek prior approval from the Tendering Authority by submitting a request (along with complete technical details, product catalogues, compliance statements, and supporting documents) through pre-bid queries. The bidder should provide detailed specifications, catalogues, and any other relevant documents to substantiate the equivalence of the proposed make. The Tendering Authority will evaluate the proposed equivalent makes and confirm whether they are acceptable before the submission of bids.

    Bidders are advised to submit their queries for equivalent makes well within the time frame specified for pre-bid clarifications. No post-bid requests for alternative makes will be entertained.

36. Courts of Srinagar in J&K only will have jurisdiction in case any dispute arises out of the contract.

37. In case of failure of the vendor for SITC of batteries within the stipulated time frame, Bank shall arrange the same through some other agency at the sole risk & responsibility of the vendor after informing the vendor in writing or through e-mail or through any other means of communication. The price variation if any, shall be recovered from the vendor.

38. The selected vendor shall be liable to purchase old batteries as per availability basis. However, it is not always mandatory that Buy back includes purchase of new batteries. Bank reserves all rights to place separate orders for buy back or new purchase of batteries.

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

40. The relationship between the Bank and successful bidder shall be on principal-to-principal basis.

41. The bidders shall indicate the authorised signatory who can discuss and correspond with the Bank with regard to obligation under the contract. The said representative should have a Power of Attorney from the bidder for taking any decision regarding the tender on behalf of the bidder.

42. The successful bidder undertakes to keep the J&K Bank indemnified in case of any loss or damage including but not limited to any damages to the Bank's Premises howsoever arising out of or related to breach of contract, statutory duty or negligence by the bidder in his performance of the contract.

43. 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 obligation under this contract is the result of an event of force Majeure.

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

    The party claiming benefit of force majeure shall however not be entitled to the same unless it has intimated the other party of the occurrence of such an event within five working days from the occurrence of such force majeure event indicating therein the steps that it is taking or intending to take to mitigate the effect of such force majeure on the performance of his obligations under this agreement and shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Notwithstanding above, the decision of the bank shall be final and binding on the contractor regarding termination of contract or otherwise".

44. The validity of bids shall be 180 days from the last date of submission of bids. Validity beyond 180 days from the last date of submission of bids shall be by mutual consent. However, the final decision in this regard shall lie with the Bank.

45. Bids without Earnest Money Deposit (EMD)/Tender fee shall be rejected out rightly except the ones claiming exemption as granted in the tender which needs to be substantiated by submitting proper documentary evidence in support of the said exemption claim.

46. In the case of any dispute arising upon or in relation to or in connection with this RFP, the disputes shall at the first instance be resolved through negotiations. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute then any party can submit the dispute for arbitration under Arbitration and conciliation Act, 1996 through sole arbitrator to be appointed mutually by the parties.
The place of Arbitration shall be Srinagar, India and the language of the arbitration proceedings and that of all the documents and communications between the parties shall be English. The decision of the arbitrator shall be final and binding upon the parties. The expenses of the arbitrator as determined by the arbitrator shall be borne equally by bidder and the Bank.

47. The Bank will be within its right to ask the bidder to furnish any additional document at any point of time during the technical evaluation and failure on the part of the Bidder to do so may lead to cancellation of that particular bid. Incomplete or conditional tenders shall be out rightly rejected.

48. Bidders shall strictly follow the two-cover attachment process prescribed for the tender and shall not in any case submit Price bid/Financial bid or any kind of price related information in the Technical cover as doing the same shall render the bid invalid and shall be rejected as a result. Every page of the tender document including terms & conditions shall be agreed by tenderer by signing the same before submitting the tender, otherwise tender shall be rejected.

49. Any contrary observation during technical/ financial evaluation of the bids or deviation in performance post award of the contract with regards to technical specifications prescribed for the batteries in the tender by the bidder shall result in termination of contract along with forfeiture/invocation of EMD/ Bank Guarantee respectively.

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

51. “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.

52. “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.

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

54. 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.

55. After the completion of bidding process, the successful bidder will be required to sign an agreement with the bank wherein all the terms and conditions governing the parties will be mentioned.

56. The successful bidder shall immediately after the award of empanelment letter, submit Performance Guarantee in the shape of Bank Guarantee in favour of DGM, Business Support Division, J&K Bank CHQ, Sgr.

57. **Bank reserves the right to carry out reverse auction at any stage of the tender.**

The e-tender can be submitted directly at http://jkbank.abcprocure.com

Terms and conditions accepted

Seal & Signature

ANNEXURE-II

TECHNICAL SPECIFICATIONS

The VRLA batteries to be supplied shall conform to the following specifications:

1	**Charging Current**	**Shall be 10% of AH Capacity**
2	**Battery Type**	**Sealed Maintenance-Free (SMF) VRLA Battery**

3	Rated Nominal Voltage	12 Volts
4	Terminal Voltage	12.5V to 13.2V
5	AH Capacity (C-20 Rating)	7/ 26/42/65/75/100/150
6	Standby Use Voltage	13.6V to 13.8V
7	Cyclic Use Voltage	14.1V to 14.4V
8	Maximum Initial Current	Shall not exceed 10% of AH Capacity
9	Charging Method	Constant Voltage Charging with Voltage Regulation
10	Applicable Standard	JIS 8702-1:2009 IEC-60896-1:1987 IEC-60896-2:1995

Note: Make & Model Offered along with technical documents/brochures highlighting the parameters as asked should be included failing which bids may be rejected.

ANNEXURE-III

UNCONDITIONAL ACCEPTANCE LETTER
(To be submitted on letter head of the bidder)

Deputy General Manager-BSD
The J & K Bank Ltd

Corporate Headquarters
M.A Road Srinagar, J & K.

Sir,

ACCEPTANCE OF TENDER CONDITIONS

1.0- I/We hereby accept the tender conditions, finalized specifications, commercial terms & conditions in its entirety without any deviation and ambiguity for the contract.

2.0- The terms and conditions of the tender have been noted wherein it is clarified that after accepting the tender conditions including finalized specifications, technical terms, commercial terms & conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on price if any) in the tender enclosed and the same has been followed in the present case. In case, this provision of the tender is found violated after opening cover No. 2 (price bid), I/We agree that the tender shall stand rejected and J&K Bank Ltd. shall without prejudice to any other remedy be at liberty to forfeit absolutely the full earnest money.

Yours Faithfully

Signature of the Supplier with seal

Dated:

Annexure IV

Service Level Agreement

This Agreement is executed at Srinagar on this the...............day of ....2026 (hereinafter referred to as 'Effective Date') between "The Jammu and Kashmir Bank Ltd", a Banking Company under Indian Companies Act 2013 having its registered and Corporate Office at M A Road, Srinagar Jammu and Kashmir 190001 (Herein after referred to as the Bank, which term or expression shall unless excluded by or repugnant to the subject or context, mean and include its successor (s) in-interest and permitted assignees) of the One Part.

AND

"M/s ------------------------------------having its Registered Office at -------------------------- (herein after referred to as the "Firm" which term or expression shall unless excluded by or repugnant to the subject or Context, mean and include its successor (s) in interest and permitted assignees) of the Second Part. The successful bidder and the Bank are hereinafter collectively referred to as "Parties" and individually as "Party".

Whereas, successful bidder has been empanelled by the Bank being pursuant to the e-tender dated……………… for SITC of SMF batteries (with buy back) for online UPS Systems installed in branches, ATMs and Offices of the Bank in the UT's of J&K, Ladakh and Rest of India.

Whereas, the Bank has awarded the SITC of Batteries (with buy back) for online UPS systems vide letter No.----------------------- Dated ----------- to successful bidder and the Parties herein have agreed to produce in writing the terms and conditions governing the process of SITC of Batteries in the form of a legally expressible documents hereinafter referred to as "Agreement".

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1) **Name of the work**

Empanelment of vendor(s) for SITC of SMF batteries under buyback option for a period of two years as per the details/Technical Specifications provided in the tender document. However, the empanelment can be considered for further extension and fixation/negotiation of rates shall be at sole discretion of the Bank.

2) Scope of work

i.) The supplier shall accept full responsibility for the correctness and for the faultlessness of the equipment so that the purpose of installation is served with maximum operational dependability and efficiency.
ii) Except as otherwise provided herein the supplier shall be responsible for supply of batteries and thereafter carry out the necessary installation and successful commissioning.

3) Manner of manufacture

The batteries to be supplied and all works to be done under this order shall be manufactured and executed in a manner set out in relevant IS specifications to the satisfaction of the Bank.

The supplier warrants to the Bank that upon delivery, all materials, apparatus/equipment to be provided under this order shall be new from original manufacturer, free from any defects and all components thereof will fulfil the performance data characteristics and properties and serve the purpose with maximum operational dependability.

4) Delivery

The batteries shall be delivered and installed within **three weeks** from the date of the order's issuance. Any delay in execution of the order on part of the selected bidder, unless such delay qualifies for force majeure clause, shall result in penalties being imposed by the Bank on the selected bidder/s. In addition, the Bank reserves the right to cancel the purchase order/s and forfeit/invoke EMD/performance guarantee besides the bidder/s shall be duty bound to compensate the Bank for any losses suffered by the Bank on such account (to be determined by the Bank). Also the Bank may Black List the bidder/s from further participation & inform IBA to delist the bidder/s from entire Banking Industries.
The bidder warrants to the department that on delivery all material, apparatus, equipment and other supplies to be provided under this order will be new and free from material and structural defects and all supplies and components thereof will fulfill the performance guarantee data, and characteristics as laid down in relevant specifications and standards. The bidder may deposit CDR/BG for 10% of the order value for a warranty period of three years, for effecting 100% payment in his favor obtained from any branch of any Scheduled Commercial Bank

5) Consignee

The consignee of batteries to be supplied under this order shall be J&K Bank limited. The batteries shall be dispatched through a registered transport company duly insured and shall be delivered at site. No claims on account of transit damages or losses shall be entertained. The supplier shall make well the loss/damages/replacement quickly, if any caused during transit.

6) Safety

The supplier 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 supplier shall comply with all applicable safety standards, codes and regulations.

7) Penalty

In case of non-execution of order or delay in execution of order, backout, default, delay on part of the selected bidder, unless such delay qualifies for force majeure clause, shall result in penalties being imposed by the Bank on the vendor as follows- an amount equivalent to 1% of the cost of batteries for first week, 2% for second week, 3% for third week and onwards subject to a maximum ceiling of 10% of the order cost and the amount so arrived at shall be deducted by the Bank, from any amount payable to the bidder/s in respect of the particular or any other orders/installations.

The firm shall ensure a call resolution time within the warranty period for maximum 48 hours from the time of call logging. The penalty shall be charged if the call remains unresolved for more than four days at a stretch. Failure to resolve the call within the stipulated time (i.e. 48 hours from call logging time) on more than two occasions in a year will attract penalty of 10% of the order value.

8) Sufficiency of quoted price.

i. The supplier shall be deemed to have satisfied himself as to the correctness and genuineness 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 supplier obligations.
ii. No price variations shall be allowed for any rise or fall in cost of labour, materials or any other factors influencing the order price. However major variations in any of the Govt. taxes will be paid as per actual.
iii Order price quoted shall be inclusive of installation, testing, commissioning, connecting cables and all taxes, duties, levies, inspection charges, and freight up to site, insurance and local taxes.

9) Performance Guarantee

Successful bidder shall be required to submit a Performance Guarantee/Security Deposit equivalent to 5% of gross contract value which can be submitted in the form of CDR/ FDR or Bank guarantee and shall remain valid for a period of 60 (sixty) days beyond the date of completion of contract. EMD of successful bidder shall be released after submission of performance guarantee or the EMD submitted by the bidder at the time of submitting the bid shall be treated as part of Performance Guarantee. Furthermore, in case of any further extension in the contract, Performance Guarantee of the successful bidder/s shall also have to be accordingly extended as per such extension term. Besides, the successful bidder/s who have claimed EMD exemption (on account of being MSE's, start-ups recognized by DIPP) at the time of applying for the tender shall have to submit performance guarantee **(equivalent to 5% of gross contract**

value) at the time of award of contract which shall be retained for a period of 60 (sixty) days beyond the date of completion of contract.

.

10) The successful bidder shall impart necessary training to the Bank's staff at all the concerned sites for the operation of batteries. Further, before installation of batteries at any site, the successful bidder shall inform our UPS supplier or AMC vendor for replacement of batteries so that any UPS adjustments are made accordingly.

11) That the Bank may reject all or any number of batteries found to be sub-standard/ damaged/ defective or not as per the specifications mentioned in quote/order during delivery/ installation /commissioning /test-runs of the batteries for a minimum period of thirty days. The successful bidder hereby agrees and undertakes to lift the same at its own cost, risk and responsibility and make the substitute arrangements immediately.

12) Prices quoted by bidders shall be **FOR** site inclusive of all types of taxes, freight, levies, insurance, including installation of batteries and connecting cables. Clearance certificates/Road permits if any required from the concerned state Authorities thereof shall be arranged/obtained by the successful bidder itself. The Bank shall extend all the necessary assistance for the same.

13) It is mandatory for a successful bidder to maintain stock of different ratings of batteries mentioned in the bidding documents at a place like warehouse/office/godown address (both in Jammu and Kashmir), which has to be clearly mentioned by the bidder in his offer. Bank will check availability of stocks at bidders place physically from time to time as the case may be for which bidder will extend full support to the visiting Bank official so nominated by authorities. Bank shall not pay any additional charge towards maintaining inventories by bidders. The minimum stock level of batteries of each ratings to be maintained by the bidder in each division at all times is mentioned below:

- 26AH- 100 Nos.
- 42AH- 100 Nos.
- 65AH- 75 Nos.
- 100AH- 100 Nos.
- 150AH- 100 Nos.

14) Payments

Payments shall be released as under:-

a) 100% after three weeks of Supply, installation and successful commissioning of batteries accompanied with material delivery challans and installation reports duly signed by the concerned authority.
b) TDS as applicable shall be deducted from the bills.
c) In case site is not ready (SNR), 75% payment shall be released after 1 month of supply and the balance 25% to be released as soon as the batteries are commissioned or three months from the date of supply, whichever is earlier.

15) Warranty.

The SMF batteries shall carry onsite warranty of 3 years from the date of commissioning. The supplier at his cost during this period shall be responsible for any defect developed, which may include replacement of batteries.

The supplier must possess technical support at Jammu, Srinagar & Ladakh.

16) Validity

The Tender shall remain valid for our requirement for a period of Two years. The period of the empanelment of the firm is extendable/ or can be reduced at the discretion of Bank.

17) Site of Installation

The site of installation shall cover all the Branches/ATM's/Offices, etc of J&K Bank that lie in entire UT's of J&K & Ladakh as well as Rest of India.

18) Other Conditions

Rates quoted shall remain valid for 2 years.

19) Arbitration and Conciliation

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

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

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

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

20) Governing Law: This Agreement shall be governed and interpreted by and construed in accordance with the laws of India read with the local laws of the UT of J&K.

21) Force Majeure:

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 obligation under this contract is the result of an event of force Majeure.

For purpose of this clause, "Force Majeure" means an event beyond the control of the contactor and not involving the bidders fault or negligence and not foreseeable. Such events may be due to but are not restricted to wars, riots, earthquakes, fire, epidemic, quarantine restrictions, an act of God, act of Govt. of India, trade embargos, or any other such cause, which is beyond the reasonable control of the party

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

22) Termination of Agreement

(i) The Bank may at its sole discretion without assigning any reasons whatsoever and at any time terminate this Agreement and inform the successful bidder by written notice.
(ii) In case of breach of any of the terms and conditions of the Agreement by the successful bidder a written notice of 15 days will be served by the Bank for

termination. In the event of the Agreement being so terminated, the successful bidder shall take such steps, as are necessary to bring the services to an end in a cost effective, timely and orderly manner.

(iii) The Bank also reserves its right to terminate the Agreement in the event of one or more of the following situations without giving any notice: (a) Unnecessary or unwarranted delay in execution of the work allotted. (b) Delay in providing the requisite manpower. (c) Breach of trust is noticed during any stage of the assignment. (d) Services found to be unsatisfactory; and (v) for any other valid reason.

(iv) The successful bidder shall be liable to face losses, is any, caused to the Bank due to termination caused due to the breach of any of the terms and conditions of the Agreement by the Company.

23) Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the address, facsimile number given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three days after being deposited in the post and if sent by courier, two days after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If for the Bank	If to the Bidder
________________________	________________________

24) Neither this Agreement nor any provision hereof is intended to confer upon any person other than the Parties to this Agreement any rights or remedies hereunder.

25) 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.

26)

1) The Company undertakes to keep the J&K Bank indemnified in case of any loss or damage howsoever arising out of or related to breach of contract, statutory duty or negligence by the contractor in his performance of the contract.
2) The provisions of this Agreement, which are intended to survive the term of this Agreement by their very nature, shall survive the termination of this agreement. Notwithstanding, the generality of the above, clauses related to indemnity, arbitration and applicable law and jurisdiction shall survive the termination/expiration of this agreement.
3) The Agreement shall be deemed to commence from the effective date i.e. ____________ and shall continue to be in force for a period of two years there from, unless terminated earlier by the Bank.
4) This agreement shall, in all respects, be governed by, and construed in accordance with the Laws of the UT of J&K read with applicable Laws of India. The Courts in Srinagar, India shall have exclusive jurisdiction in relation to this agreement.
5) That upon termination or expiration of this Agreement for any reason whatsoever, the Company shall: (a) Immediately refrain from any action that would cause or may indicate any relationship between it and the Bank; (b) forthwith hand over to the Bank the possession of all documents, material or any other property belonging to the Bank that may be in their possession.
6) The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this 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 extent permitted by law.

27) During the term of this Agreement, Parties will have access to and become acquainted with various patents, trade secrets and other proprietary and confidential information which are owned by the other Party (collectively "Confidential Information"). Each Party will prevent disclosure of any of the other Party's Confidential Information to third parties even after the termination of this Agreement, provided that the recipient Party's obligation shall not apply to information that: (i) is already in the recipient Party's possession at the time of disclosure thereof; (ii) is or later becomes part of the public domain through no fault of the recipient Party; (iii) is received from a third party having no obligations of confidentiality to The disclosing Party; (iv) is independently developed by the recipient Party; or (v) is required by law or regulation to be disclosed. Provided, in the event that information is required to be disclosed pursuant to this subsection and to the extent authorized by the law, the Party required to make disclosure shall notify the other to allow that Party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

All Confidential Information disclosed to any Party by the other, are and shall remain the sole and exclusive property and proprietary information of such Party, and are disclosed in confidence by such Party in reliance on Party's agreement to maintain them in confidence and not to use or disclose them to any other person except in furtherance of objectives of this Agreement and to such of its employees/contractors on a need-to-know basis. Parties specifically agree not to disclose or use in any manner, directly or indirectly, any such Confidential Information either during the term of this Agreement or at any time thereafter except as required in the course of providing services pursuant to this Agreement. Furthermore, Parties agree to protect the Confidential Information by using the same degree of care and responsibility it uses to protect its own confidential information of like importance.

In the event of any actual or suspected misuse, disclosure or loss of, or inability to account for, any Confidential Information of the disclosing Party, the receiving Party promptly shall (i) Notify the disclosing Party upon becoming aware thereof; (ii) Promptly furnish to the other Party full details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist the other Party in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information; (iii) Take such actions as may be necessary or reasonably requested by the disclosing Party to minimize the violation; and (iv) Co-operate in all reasonable respects with the disclosing Party to minimize the violation and any damage resulting there from.

28) Neither Party may assign, in whole or in part, the benefits or obligations of this Agreement to any other person without the prior written consent of the other Party, such consent not to be unreasonably withheld.

29) The terms and conditions laid down in the RFP shall be read and construed forming part of this Service level agreement. In an event of contradiction on any term or condition between RFP and service level agreement, the terms & conditions of service level agreement shall prevail.

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

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

For	For
Firm M/s	Jammu & Kashmir Bank
Witness 1	Witness 1
Witness 2	Witness 2

Annexure-V

TECHNICAL SCHEDULE
(For Branches/Offices/ATMs in all 4 (FOUR) Zones

S. No	Battery Ratings AH/12V	Tentative Qty* "A"	Warranty Period Yrs.	Make Offered
1	26AH	1820	3	
2	42AH	2170	3	
3	65AH	575	3	
4	100AH	1880	3	
5	150AH	720	3	

- Batteries shall be covered under comprehensive warranty of 3 years.
- Quantities mentioned are only indicative for the purpose of arriving at a specific figure. The actual quantities may vary as per requirement.

ANNEXURE VI

Proforma for the Bank Guarantee for Earnest Money Deposit
(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

To,
Jammu and Kashmir Bank,
Through its DGM, Business Support Division, CHQ
M A Road Srinagar, 190001 Kashmir (India)

Dear Sir,

In accordance with your bid reference No.____________Dated-________________M/s____ in the said bid for **RFP for SITC of SMF Batteries to various Business Units of the Bank.**

An irrevocable Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs._________________________ Rupees (in words __________________________) valid up to_______________ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s ________________________having its office registered at ___________________________ has undertaken in pursuance of their offer to J&K Bank (hereinafter called as the beneficiary) dated _____________ has expressed its intention to participate in the said bid and in terms thereof has approached us and Requested us_________________(Name of Bank)(Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs_____________/- Rupees (in words_____________________) valid up to___________

We, the ______________________________ (Name of Bank)__________________________(Address of the Bank) having our Head office at ______________________________Therefore Guarantee and undertake to pay immediately on first written demand by J&K Bank, the amount Rs._______________Rupees (in words_--) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any Violation against the terms of the bid, without the beneficiary needing to prove or demonstrate reasons for such demand. Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from ________________________, on whose behalf guarantee is issued."Not withstanding anything contained herein above our liability under this Bank guarantee shall not exceed Rs ______________In Words Rupees______________________________________

This Bank guarantee shall be valid up to……………………….. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us.

In witness whereof the Bank, through its authorized officer has set its hand stamped on this day of _________________ 2024 at

Date: ______________ **Place: ______________________________**

Signature of Authorized Signatory

Name of Signatory:
Designation:
Seal of Company

Annexure-VII

PRICE SCHEDULE 1
(For Branches/Offices/ATMs in Kashmir) ZONE A

S. No	Battery Ratings AH/12V	Tentative Qty* "A"	Price per unit inclusive of GST "B"	Total "C" = (A x B)	Less buy back of Scrap per unit (incl. of GST "D"	Total Buy back "E" = (A x D)	Net Prices Rs. (incl. of GST) (C - E)
1	26AH	950					
2	42AH	1350					
3	65AH	150					
4	100AH	1000					
5	150AH	530					
						Total	

- Post reverse auction, the L1 bidder shall be determined on the basis of the aggregate net amount quoted, arrived at after deducting the buy-back value of scrap batteries from the total quoted cost, on a sum-total basis for all items under the schedule.
- Rates must be quoted inclusive of all taxes/levies/freight/installation charges/connecting cables etc.
- Batteries shall be covered under warranty of 3 years.
- Quantities mentioned are only indicative for the purpose of arriving at a specific figure. The actual quantities may vary as per requirement.

Seal and signature of the Bidder

PRICE SCHEDULE 2

(For Branches/Offices/ATMs in Jammu) ZONE B

S. No	Battery Ratings AH/12V	Tentative Qty* "A"	Price per unit inclusive of GST "B"	Total "C" = (A x B)	Less buy back of Scrap per unit (incl. of GST "D"	Total Buy back "E" = (A x D)	Net Prices Rs. (incl. of GST) (C - E)
1	26AH	450					
2	42AH	550					
3	65AH	260					
4	100AH	780					
5	150AH	100					
						Total	

- Post reverse auction, the L1 bidder shall be determined on the basis of the aggregate net amount quoted, arrived at after deducting the buy-back value of scrap batteries from the total quoted cost, on a sum-total basis for all items under the schedule.
- Rates must be quoted inclusive of all taxes/levies/freight/installation charges/connecting cables etc.
- Batteries shall be covered under warranty of 3 years.
- Quantities mentioned are only indicative for the purpose of arriving at a specific figure. The actual quantities may vary as per requirement.

Seal and signature of the Bidder

PRICE SCHEDULE 3
(For Branches/Offices/ATMs in Ladakh) ZONE C

S. No	Battery Ratings AH/12V	Tentative Qty* "A"	Price per unit inclusive of GST "B"	Total "C" = (A x B)	Less buy back of Scrap per unit (incl. of GST "D"	Total Buy back "E" = (A x D)	Net Prices Rs. (incl. of GST) (C - E)
1	26AH	20					
2	42AH	20					
3	65AH	15					
4	100AH	70					
5	150AH	90					
						Total	

- Post reverse auction, the L1 bidder shall be determined on the basis of the aggregate net amount quoted, arrived at after deducting the buy-back value of scrap batteries from the total quoted cost, on a sum-total basis for all items under the schedule.
- Rates must be quoted inclusive of all taxes/levies/freight/installation charges/connecting cables etc.
- Batteries shall be covered under warranty of 3 years.
- Quantities mentioned are only indicative for the purpose of arriving at a specific figure. The actual quantities may vary as per requirement.

Seal and signature of the Bidder

PRICE SCHEDULE 4

(For Branches/Offices/ATMs in ROI) ZONE D

S. No	Battery Ratings AH/12V	Tentative Qty* "A"	Price per unit inclusive of GST "B"	Total "C" = (A x B)	Less buy back of Scrap per unit (incl. of GST "D"	Total Buy back "E" = (A x D)	Net Prices Rs. (incl. of GST) (C - E)
1	26AH	400					
2	42AH	250					
3	65AH	150					
4	100AH	30					
5	150AH	1					
						Total	

- Post reverse auction, the L1 bidder shall be determined on the basis of the aggregate net amount quoted, arrived at after deducting the buy-back value of scrap batteries from the total quoted cost, on a sum-total basis for all items under the schedule.
- Rates must be quoted inclusive of all taxes/levies/freight/installation charges/connecting cables etc.
- Batteries shall be covered under warranty of 3 years.
- Quantities mentioned are only indicative for the purpose of arriving at a specific figure. The actual quantities may vary as per requirement.

Seal and signature of the Bidder

ANNEXURE VIII

Sample Invoice for Scrap (to be generated by Branch/Office)

Invoice for Sale of battery scrap		J& K Bank	Invoice Details	
Branch/Office:			Invoice Date :	
Address :			Invoice No.	
GSTIN (GST of respective state):			Month	
PAN No:				
State Code: First two digits of GSTIN				
Customer Details (Details of Billed to)				
Name :				
Address :				
GST No :				
A/C No :				
Sale of battery scrap				
Battery AH	No. of Batteries	Approved rate/Battery	HSN code	Amount
			********	0
Taxable Value (= Amt./1.18)				0.00
SGST @ 9%				0.00
CGST @ 9%				0.00
IGST @ 18%				0.00
Total Invoice Amount				0.00
Authorized Signatory /Seal				

ANNEXURE IX

Undertaking for being Non-Blacklisted

To be provided on letter head of the Bidder

To,
DGM,
Business Support Division
J&K Bank Corporate Headquarters,
M A Road Srinagar, 190001 Kashmir (India)

Sir,

Reg: SITC of SMF Batteries.

We M/s______________________________________, a company with its headquarters/Registered Office at _______________________________ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 2 Years.

This declaration is been submitted and limited to, in response to the tender reference mentioned in this document.

Yours faithfully,

Name of Signatory:

Signature of Authorized Signatory

Date: Place:

ANNEXURE X

Litigation Certificate

Reg: SITC of SMF Batteries

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s______________________, a company with its headquarters/Registered Office at___________________, is not involved in any litigation which threatens solvency of the company.

Date:_______ _
____

Place:

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:
Designation:
Seal of Company
Email ID:
Mobile No:
Telephone No.:

ANNEXURE XI

Bid security declaration

Reg: SITC of SMF Batteries

I/We undersigned declare that:

1) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

2) I/We accept that I/We may be disqualified / debarred from bidding against J&K Bank Limited tenders for a period of **five yea**rs from the date of notification if I/We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs from the tender, my/our bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or refuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Security within the timeline, in accordance with the instructions to Bidders & as per tender terms & conditions.

3) I/We understand this Bid Security Declaration shall cease to be valid on the Thirty First day from following,

a) If I am/we are not the successful Bidder, the receipt of your notification of the name of the successful Bidder; or

b) the expiration of the validity of my/our Bid or any extension thereof.

Yours faithfully,

Name of Signatory

Signature of Authorized Signatory

Date: