



**On-Line Request for Proposal (e-RFP)**

**For**

**Empanelment of Vendor(s) for Supply, Installation, Testing & Commissioning of EPABX Systems to be installed at various Branches/Offices of the Bank across India.**

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

**e-RFP Ref. No. JKB/Empanelment-SITC-EPABX/2025-1343  
Dated :11-03-2025**

**E-Tender for SITC (Supply Installation, Testing & Commissioning) of EPABX Systems to be installed at various Branches/ Offices of the Bank across India.**

For and on behalf of Jammu & Kashmir Bank, bids in electronic format bid system are invited from **Principle manufacturers/OEM's/Authorized Dealers** for the SITC of EPABX Systems to be installed at various Branches /offices of the Bank across 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.abcpocure.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 EPABX Systems to be installed at various Branches/offices of the Bank across India.	Rs.1500/-(Rupees Fifteen hundred only) to be credited through Bank transfer/NEFT only as per details given in tender documents	Rs.30,00,000/=(Rupees thirty lacs only)	Rs.-60,000/= (Rupees sixty thousand only)	03/04/2025

**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 purpose 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, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this 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: 00/00/2025**

**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 EPABX Systems to be installed at various Branches/ Offices of the Bank across 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 EPABX Systems to be installed at various Branches/ Offices of the Bank across 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)

Full Name and Designation

(To be printed on Bidder's letterhead)

Table of Contents			
S. No.	Documents	Annexure	Page No.
1	Schedule of Events	-	6
2	Technical Documents/ Eligibility Criteria	I	9
3	Terms and conditions	II	13
4	Technical specifications	III	21
5	Service level agreement	IV	28
6	BOQ (Technical Details)	V	39
7	Price Bid	VI	41
8	Undertaking for Non blacklisting	VII	42
9	No Litigation certificate	VIII	43
10	BG draft	IX	44
11	Undertaking of Authenticity	X	45
12	Manufacturers Authorization form	XI	48
13	Unconditional Acceptance letter	XII	49
14	Bid Security Declaration	XIII	50

**Schedule of Events:**

e-RFP Reference Number	JKB/Empanelment-SITC-EPABX/2025-1343 Dated :11-03-2025
Department Name	Estates & Engineering Department (Electrical), BSD Corporate Headquarters, M A Road Srinagar, 190001
Scope of Work	Supply, Installation, Testing & Commissioning of EPABX systems to be installed at various Branches & Offices of J&K Bank across India.
Period of contract	2 years
Mode of Tender Submission	Online- 2 bid (Technical & price bid)
Bid Submission mode	<a href="https://jkbank.abcprocure.com">Online through Banks e-Tendering service provider https://jkbank.abcprocure.com</a>
Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	<ol style="list-style-type: none"> <li>1. Mr. Inamul Haq Keen (I/C Estates &amp; Engg Deptt. CHQ)</li> <li>2. Mr. Yasir Hamid Beg (I/C Electrical Section CHQ)</li> <li>3. Ms. Sana Hameed (Senior Manager)</li> </ol> <p>Deptt. Name: Estates &amp; Engg. Deptt, (Electrical section) BSD, J&amp;K Bank, Corporate Headquarters, M.A. Road Srinagar, Kashmir 190 001 Deptt. E-mail ID: <a href="mailto:electrical.chq@jkbmail.com">electrical.chq@jkbmail.com</a> Ph. No. 0194-2502666 Ext no.:- 1204, 1202.</p>
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	<p>NIT can be downloaded from and submitted on Bank's e- Tendering Services Provider's Portal <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a> from</p> <p style="text-align: center;">March 12, 2025, 16.00 Hrs. To</p> <p style="text-align: center;">April 03, 2025, 17.00 Hrs.</p>

Last Date for Pre-Bid Queries & submission Mode	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>March 20, 2025, 17.00 Hrs.</b>
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on <b>March 26, 2025</b>
Last Date of Submission of RFP Bid	<b>April 03, 2025, 17.00 Hrs.</b>
Address for submission of Bids	As prescribed in Bank's online tender portal <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a>
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 <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a>
Tender Participation Fee (Non-Refundable)	<p>Rs. 1500/- (Rupees Fifteen hundred only) to be credited through Bank Transfer/NEFT only vide below details:</p> <p><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 MA Road Srinagar J&amp;K - 190001</b></p> <p>Tran/UTR Number may be uploaded on E-tendering portal Tender fee is exempted for Start-ups/MSE's as recognized by DIPP (Submit/upload proof in support of this exemption).</p> <p><b>Note: Tender Fee can also be submitted in the form of DD favouring DGM (BSD) J&amp;K Bank. CHQ.</b></p>

<p><b>Earnest Money Deposit (EMD) (Refundable)</b></p>	<p>Rs. 60,000/- (Rupees Sixty thousand only) to be deposited through Bank Transfer/NEFT only vide below details:  <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, M. A. Road Tran/UTR Number may be uploaded on E-tendering portal EMD is exempted for Start-ups/MSE's as recognized by DIPP (Submit/upload proof in support of this exemption).</b></p> <p>Note: EMD can also be submitted in the form of BG/CDR favouring DGM (BSD) J&amp;K Bank. CHQ.</p>										
<p><b>Performance Guarantee (to be submitted by successful bidder)</b></p>	<p>Performance Guarantee @ 3% of the project cost to be submitted in form of BG/CDR and shall remain valid for a period of 60 days beyond the date of completion of contract.</p>										
<p><b>For e-Tender related Queries</b></p>	<p style="text-align: center;"><b><u>Service Provider:</u></b></p> <p style="text-align: center;"><b>M/s. E-procurement Technologies Limited</b>  <b>( Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College,</b>  <b>Ahmedabad- 380006, Gujarat</b></p> <p style="text-align: center;"><b><u>Help Desk:</u></b></p> <table border="1" data-bbox="748 1329 1520 1671"> <thead> <tr> <th style="background-color: #92d050;">Sr. No</th> <th style="background-color: #92d050;">Name</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Sandhya Vekariya - 6352631968</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Suraj Gupta - 6352632310</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">Ijlalaehmad Pathan - 6352631902</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">Imran Sodagar - 9328931942</td> </tr> </tbody> </table>	Sr. No	Name	1	Sandhya Vekariya - 6352631968	2	Suraj Gupta - 6352632310	3	Ijlalaehmad Pathan - 6352631902	4	Imran Sodagar - 9328931942
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**ANNEXURE-I (a) (Details to be submitted by the bidder)**

S.No.	Particulars (attach supporting documents wherever required)	Details/Remarks
1	Name of the Bidder/Firm	
2	Name of authorized signatory along with contact No. & e-mail ID	
3	Address for correspondence with contact No. & e-mail Id	
4	Constitution of Bidder (Whether Proprietor/partners/company, etc)	
5	Registration No. (Attach Registration Certificate)	
6	Labour/ EPF registration details. No of Employees registered	
7	PAN of bidding firm GST Registration.	
8	Details of the Service /Technical Engineers along with their designation, qualification & experience.	
9	EMD/ BG details	
10	Tender Fee details	

**ANNEXURE-I (b) (Technical Documents/Eligibility Criteria)**

**Minimum Eligibility Criteria/Pre-qualification for SITC of EPABX Systems to be installed at various Branches/ Offices of the Bank across India.**

S.No.	Particulars	Supporting documents Required
1	The bidder has to be an OEM/channel partner/distributer/dealer/Registered firm.	Attach relevant licences/Authorization.
2	The bidder is required to have Service/Training centres maintained by business partners/Associates in J&K.	Attach addresses (Srinagar/Jammu. Self attested on letterhead.
3	Name, address, contact No.'s & contact person of authorized dealer/ Franchisee/ channel partner in UT of J&K.	Attach addresses (Srinagar/Jammu). Self attested on letterhead.
4	Minimum Past experience of 5 years related to similar nature of work.	Attach work orders executed in last five years in Banks/Govt. institutes /PSU/reputed pvt. institutes (along with corresponding completion/satisfactory performance certificates vetted by the concerned deptt.)
5	Turnover of the bidder should not be less than 10 lacs per year (related to similar nature of work) or an aggregate turnover of 30 lacs from last three financial years 2021-2022, 2022-2023 and 2023-2024 (upto 31-12-2024).	Audited Balance sheets/PL to be attached). CA to certify that average turnover is from similar nature of work.
6	Income Tax returns for last three years 2021-2022, 2022-2023 and 2023-2024 (furnish details)	IT return copies
7	Latest GST returns for last three years 2021-2022, 2022-2023 and 2023-2024 (furnish details)	GST return copies

8	Latest Solvency Certificate (9 Lacs)	Issued by any scheduled/ commercial Bank
9	Unconditional acceptance letter	Duly attested by the Bidder
10	Undertaking for non- blacklisting	Self certified undertaking
11	No Litigation certificate	CA certified
12	Bid Security Declaration	Duly attested by the Bidder
13	Whether Commercial bid submitted is in accordance with information submitted in technical bid (fill in Yes/No)	
14	BOQ (Technical Details)	Duly filled by the bidder with seal & Signature

**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.

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.abcpocure.com> from 13/03/2025 onwards. The last date of submission of bids is 03/04/2025.

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.

**ANNEXURE-II**

**General Terms & Conditions**

1. The scope of work under this tender is to undertake Supply, Installation, Testing and Commissioning of EPABX systems including all allied accessories as per technical specifications at various Branches/ Offices of J&K Bank located across India.
2. This Tender is being floated in the two bid system for the empanelment of vendor(s) for SITC of EPABX systems at various Branches/Offices of J&K Bank located across India for the period of two years. However the empanelment can be considered for further extension at sole discretion of the Bank.
3. **Technical Cover.**  
Shall contain all the documents mentioned in Annexure-I along with the tender fee & EMD.
4. **Financial Cover.**  
Shall contain the prices of the offered products. The companies shall be short listed on the basis of Technical evaluation and the Financial Cover of only short listed companies shall be opened.
5. **The bidders have to offer rates for Unify/Matrix/NEC/Creative/Coral or equivalent make of EPABX systems only.**  
Note: Bidder has to strictly quote for the makes mentioned above. However the bidder can also quote for an equivalent make subject to the following:
  - a) In case, the bidder intends to offer an equivalent make other than makes mentioned above, the bidder has to mandatorily seek acceptance from the Bank during pre bid queries and the acceptance of the offered equivalent makes shall be at the sole discretion of the engineering department of the Bank/ Bank consultant. Bids where prior approval has not been sought for offered equivalent makes during pre bid queries shall be liable for rejection.  
The specification of the equivalent make offered should be equal or better than the specifications mentioned in technical sheet provided.
6. **Bidder quoting for a particular MAKE should quote all equipments/ items of that same MAKE only.**
7. As the J&K Bank has business presence all over the country, bidders are advised to collect information on their own regarding taxes and duties applicable across different states in the country. Bank will not be responsible for any liability on account of taxes & duties arising due to bidder's negligence.

8. The Bidder shall bear all costs associated with the preparation and submission of Bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
9. The Technical Proposal should NOT contain any price information. Such proposal, if received, will be rejected.
10. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
11. Bidders shall attach latest tax clearance certificate from concerned department without which bids will be rejected.
12. **Sufficiency of quoted price.**
  - A. 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 job.
  - B. Prices quoted by the Bidder shall be **fixed** during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. The Prices should be valid for six months from the date of opening of price bid.
  - C. The rate quoted shall be FOR site inclusive of all applicable taxes/ duties/ connecting wires/patch cords/installation charges etc.
  - D. 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 taxes shall be considered after written request of the bidder.
13. In case of non-execution of order, back out, default, delay in operation/commissioning or non-compliance with any of the terms and conditions of supply order, the Bank shall without any prejudice to any other remedy available to it, terminate the order after serving 07 days notice and impose a penalty of up to 10% of the value of the particular order. Also the Bank will in such a condition, Black List the bidder from further empanelment & inform IBA to delist the firm from entire Banking Industry.
14. The bidder shall have to ensure a call resolution time within the warranty of maximum 24 hours from the time of call logging, failure to resolve the call within the stipulated time on more than two occasions in a year will attract penalty of

10% of the order value. The 10% penalty shall be charged if the call remains unresolved for more than two days at a stretch.

15. Authorized channel partners/ Business Associates/ Distributors/dealers will be allowed to participate in the bid for which valid Authorization Certificate that shall be issued by respective OEM/ Manufacturer has to be enclosed with the bid. The spare parts/accessories shall be available for the next five years from the end date of tender agreement contract. Those bidders who don't have such Authorization Certificates from OEM/ Manufacturer will not be considered and their bids will be out rightly rejected.
16. Authorized Channel Partner/ Business Associate/ Distributor participating in the bid should have minimum experience of 5 years of having supplied & installed similar EPABX systems in Govt. and other Corporate organizations etc. and shall have a minimum annual turnover of Rs. 10 lacs/ year for the business pertaining to SITC of EPABX systems only for each of the last three financial years, documentary proof of which has to be submitted along with the bid. Sub-contracting will not be allowed.
17. The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:
  - A. That, in the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, the Bidder has been duly authorized as per authorization letter.
  - B. that adequate, specialized expertise are available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the warranty period and provide necessary maintenance services.
18. Bidders who are participating for the first time need to mandatorily submit performance certificates from Institutions/ Departments/ Organizations where they have executed Works. Bidders who don't submit such information will not be considered for evaluation.
19. Bids without EMD/ Tender fee will be out rightly rejected except for start ups/MSE's recognized by DIPP.
20. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.
21. The EMD may be forfeited:

- A. If a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
  - B. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
  - C. In the case of a successful Bidder, if the Bidder fails;
    - i. To sign the Contract; or
    - ii. To furnish Performance Bank Guarantee
22. In the event of such forfeiture, the bidder is not entitled to any compensation.
23. In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the period of validity of Bid. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD.
24. The validity of the bids shall be 6 months (180 days) from the last date of submission of bids.
25. The bidder shall mandatorily indicate the authorized signatory/ signatories 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.
26. Any deviations from specifications should be clearly brought out in the bid.
27. In order to enable bidder's reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids. However, this cannot be claimed by the Bidders as a matter of right. The decision of the Bank in this regard shall be final and binding.
28. In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
29. No deviations on specifications/ terms & conditions of tender documents are permitted unless authorized by the Bank. Any clarifications from bidders on tender documents can be obtained before bid submission date via mode already specified in tender document.
30. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be duly communicated by the Bank.

31. At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding document by amendment.
32. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.
33. The Bidder shall submit point by point compliance to the technical specifications and it should be included in the Bid. General/ Technical data must mandatorily be accompanied with all quoted items/ equipments.
34. Only those Bidders who qualify in pre-qualification and Technical evaluation would be shortlisted for commercial evaluation. Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
35. The Bank reserves the right to evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc.
36. During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid.
37. The bidder shall be short listed on the basis of Pre Qualification evaluation, Technical evaluation, submission of all documents as per Annexure-I and conditions laid down therein or elsewhere in the tender document and the financial bid of only short listed companies shall be considered.
38. Bank reserves the right to select more than one bidder for SITC of EPABX systems. The tender is for empanelment of vendor/s & the Bank reserves the right to apply its discretion in division of work between the empanelled vendors. The Bank may also reject all or any of the tenders at its discretion without assigning any reasons whatsoever.
39. Bid prices are to be quoted in Indian Rupees only.
40. After the completion of bidding process, the successful bidder will be required to sign an agreement for a period of two years with the Bank wherein all the terms and conditions governing the parties will be mentioned. Bank reserves the right to

apply its discretion in the selection of the bidder on the basis of its past experience.

41. The EMD of successful bidder will be retained as part of performance guarantee by the Bank for the period of contract.
42. In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
43. Payment Terms: 90% on installation of EPABX systems subject to production of Invoices, accompanied with material delivery Challans and Installation Reports duly signed by concerned authorities at the place of installation. Rest 10% shall be released after expiry of warranty period OR the vendor shall have to submit Centralized BG's at CHQ, equivalent to the Retention Money, for effecting rest 10% payment in his/their favor. In case the site of installation is not ready, the Bank shall release the 75% amount due on installation subject to production of **Site Not Ready (SNR)** from the concerned In charge and on the undertaking that the EPABX System shall be installed and commissioned immediately on receipt of Site Ready information from the Bank.
44. In case of failure of the vendor for SITC of EPABX systems within the stipulated time frame, the Bank shall arrange the same through some other agency at the sole risk & responsibility of the vendor after duly 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.
45. The EPABX System shall be delivered and installed within 2 (TWO) weeks from the date of supply order issued by the Bank. However, Bank may need to install EPABX systems on short time basis, as & when required, for which bidder will be intimated accordingly.
46. The Bidder shall have to provide an Escalation matrix for lodging of complaints/related issues. The vendor shall ensure that sufficient technical support is available across all the regions/ zones of the Bank.
47. Bidders must have sufficient quantity of spares/ testing tools/ components available at service centers which will be verified by Bank team as & when required.
48. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

49. The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.
50. Courts of Srinagar only will have jurisdiction in case of any dispute arising out of the contract. (For disputes and arbitration refer SLA)
51. The bidder shall provide training, free of cost, to Banks staff for operating the system at the time of commissioning of the system.
52. Bank may conduct Reverse Auction at any stage of the Bidding process.
53. Corrupt and fraudulent practices:
  - a) 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.
  - b) "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.
  - c) "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 the 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.
  - d) The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for awards has engaged in the corrupt or fraudulent practices in competing for the contract in question.
  - e) 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.
54. The Bidder shall, by responding to the Bank with a bid/proposal, be deemed to have accepted the terms of this document and the disclaimer in totality without any condition whatsoever and accepts the selection and evaluation process mentioned in this RFP document. The Bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP.

55. The bidder shall not assign or outsource the works undertaken by them under this RFP assignment awarded by the Bank without the written consent of the Bank.

56. Bank reserves the right to reject any/ all bids or quash the entire process at any point of time without assigning any reasons whatsoever.

57. The Bank will be within its rights to ask the bidder to furnish any document at any point of time during technical evaluation and failure on the part of bidder to do so may lead to rejection of his bid.

**All Terms and Conditions accepted.**

**(Authorised Signatory)**

**Seal & signature**

### ANNEXURE III

#### TECHNICAL REQUIREMENTS FOR EPABX SYSTEMS

##### 1) EPABX (Electronic Private Automatic Branch Exchange)

The exchange shall be based on Stored Program Control (SPC) type technology with options of programming by push button telephone/Key telephone/PC through USB port. Minimum of (3) three KTS ports shall be provided in each configuration mentioned in price schedule. The EPABX system shall be capable of connection with devices such as cordless phones, modems, answering machines, and any other device that works with conventional telephone lines.

EPABX system offered shall have built in DISA of atleast 180 secs with 3 level auto attendant with 3/5 party conference.

##### 2) ARCHITECTURE

- I. SPC type.
- II. Expandable by add on cards within same chassis.
- III. System should support separate DTMF receivers & generators.
- IV. Incorporate latest Surface Mount Technology

##### 3) INTERFACES

- I. System should support RS232 (COM) port for:
  - ASMDR reports
  - Configuration reports
  - Programming using a PC
  - System activity Log report transfer
- II. One Centronics printer port for printing:
  - ASMDR reports
  - Configuration reports
  - System activity Log report transfer
- III. Key phone interface with 2 wire (2 pin 2 no's o 1 pin 2 wire) for connecting key phones and consoles.
- IV. Built-in Public Address System (PAS)
- V. Built-in External Music input port
- VI. Normal 2-wire trunk
- VII. USB port for PC programming.
- VIII. POWER SUPPLY
  - Option1: Input 24V DC +/-20%
  - Option2: Universal Mains Input 110-265V AC, 50/60 Hz

**4) MECHANICAL**

- I. Sturdy Mechanical Design
- II. Rust-proof enclosure
  
- III. Mounting Options:
  - Wall
  - Tabletop

**5) FEATURES**

- I. Flexible numbering for extensions (Single digit, 2 digits & 3 digits).
- II. Priority within a system.
- III. Polarity reverse detection.
- IV. Busy station signaling.
- V. Calling party control.
- VI. Data Line Security.
- VII. System speed dial.
- VIII. Toll restriction levels.
- IX. Dialing conversions Pulse-Tone.

**6) EPABX SYSTEM FEATURES**

- I. Programmable feature access codes
- II. Allowed and Denied Lists
- III. Call cost calculation
- IV. Closed User Groups (CUG)
- V. Configuration Reports
- VI. Direct Inward Dialing (DID) on normal trunks
- VII. Direct Inward System Access (DISA) on normal trunks
- VIII. Operator Console (Optional)
- IX. Distinctive Rings
- X. External Call Forward
- XI. External Music Input port
- XII. Flexible Numbers
- XIII. Help Reports
- XIV. Least Cost Routing
- XV. Voice Mail System Integration (Optional)
- XVI. Music on Hold
- XVII. Remote Programming
- XVIII. Station Message Detail Recording (SMDR).
- XIX. Time Zones
- XX. Trunk Access Groups – Programmable
- XXI. Trunk Landing Groups – Programmable
- XXII. Alternate call ring/voice.
- XXIII. Central Ringer.

- XXIV. Control Applications using a relay port
- XXV. Voice Messages.

**7) STATION (EXTENSION) FEATURES**

- I. Abbreviated Dialing
  - Global - 100 Nos.
  - Personal –10 Nos. per extension
- II. Alarms – Time, Daily, Date & Time, Snooze, Multiple
- III. Auto Answer
- IV. Auto Call Back:
  - Busy
  - No Reply
- V. Auto Redial on Normal Trunks
- VI. Barge-in
- VII. Automatic fax transfer.
- VIII. Call Budgeting
- IX. Call duration Control
- X. Call Forward
  - All calls
  - On Busy
  - On No Reply
- XI. Call Park
- XII. Call Pick-up
  - Group
  - Selective
- XIII. Call splitting
- XIV. Call Transfer
- XV. Calling line Identification Presentation in DTMF and FSK format (Optional)
- XVI. Calling Line Identification Restriction
- XVII. Class of Service
- XVIII. Conference – 3/5 parties
- XIX. Executive busy over ride.
- XX. Do Not Disturb
- XXI. Dynamic Lock
- XXII. Follow Me
- XXIII. Forced Call Disconnection
- XXIV. Call Hold
- XXV. Call waiting (Optional)
- XXVI. Interrupt Request
- XXVII. Last Caller Recall
- XXVIII. Last Number Redial
- XXIX. Call routing for fixed line SMS(Optional)

- XXX. Paging
- XXXI. Selective Trunk Access
- XXXII. Walk-in Class of Service
- XXXIII. CO to CO transfer.

**8) DIGITAL KEY PHONE FEATURES (OPTIONAL)**

- I. Feature keys
- II. 3 line x 16 characters LCD
- III. 12 DSS Keys
- IV. Auto Answer
- V. Adjustable Ringer Volume Level
- VI. Adjustable Speech Level
- VII. Background Music (BGM)
- VIII. Call Duration Display
- IX. Call Cost Display
- X. Directory Dialing by Name
- XI. Dual color LED's for Port Status
- XII. Forced Answer
- XIII. Hands Free operation
- XIV. Headset Connectivity
- XV. Live Call Screening (optional)
- XVI. Missed Calls
- XVII. Multiple Ringer Tones
- XVIII. Room Monitor

**9) CONSTRUCTION**

**I. Equipment Construction**

All communications equipment shall be constructed in accordance with the following requirements.

**i. Component Identification**

Each component, to the level of printed circuit cards, shall be clearly marked with the manufacturer's part number, serial number, and revision level. Changes to components shall be indicated by an unambiguous change to the marked revision level.

Where custom parts are provided, each part shall be marked to specifically identify the component. All printed circuit card cages and all slots within

the cages shall be clearly labeled. Printed circuit cards shall be keyed to prevent insertion into incorrect locations.

**ii. Enclosures**

All equipment shall be physically mounted in enclosures. The bidder shall state the type, size, and weight of all enclosures and indicate the proposed manner of installation. The Contractor shall also meet the following requirements:

- The enclosure shall be steel fabricated and finished inside and out. All cabinet metal shall be thoroughly cleaned and sanded, and welds chipped to obtain a clean, smooth finish. All surfaces shall be treated to resist rust and to form a bond between the metal and the paint. Enclosures shall be finished in a semi-gloss smoke gray color. Interior of the cabinets shall be painted with white enamel paint glossy finish.
- Equipment enclosures shall be freestanding, floor-mounted, with front and rear access to hardware and wiring. The rear access is only needed during installation, and not during normal maintenance.
- The enclosure shall be rack-mounted system with hinged units provided as necessary.
- Maintenance access to the hardware and wiring shall be through lockable, full height, front doors.
- Conductors in multi-conductor cables shall be individually color coded, and numbered at both ends.
- Provision for top and bottom cable entry shall be provided with gaskets and / or stuffing glands.
- Signal and safety ground networks within the enclosure shall be provided. The safety ground shall be isolated from the signal ground and shall be connected by the Contractor to the ground network and to the ground wire of the ac power input.

- The signal ground shall terminate at a separate stud connection sized for a lugged 16-mm<sup>2</sup> ground wire. Each ground network shall be a copper bus bar, braid, or cable. Use of enclosure frame, skins, or chassis mounting hardware for the ground network is not acceptable.
- All enclosures shall be indoor, dust-proof with rodent protection and meet ISO – IP41 class specifications.
- All enclosures and equipment within enclosures shall be clearly labeled to identify the enclosure / equipment. All labeling shall be consistent with Contractor – supplied drawings.
- All inter-cabinet cabling shall be shielded from electromagnetic interference. Ground connections to shield must be kept short or shields may be bonded to the connector shell with 360-degree terminations.
- Wiring within enclosures shall be neatly arranged and securely fastened to the enclosure by non-conductive fasteners. Wiring between all stationary and moveable components, such as wiring across hinges or to components mounted on extension slides, shall allow for full movement of the component without binding or chafing of the wire.
- All enclosures shall be provided with an internal maintenance lamp, and shall have appropriate gaskets and eyelets for bundling and routing of internal wiring.
- All materials used in the enclosures including cable insulation or jacketing, wire troughs, terminal blocks, and enclosure trim shall be made of flame-retardant material. Any use of PVC shall be allowed only with permission of PDD, J&K.

### iii. Electrical Terminations

All connections between the communication equipment and external signal wiring shall be via terminal blocks or connector panels mounted in the equipment cabinets. All analog circuits shall be routed for external wiring to existing and bidder-supplied wire wrapped termination blocks.

**iv. Main Distribution Frame (MDF)**

All VF circuit connections between the communication equipment and end devices (telephones, modes, etc.) shall be brought through the MDF at each location. The bidder shall be responsible for installing additional wire punched termination blocks at each location to meet initial and spare requirements. New MDF's shall be supplied as required.

The bidder shall provide wall mounted MDFs that meet the following requirements:

- Krone type (Original Grammy or equivalent) MDF with metal enclosure with powder coating.
- Finished inside and out. All cabinet metal shall be thoroughly cleaned and sanded, and welds chipped to obtain a clean, smooth finish. All surfaces shall be treated to resist rust and to form a bond between the metal and the paint. The enclosures shall be finalized a semi-gloss medium gray color.
- Maintenance access to all terminal blocks and wiring via a lockable front door. All door locks shall be keyed to the same key.
- Provisions for top and bottom cable entry. Cable entries shall be provided with protection against insect and animal entry, and sealed to prevent dust and sand contamination.
- Each enclosure shall be equipped with a safety ground stud sized for connection of a lugged 2 / 0 ground wire.

**v. MDF Cabling**

The bidder shall supply all analog cables (sized to be capable of implementing all defined spares) from the communications cabinet to the existing and bidder-supplied MDFs at the sites. These cables shall be constructed from non-PVC, fire / smoke resistant materials. The analog cable assemblies shall use colour-coded, multi-conductor shielded low capacitance cable. The wire insulation shall be colour coded in accordance with the standard colour code chart for 2/5/10 pair telephone cables.

**vi. Lighting and Transient Voltage Protection**

The bidder shall provide lighting and transient voltage protection at the point of entry for all new circuits originating from the MDF.

**vii. Earthing.**

Earthing shall be provided by owner as per requirements at each site after recommendations from bidders.

Note:- Bidders must provide all necessary Make/ Model required to make the solution work strictly as per technical specifications.

**(Authorised Signatory)**

**Seal & signature**

## ANNEXURE IV

### SERVICE LEVEL AGREEMENT

This Agreement is executed at Srinagar on this the.....day of .....2025 (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 "Contractor" which term or expression shall unless excluded by or repugnant to the subject or Context, mean and include its successor(s) interest and permitted assignees) of the Second Part, which expressions shall be deemed to mean and include the representatives, successor (s)- in interest, nominees, administrators and assigns etc. of the parties to this agreement. The Contractor and the Bank are hereinafter collectively referred to as "Parties" and the individually as "Party".

Whereas, contractor has been empanelled by the Bank being pursuant to the e-tender dated..... for Supply, Installation, Testing & Commissioning of EPABX Systems to be installed at various Offices/ Branches and other Banks establishments across the country.

Whereas, the Bank has awarded the SITC of EPABX systems vide letter No..... to Contractor and the parties herein agreed to reproduce in writing the terms and conditions governing the process of SITC of EPABX systems and its accessories in the form of a legally expressible documents herein referred to as Agreement".

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

##### **1. Scope**

The scope of work under this tender is to undertake supply, installation, testing and commissioning of EPABX systems including all accessories as per technical

specifications at various branches/offices/financial services of J&K Bank located across India. The rate quoted shall be FOR site inclusive of all applicable taxes/duties/ connecting wires/patch cords/installation charges etc.

2. **Duration of SLA**

The agreement shall be valid for a period of 2 years from the date of execution (effective date) of this agreement unless terminated earlier by the Bank. The Bank shall be within its rights to terminate the agreement at any earlier date for any reason whatsoever by giving notice in writing to the Contractor. The termination in such case shall be effective from the date mentioned in notice.

3. The EPABX System shall be delivered and installed within 2 (TWO) weeks from the date of supply order issued by the Bank. However, Bank may need to install EPABX systems on short time basis, as & when required, for which bidder will be intimated accordingly.

4. **Payment terms:**

90% on installation of EPABX systems subject to production of Invoices, accompanied with material delivery Challans and Installation Reports duly signed by concerned authorities at the place of installation. Rest 10% shall be released after expiry of warranty period OR the vendor shall have to submit Centralized BG's at CHQ, equivalent to the Retention Money, for effecting rest 10% payment in his/their favor. In case the site of installation is not ready, the Bank shall release the 75% amount due on installation subject to production of **Site Not Ready (SNR)** from the concerned In charge and on the undertaking that the EPABX System shall be installed and commissioned immediately on receipt of Site Ready information from the Bank.

5. **Manner of manufacture**

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

6. **Consignee**

The consignee to be supplied to under this order shall be J&K Bank Limited. The equipment shall be dispatched through a registered transport contractor duly insured and shall be delivered and erected at site. No claims on account of transit damages or losses shall be entertained. The supplier shall make well the

loss/damages quickly, if any, caused during transit within a period of one week. The Bidder shall not appoint any sub-contract for this work under any circumstances.

7. **Testing**

The Supplier shall be responsible for all inspections and testing specified in the applicable courses. Should any test report at any stage show that the equipment or any part thereof does not meet guaranteed data as per the specifications, J&K Bank shall be at the liberty to reject the whole equipment or part thereof, as the case may be and impose penalty which may be equivalent to the cost of the equipment or any other amount as may be decided by the Bank.

8. **Site of Delivery**

The site of installation shall cover all the Branches of J&K Bank that lie in J&K and rest of the Country.

9. **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.

10. **Splitting of Order**

The Bank reserves its right for splitting the quantity of systems between empanelled vendors.

11. **Warranty:**

The EPABX Systems carry an Onsite comprehensive Warranty of 2 Years for all the hardware components including free replacement of spares, parts, kits from the date of commissioning. The supplier at his own cost will rectify any defects developed during the warranty period which shall include replacement of defective part or even the replacement of EPABX System as a whole. Warranty for the System Software/ off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.

12. **Performance Guarantee:**

The EMD will be retained as part of performance guarantee by the Bank for TWO years i.e. validity of the tender. In case of extension to the Tender, PBG shall be retained for such extended period.

**13. Penalties & Liquidated damages**

In case of non-execution of order, back out, default, delay in operation/commissioning or non-compliance with any of the terms and conditions of supply order, the Bank shall without any prejudice to any other remedy available to it, terminate the purchase order after serving notice, impose a penalty of up to 10% of the value of the particular order. Also the Bank will in such a condition, Black List the bidder from further empanelment & inform IBA to delist the bidder from entire Banking Industries besides taking legal action. In case of any prolonged downtime of the machine, the Bank shall have the discretion of engaging any other alternate vendor for rectification of the fault at the sole risk, cost and responsibility of the AMC vendor.

**14. Arbitration & Jurisdiction**

It will be the endeavour of the Parties to resolve amicably any disputes or differences that may arise between them from misconstruing the meaning and operation of this Agreement and the breach that may result.

In case of dispute or difference arising between the Parties relating to any matter arising out of or connected with this Agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be chosen by mutual discussion between the Parties. The decision of the arbitrator shall be final.

The successful bidder shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Client 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 arbitration proceedings shall be held at Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

**15. Amendments:**

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

**16. Notices:**

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 or the address. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three day 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).

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

18. This agreement is on 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.

19. The contractor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The contractor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the contractor, that may develop under normal use of the supplied products in the conditions prevailing in India.

20. The contractor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

**21. CONFIDENTIALITY:** 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.

22. The contractor shall have to ensure a call resolution time within the warranty of maximum 24 hours from the time of call logging, failure to resolve the call within the stipulated time on more than two occasions in a year will attract penalty of 10% of the order value. The 10% penalty shall be charged if the call remains unresolved for more than two days at a stretch.

23. In case of failure of the vendor for SITC of EPABX systems within the stipulated time frame, the Bank shall arrange the same through some other agency at the sole risk & responsibility of the vendor after duly 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.

24. **FORCE MAJEURE:**

Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are caused any force majeure event.

Force Majeure means any event or circumstance, or combination of events or circumstances including but not limited to those stated hereunder, that wholly or partly prevents or unavoidably delays the affected party in performance of its obligations under the agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided even if the affected party had taken reasonable care: (i) any act of God, or (ii) any explosion, accident, breakage of facilities, plant or equipment, or structural collapse or a chemical contamination caused by a person not being the affected party (or an affiliate, associate, contractor or any other person acting under the direction or control of the affected party) and not being due to inherent defects in the project, or (iii) any epidemic, plague or quarantine, or (iv) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo (including causing unavailability or shortage of fuel or materials), revolution, riot, insurrection, civil commotion, religious strife, communal violence, act of terrorism, extremist action or politically motivated sabotage or abduction, or (v) any act of government instrumentality, or (vi) any event or circumstance of a nature analogous to any of the foregoing.

If force majeure applies, dates by which obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. In the event of the force majeure conditions continuing beyond 4 weeks, the Bank shall review this Agreement and shall be entitled to terminate this Agreement, unless the term of this Agreement is extended.

25. **INDEMNITY:** The contractor shall indemnify the bank, and shall always keep indemnified and hold the bank, its employees, personnel, officers, directors harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys fee's) relating to, resulting directly or indirectly

from or in any way arising out of any claim, suit, or proceeding brought against bank as a result of:

- Banks authorized/ bonafide views of the deliverables and / or the services provided by the contractor under this agreement; and/or
- Any act of commission or omission, fraud, negligence, breach on the part of the contractor and/or its employees, in performance of the obligations under this agreement; and/or any act of omission of statutory requirement and/or
- Claims made by employees who are deployed by the contractor against the bank; and/or
- Claims arising out of employment, nonpayment of remuneration and non provision of statutory benefits by the contractor to its employees, its agents.
- Breach of any of the term of this Agreement or breach of any representation or false representation of inaccurate statement or assurance or covenant or warranty of the contractor under the RFP / under this agreement; and/or
- Any or all deliverables or services infringing any patent, trademarks, copyrights or such other intellectual property rights; and/or
- Breach of confidentiality obligations of the contractor contained in this Agreement; and/or
- The acts errors, representations, misrepresentations, willful misconduct or negligence or gross misconduct attributable to the selected vendor or to its employees under the RFP/ this agreement.
- Loss of data due to selected vendor provided facility or Any deficiency in the services of the contractor.
- Any transaction contemplated under this agreement.
- The provision of this clause shall survive the termination of this agreement.

26. After the operational acceptance has completed, the contractor shall give a notice to the bank requesting the issue of an operational acceptance certificate. The bank will:

- Issue an operational acceptance certificate; or
- Notify the contractor of any deficiencies or other reason for the failure of the operational acceptance tests.
- Once deficiencies have been addressed, the contractor shall again notify the bank, and the bank with the full cooperation of the bidder, shall use all reasonable endeavors to promptly carry out retesting of the system or the sub system. Upon the successful conclusion of the operational acceptance

tests, the contractor shall notify the bank of its requests for operational acceptance; the bank shall then issue to the service provider the operational acceptance, or shall notify contractor of further deficiencies, or other reasons for the failure of the operational acceptance test.

27. 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, confidentiality, arbitration and applicable law and jurisdiction shall survive the termination/expiration of this agreement.
28. All notices or other communication under or in connection with this agreement shall be given in writing and may be sent by personal delivery, or post or courier or facsimile or email. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, five days after being deposited in the post office and if sent by courier, three days after being deposited with the courier, if sent by facsimile, when sent (on receipt of a confirmation of having been sent to correct facsimile number) and if sent by mail (on receipt of confirmation). \_\_\_\_\_ (contact details of contractor) \_\_\_\_\_(contact details of Bank).
29. Neither Party shall use the patents, copyrights, trademarks, proprietary and/or licensed software, service marks and trade secrets (“Intellectual Property”) of the other Party in any manner whatsoever without the prior consent of the other Party. Nothing herein shall constitute an agreement to transfer or license or to grant any copyrights, trademark rights and/or any other intellectual property rights of either Party to the other Party.
30. 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.
31. 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 and conditions of service level agreement shall prevail.
- 32. Termination of Contract**
  - A. For Convenience: BANK by written notice sent to the Contractor may terminate the contract in whole or in part at any time for its convenience giving 15
  - B. days prior notice.
  - C. For Insolvency: BANK may at any time terminate the contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or insolvent.

- D. For Non-performance: BANK shall have the right to terminate this agreement or/and to cancel the entire or unexecuted part of the related Purchase Order forthwith by a written notice in the event the contractor fails to deliver and/or install the solution within the stipulated time schedule or any extension, if any, thereof agreed by the Bank in writing in its sole discretion OR the Contractor fails to maintain the service levels prescribed by BANK in scope of work OR fails to discharge or commits breach of any of its obligations under this Agreement.
  
- 33. In the event of termination, the contractor shall compensate the Bank to the extent of loss suffered by the Bank on account of such termination provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BANK. The Bank shall inter-alia have a right to invoke the Performance Bank Guarantee submitted by the Contractor for realizing the payments due to it under this agreement including penalties, losses etc
  
- 34. **Corrupt and fraudulent practices:**
  - a) 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.
  - b) "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.
  - c) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process (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.
  - d) The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for awards has engaged in the corrupt or fraudulent practices in competing for the contract in question.
  - e) 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.
  
- 35. This agreement has been signed in duplicate, each of which shall be deemed to be original.

Agreed and signed

On behalf of

Agreed and signed

on behalf of

The Jammu and Kashmir Bank Ltd,

Name.....

Designation.....

Place.....

Date.....

(Contractor Name)

Name.....

Designation.....

Place.....

Date.....

**Witness (1):**

Name.....

Designation.....

Place.....

Date.....

**Witness (1):**

Name.....

Designation.....

Place.....

Date.....

**Witness (2):**

Name.....

Designation.....

Place.....

Date.....

**Witness (2):**

Name.....

Designation.....

Place.....

Date.....

Annexure V

S.No.	ITEM DESCRIPTION	Tentative Qty	MAKE & MODEL
1	EPABX system with 2/3 P&T Lines & 8 analog extensions complete as per specifications (Expandable up to 16 analog extensions) including installation & commissioning with caller ID facility internal as well as external	60	
2	EPABX system with 6/8 P&T Lines & 16 analog extensions complete as per specifications (Expandable 48 analog extensions) including installation & commissioning with caller ID facility internal as well as external	20	
3	Telephone Instruments with following features:- 1) Recall Key 2) Last Number Redial 3) Ringer Volume adjustable in 3 steps 4) Caller ID Facility	800	
4	Operator Console(KTS) cum Digital Phone (two Line Display)(Compatible with above EBABX)	10	
5	2/3 P&T and 8 Extension Card for S. No. 1 above	60	
6	6/8 P&T and 16 Extension Card for S. No. 2 above	20	
7	8 Extension Card for above	60	
8	16 Extension Card for above	20	
9	MDF (Krone type) 20 pair	100	

BOQ (Technical Details)

Note:

Quantities mentioned are only indicative for the purpose of arriving at a specific figure.

(Authorised Signatory)

Seal & signature

**Annexure VI**

**PRICE BID**

S. No.	ITEM DESCRIPTION	QTY	Price (Rs.) incl. of GST
1	EPABX system with 2/3 P&T Lines & 8 analog extensions complete as per specifications (Expandable up to 16 analog extensions) including installation & commissioning with caller ID facility internal as well as external	1 set	
2	EPABX system with 6/8 P&T Lines & 16 analog extensions complete as per specifications (Expandable 48 analog extensions) including installation & commissioning with caller ID facility internal as well as external	1 set	
3	Telephone Instruments with following features:- 1) Recall Key 2) Last Number Redial 3) Ringer Volume adjustable in 3 steps 4) Caller ID Facility	1 No	
4	Operator Console(KTS) cum Digital Phone (two Line Display)(Compatible with above EBABX)	1 No	
5	2/3 P&T and 8 Extension Card for S. No. 1 above	1 No	
6	6/8 P&T and 16 Extension Card for S. No. 2 above	1 No	
7	8 Extension Card for above	1 No	
8	16 Extension Card for above	1 No	
9	MDF (Krone type) 20 pair	1 No	
<b>Total (Rs.) inclusive of GST</b>			

**Note:**

- Prices offered must be quoted inclusive of all taxes/levies/freight/connecting cables/patch cords/installation charges etc.
- Post reverse auction, L-1 of the tender shall be decided on the net rates quoted.
- Quantities mentioned are only indicative for the purpose of arriving at a specific figure. However, is within BOQ.

**(Authorised Signatory)**

**Seal & signature**

**ANNEXURE VII**

**Undertaking for Non-Blacklisted**

**To be provided on letter head of the Bidder's Contractor/ Firm/ Agency**

To,

**DGM – Estates & Engg Deptt  
J & K Bank Ltd  
Corporate Headquarters  
M.A.Road, Srinagar, J & K**

**Reg.: SITC of EPABX Systems in J&K Bank**

Sir,

We, M/s \_\_\_\_\_ having registered office at \_\_\_\_\_ do hereby confirm that we have not been blacklisted / debarred by the Government / Government agency / Banks / Financial Institutions / any other organization.

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 VIII**  
**Litigation Certificate**

**Reg.: RFP for SITC of EPABX systems**

**To be provided by Statutory Auditor/ Chartered Accountant**

This is to certify that M/s \_\_\_\_\_, having registered office at \_\_\_\_\_, is not involved in any litigation which threatens the solvency of the contractor/ Firm/ Agency.

**Date:**

**Place:**

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Contractor:**

**ANNEXURE IX**

**Proforma for the Bank Guarantee for Earnest Money Deposit**

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee #

Date

To,

**DGM – Estates & Engg Deptt  
J & K Bank Ltd  
Corporate Headquarters  
M.A.Road, Srinagar, J & K**

Dear Sir,

In accordance with your bid reference no. \_\_\_ Dated \_\_\_ M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after Called, bidder“) wish to participate in the said bid for **RFP for Supply, Installation, Testing & Commissioning of EPABX systems at various Business Units/ offices/ Banks establishments 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. \_\_\_\_\_ (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. "Notwithstanding anything contained herein above our liability under this Bank guarantee shall not exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_).

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.

Notwithstanding anything contained hereinabove;

- i. This Bank guarantee shall be valid upto \_\_\_\_\_ and our liability under this Bank guarantee shall in no case exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) and any claim under this Bank Guarantee must be made on us by or before \_\_\_\_\_.
- ii. We shall be liable to pay the guaranteed amount or any part thereof only if you serve upon us a written claim or demand for invoking the Bank Guarantee by or before the claim period as mentioned herein above.

In witness whereof the Bank, through its authorized officer has set its hand stamped on this Day of \_\_\_\_\_ 2025 at \_\_\_\_\_.

**Date:**

**Place:**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal:**

**ANNEXURE X**  
**Undertaking of Authenticity**

To:

**DGM – Estates & Engg Deptt**  
**J & K Bank Ltd**  
**Corporate Headquarters**  
**M. A. Road, Srinagar, J & K**

Sub: Undertaking of Authenticity for EPABX for J&K Bank.

With reference to the equipment being quoted to you vide our Tender ref No: \_\_\_\_\_ dated \_\_\_\_\_, we hereby confirm that all the components/ parts/ assembly/ software etc. used in the equipment to be supplied shall be original new components/ parts/ assembly/ software only, from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

2. In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorised Service Centre/ Reseller / SI etc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

For and on behalf of  
(Signature)

(Name)  
(In the capacity of)Duly authorised to sign Bid

**ANNEXURE- XI**

**MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM**

No.

Date:

To:

Dear Sir:

**Ref: RFP No. \_\_\_\_\_ dated dd/mm/yyyy**

We who are established and reputable manufacturers(OEM)/ producers of having factories/ development facilities at (address of factory / facility) do hereby authorise M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and Services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor:

- a) Such Products as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and
- b) In the event of termination of production of such Products:
  - (i) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

**ANNEXURE-XII**

**UNCONDITIONAL ACCEPTANCE LETTER**

**DGM – Estates & Engg Deptt  
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 work.
  
- 2.0- The special conditions of the tender have been noted wherein it is clarified that after accepting the tender conditions including finalized specifications, 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 the 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

**ANNEXURE XIII**

**Bid security declaration**

**Reg: SITC EPABX Systems**

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 years** 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: