



**On-Line Request for Tender (e-NIT)
For
Comprehensive AMC for Air Conditioners installed at various Offices at
Corporate Headquarters and allied Offices/Guest Houses.**

**E-RFP Ref.No.JKB/E&ED/AMC-AC-CHQ-Guest-Houses/2025-1336
Dated:06-03-2025**

Issued by:
J&K Bank Ltd.
Estates & Engineering Department,
Corporate Headquarters, Srinagar,
M. A. Road Srinagar, 190 001 J&K Tele: 0194- 2402665
email: engineering.chq@jkbmail.com

Disclaimer

The information contained in this Tender document or any information provided subsequently to bidder(s) whether verbally or in documentary form by or on behalf of the Bank is provided to the bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided. This tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this tender is to provide the bidder(s) with information to assist the formulation of their proposals. While effort has been made to include all information and requirements of the Bank with respect to the solution requested, this tender does not claim to include all the information each bidder may require. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this tender and wherever necessary obtain independent advice. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this e-NIT. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend, supplement or annul the information in this e-NIT.

OBJECTIVE OF PROPOSAL

The Tender Details are as under:

e-RFP Reference Number	JKB/E&ED/AMC-AC-CHQ-Guest-Houses/2025-1336 Dated:06-03-2025
Department Name	Engineering Deptt, Corporate Headquarters
Tender Description	Comprehensive AMC for Air Conditioners installed at various Offices at Corporate Headquarters and allied Offices/Guest Houses
Scope of Work	Annual Maintenance Contract of Air Conditioners (Window, Split, Cassette) of various types and Tonnage installed at various Offices at Corporate Headquarters and allied Offices/Guest Houses on comprehensive Basis. The successful Bidder shall be in a position to provide Annual Maintenance Contract for Air conditioners consisting replacement of all spares, periodical servicing, break down servicing etc.
Tender Type	Open
Period of Contract	Two(2) Year
Type of Contract	Work / Services
Consortium	Consortium Bids are not allowed.
BIDs Submission Mode	On-Line through Bank's e-Tendering Service Provider's Portal https://jkbank.abcprocure.com
Contact details of issuing Department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	<p>11. Mr. Inam ul Haq Keen (Incharge Engg) Cell No. 9797795973</p> <p>2. Mr. Owies Majeed (Sr Manager) Cell No. 9419426084</p> <p>3. Mr. Nisar un Nabi (Draftsman) Cell No. 9419027096</p> <p>Estates & Engineering Department, Corporate Headquarters, M.A.Road, Srinagar J&K 190 001 e-mail: engineering.chq@jkbmail.com</p>
Bid Document Availability including changes/amendments, if any to be issued	<p>NIT is available on and can be submitted on Bank's e-Tendering Services Provider's Portal https://jkbank.abcprocure.com/from</p> <p>March 10, 2025 16.00 Hrs.</p> <p>April 02, 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 https://jkbank.abcpocure.com/ by or before March 17 ,2025
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on March 25, 2025
Last Date of Submission of EOI Bid	April 02, 2025 17.00 Hrs.
Submission of online Technical Bid & Commercial BID	As prescribed in Bank's online tender portal https://jkbank.abcpocure.com/
Tender Processing Fee (Non-Refundable)	Rs.500/- (Rupees Five Hundred Only) to be deposited through Transfer / NEFT to the below detailed A/c: 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 UTR Number / Tran No. & Date may be uploaded as proof on e-Tendering Portal
Earnest Money Deposit (EMD) (Refundable)	₹ 7,700/- (INR Seven Thousand Seven Hundred only) Account Name: Earnest Money Deposit (EMD) 16-digit Account No :9931070690000001 IFSC Code:JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K – 190001 UTR Number & Date / Tran No. & Date may be uploaded on e-Tendering Portal as Proof of the EMD (EMD is exempted for all Start-ups as recognized by DPIIT/DIPP)
Performance Guarantee	The Successful Bidder immediately after award of work order/PO has to submit the Performance Guarantee/ Bank Guarantee (Annexure VIII) in favour of Assistant General Manager (BSD, CHQ) for an amount of 5% of total estimated cost of the RFP (including EMD amount).
Eligibility & Technical Criteria	As per tender Document

CORRIGENDUM	All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com										
For e-Tender related Queries	<p><u>Service Provider:</u> M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat</p> <p><u>Help Desk:</u></p> <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>Ijlalaeahmad Pathan -</td></tr> <tr> <td>4</td><td>Imran Sodagar - 9328931942</td></tr> </table>	Sr. No	Name	1	Sandhya Vekariya - 6352631968	2	Suraj Gupta - 6352632310	3	Ijlalaeahmad Pathan -	4	Imran Sodagar - 9328931942
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1. Scope of work and Terms and conditions of the Comprehensive Annual Maintenance Contract.

Offices/Guest Houses (places) where the Air Conditioners under proposed CAMC are to be covered is given in **Annexure G.**

1. The Annual Maintenance Contract will be of comprehensive in nature and for a period of **Two year**. Bank, at its discretion may extend the term further for a period of one year at same rates, terms and conditions.
2. The exact number of Air Conditioners, Type, and Capacity shall be provided/ subsequent to award of contract.
3. If any additional number of air-conditioners are added during period of AMC in the offices/ business units/ATMs/etc. (places covered in RFP), then after completion of warranty period of such additionally installed air conditioners, the additionally installed air conditioners are to be maintained by the bidder till the expiry period of AMC according to the same unit rate, terms and conditions of the contract.
4. Comprehensive Annual Maintenance Charges (rate per tonnage including chemical wash ,oiling, electrical equipment ,general services, replacement/repair /Reconditioning of Compressor, Fan motor, Remote of Split/Window AC including PCB, Compressor oil, Flushing Vacuum of AC, gas charging, wiring kit, condenser coil and also repair/replacement of all parts required for proper functioning of Air Conditioners . No extra payment will be made on account of physical damage caused by mal-activity or rat.)
5. This comprehensive contract includes replacement of faulty spares like Compressors, Starting Capacitors, Running Capacitors, Relays, Thermostats, Fan Capacitors, Fan Motors, Selector switches, Power Contactors, Control Contactors, External Time Switch Units provided for specific time running of A.C's, Rewinding of motors, providing Ball bearing of motors, Fan blades, Electronic Control Circuitry, etc. at Bidder's cost including Gas charging and attending all complaints and breakdowns of all types of air- conditioners. The complete list of materials to be replaced covered under this AMC is provided in **Annexure D of this RFP.**
6. Only original spare parts (supported by invoices)/ parts of equivalent make approved by an officer of the concerned Business unit/Office/Site will be permitted to be used for the maintenance during the AMC Period. The cost of the spares/parts replaced shall be borne by the bidder and bank shall have no liability for the same.
7. All spares parts and materials shall be genuine and should be of same/Better make and type as already **installed in the Units**. For providing prompt service for smooth running of Window/Split Units, minimum quantity of spares and materials for routine maintenance may be kept at site or workshop to minimize time of maintenance.
8. Periodical preventive servicing has to be carried out once every month for all the Air conditioners covered under AMC. During the quarterly servicing, the service provider should water service the AC unit including water washing of filter, drain tray and pipe cleaning, Evaporator brush cleaning, oiling/greasing

of all Fans, checking of current consumption, checking of output performance, testing of Gas/refrigerant pressure if necessary, water washing of Condenser Coil, etc.

9. Complaints regarding the non-functioning of air-conditioners are to be attended within one day from time of reporting the complaint.

10. Defective compressors / condensers are to be replaced with new compressors / condensers and repairing of the old compressors is not permitted. Whenever new compressors / condensers are used, the Bidder has to produce original invoice and Warranty Card of the new Compressor/ condenser at the discretion of the Bank. The compressor/ condenser being replaced should match with the original star rating of the air conditioner.

11. All the Air-conditioners covered in this contract have to be maintained as per the standards of the original manufacturing company. The Bidder has to repair/service/ maintain the air conditioners under the AMC in “as is where condition” when handed over to them.

12. Following registers are to be maintained by successful bidder: a. Complaint Register: All complaints received with respect to air conditioners under AMC are to be recorded with time and date of receipt and as and when complaints are addressed should be maintained. b. Spare Parts Register: All the spares are to be recorded in the register. Spares taken outside the premises also to be recorded with serial number of spare and in and out date and time.

13. Bank reserves the right to forfeit the EMD of the Bidder and may blacklist, if found violating the terms and conditions of this RFP Document and vitiating the whole exercise.

2. Compliance to Eligibility Criteria/ Prequalification

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

The decision of the Bank would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason what so ever.

3. General Conditions & Instructions to Bidders

1. The bid document is available online on the website <https://jkbank.abcprocure.com>. The bid document can be downloaded free of cost, however, the bidder is required to submit scanned copy of receipt of NEFT towards cost of document in favor of the name given in the RFP. The bidder would be required to register in the web site, which is free of cost. For submission of bids, the bidder is required to have valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA).

2. Before the deadline for submission of bids, the J&K Bank, hereinafter mentioned as the “Bank,” may modify the bidding documents by issuing online corrigendum/update/amendment. The corrigendum/update/amendment will appear on the web page of the website

<https://jkbank.abcprocure.com>.

3. By submitting the application and agreeing to the terms and conditions specified in the RFP, the bidder shall be deemed to have full knowledge of the proposed scope of work and no extra charges consequent to and arising out of any misunderstanding/misinterpretation or otherwise shall be allowed by the J&K Bank. Submission of application/RFP by bidder implies that he has read all documents relating to this RFP and has made himself fully aware of the scope and specifications of the work to be undertaken and also the terms and conditions and other factors having a bearing on the execution of the work.

4. Request for Proposal (RFP) Process

1. The Bid in response to this RFP must be uploaded in two separate parts. i. Technical bid including Confirmation of eligibility criteria and ii. Commercial Bid
2. Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be uploaded. Receipt of the bids shall be closed as mentioned in the bid schedule. Bid received after the scheduled closing time will not be accepted by the Bank under any circumstances.
3. The commercial Bids of only those Bidders who qualify the pre-qualification laid by the Bank shall be considered.
4. J & K Bank reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.
5. On the basis of submitted commercial offers and subsequent e-reverse auction, J&K Bank will enter into contract with the selected bidder. Rates fixed at the time of contract execution will be non-negotiable for the contract period and no revision will be permitted. This includes changes in taxes or similar government decisions.
6. The contract will be awarded for a period of 02 year from date of signing the contract. It may be further renewed if both parties wish to continue on the same rates and terms of service.
7. If the service provided by the Bidder is found to be unsatisfactory or if at any time it is found that the information provided by the Bidder is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the Bidder. Bank's decision in this regard will be final.

5. Submission of Bids

A) Part I (Technical Bid)

This shall be named as Technical Bid and shall comprise of:-

- a) Forms of bid (Part I and Part II as per format given under Annexure III (to be uploaded online).
- b) Scanned copy of the receipt of NEFT for the cost of the RFP document.
- c) Scanned copy of the receipt of NEFT for the EMD as prescribed in the form.
- d) Authorized address and contact details of the Bidder having the following information:-
 - I. Telephone No. (s):
 - II. Office: Mobile No.:
 - III. Facsimile (FAX) No.:
 - IV. Electronic Mail Identification (E-mail ID):
- e) Prequalification documents with the scanned copy of allotment letters, performance/ completion Certificates, Relevant TDS certificates and Undertaking as specified/required.
- f) Undertaking that the bid shall remain valid for the period specified.
- g) Any other information/documents required to be completed and submitted by bidders, as specified.
- h) Scanned copy of the affidavit affirming that information furnished in the bidding document is correct to the best of knowledge and belief of the bidder (as per Annexure II).

- i) Annexure I
- j) Annexure VI

B) Part II (Commercial- Bid)

As per Annexure E the Bidders who qualify the Eligibility/pre-qualification Criteria will be qualified for commercial bid evaluation. The successful Bidder will be determined based on the Lowest Commercial Quote after reverse auction as per stated Commercial Evaluation process.

The contents of the Technical Bid and Commercial bid shall be as specified. All the documents are required to be signed by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

6. Submission of Original Documents:

The lowest bidder (L1) is required to submit

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

The EMD made by the bidder will be forfeited if:

- i. If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time.
- ii. If bidder withdraws/revokes their offer or modifies/changes the same during the validity of the Bid.
- iii. In case of successful Bidder, if the Bidder fails to sign the service Level Agreement and /or any other document as may be required by the Bank within the specified date.
- iv. Failure to submit the Performance Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instance, Bank at its discretion may cancel the notification of award to the selected bidder without giving any notice.
- v. If the bidder does not accept the correction of his bid price during evaluation.

7. Deadline for Submission of Bids:

Complete Bids in two parts must be uploaded by the Bidder online not later than the date and time indicated in the Appendix/opening pages.

To give bidders reasonable time in which to take an addendum into account in preparing their bids, the Bank shall extend, as necessary, the deadline for submission of bids. The Bank may extend the deadline for submission of bids by issuing an amendment/update/corrigendum. In such case, all rights and obligations of the Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.

8. Bid Opening and Evaluation

The J&K Bank will open the RFP bids online and this could be viewed by the bidders online. The bidder is expected to carefully examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the RFP document in every respect will be at the

bidder's risk and may result in rejection of the bid. No rows or columns of the RFP should be left blank. Offers with insufficient information are liable to rejection. The bid should contain no interlineations, erasures or over- writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections. In addition, the bid in the online mode shall be uploaded by the bidder at specified Bank's e-Tendering portal.

9. Evaluation of Technical Bid

The file containing the Part-I (Technical bid) of the bid will be opened first. The evaluation of the technical bids will take into account the following factors and based on such evaluation the technically qualified bidders will be short-listed for commercial opening:

- i. Confirmation to pre-qualification/Eligibility criteria as per **Annexure C** (Compliance to Eligibility Criteria).
- ii. Compliance of terms and conditions stipulated in the RFP document duly supported by certified documentary evidence called for therein.
- iii. Submission of duly signed compliance statement as stipulated in annexures and any write-up/brochures mentioning their infrastructure facilities.
- iv. Review of written replies submitted for the clarifications sought by the Bank, if any.

In all cases, the amount of EMD, cost of bid documents, and the validity of the bid shall be scrutinized. The Bank shall inform the bidders, who have qualified during evaluation of Part I of bids, of the date & time of online opening of Part II of the bid, if the specified date of opening of commercial/financial bid is changed. In the event of the specified date being declared a holiday for the J&K Bank, the bids will be opened at the appointed time and location on the next working day.

10. Evaluation of Commercial Bid

Part II of bids of only those bidders will be opened online, who have qualified in Part I of the bid. The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Bank may consider appropriate will be notified online by the Bank at the time of bid opening. The successful Bidder will be determined based on the Lowest Commercial Quote after reverse auction.

- i. Commercial bids of only technically qualified short listed bidders will be opened and evaluated.
- ii. Bank's evaluation of the Indicative commercial bids will take into account the status of compliance of terms and conditions.
- iii. The offer should remain valid for a period of at least 180 days from the date of the RFP opening.
- iv. The Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP.

Post opening of the commercial bids, the Bank shall be entitled to complete the entire procurement process through a single **Electronic Reverse Auction or in multiple Electronic Reverse Auctions**. The Bank shall however, be entitled to cancel the Reverse Auction process, if in its view procurement or Reverse Auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

The Bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

11. Amendment of RFP Document

- a) At any time prior to the deadline for submission of bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the Bidding document by

issuing amendment/update/corrigendum.

- b) Amendment/Update/corrigendum, if any will be notified through Bank's e-Tendering portal and will be binding on all bidders. No separate intimation will be given in this regard.
- c) In order to provide the Bidders with reasonable time to take into account any amendment/update, the Bank may, at its discretion, extend the deadline for submission of bids. In such case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- d) Erasures or alterations after submission of bids will not be permitted and such requests will not be entertained by the bank.

12. Award of Contract

The Bank shall award the contract to the Bidder whose Bid has been determined to be substantially responsive to the RFP document and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be

- i. Eligible in accordance with the provisions, and
- ii. Qualified in accordance with the provisions

J&K Bank reserves the right to accept or reject any Bid, and to cancel the RFP/bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.

13. Splitting of Contracts/Parallel Contracts

If need may be felt by the Bank, the work may be distributed among the shortlisted bidders if required, keeping in view their performance, relative strengths, geographical feasibility and operational convenience. Hence, more than one Bidder may be nominated for providing Annual Maintenance Contract of Air Conditioners (Window, Split, and Cassette type) installed at various Offices at Corporate Headquarters and allied Offices/Guest Houses as per **Annexure G**. Therefore, the lowest quoting bidder shall not have sole claim over the entire order. The L1-rate bidder will get at least 50% of the work contract and the remaining work orders may be given to L2 @30% and/or L3 @20 % of the work, provided they accept the L1 rates. In case L2 and L3 Bidder cannot match the L1 Price, offer will be made to L4 Bidder and so on. In case L2 Bidder matches the L1 price, order will be split in the ratio of 60 percent to 40 percent. Furthermore, if no bidder matches L1 Price, 100 percent of the orders will be awarded to L1 Bidder. Bank's decision in this regard will be final.

14. Call Coordinator

- i. There should be single person of contact for our offices to inform down calls and lodge complaints. This person may not be exclusively provided for our bank, but should be a staff of the firm/company and should be reachable over phone and email provided by the company. This person will be known as "Call coordinator" throughout this document.
- ii. Call coordinator shall lodge down-calls as informed by bank. They need to coordinate with their field team to rectify the complaints, failure of which will attract penalties as mentioned in this RFP.
- iii. Call coordinator shall maintain details of all open/closed cases and produce the status as and when required by bank. They should make sure that any pending down calls is closed only after the required maintenance activities are fully completed.
- iv. An escalation matrix for lodging the breakdown calls has to be provided by the successful vendor before the award of PO.

15. Payment Terms

AMC Charges will be paid by the bank at end of every quarter of the AMC period as per the actuals. The actual number of air conditioners for which service has been rendered will be considered for making payment for the quarter post completion of the quarter. The quarterly bill must be enclosed with service reports endorsed by end user department for all air conditioners which have been covered under AMC during the quarter. Bills without service reports will be deemed incomplete submission and payments will be made only on submission of all service reports. However, no interest is liable to be paid by the Bank in case of delays if any in payment.

16. Instruction to Bidders on Submission of Response

- a) Bidder is expected to examine all instructions, forms, terms and conditions, technical specifications in the document. Failure to furnish all information required, application containing false information or submission of a bid not substantially responsive to the instructions in every respect may result in rejection of such bid.
- b) The bidder shall bear all costs associated with preparation and submission of its bid. Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the RFP process.
- c) The Bidder can inspect the business units/office/sites located in Srinagar (**Annexure G**) at his own expenses before bidding.
- d) Bank reserves the right to reject an offer under any of the following circumstances:
 - i. Offer is incomplete and/or not accompanied by all stipulated documents.
 - ii. Offer is not in conformity with terms and conditions said in the RFP document.
 - iii. Commercial Offer format differs from the format provided.
 - iv. If any term and condition in the RFP document is violated.
 - v. If it is found that any information provided in the offer is bogus.

Not limited to the reasons stated above, right of acceptance or rejection of applications/RFPs will be reserved exclusively by Jammu and Kashmir Bank.

17. Signing of Contract

The Bidder awarded with the AMC work will have to execute an agreement with the bank for Comprehensive AMC for Air Conditioners installed at various Offices at Corporate Headquarters and allied Offices/Guest Houses at the approved/finalized RFP rates and it shall be signed by authorized signatories of both parties on a stamp paper of requisite value. Bidder has to execute the contract at their own cost.

Format of AMC agreement is enclosed downside with the RFP document. The terms and conditions of the AMC agreement will be decided by the bank and no deviations will be permitted. Bidders need to strictly adhere to Service Level Agreements and Services delivered by Bidder should have to comply with the SLA.

18. Bank's Right to Accept or Reject Any Bid or All Bids

The Bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract. Bank will have no liability towards the bidder or bidders affected as such or any obligation to inform the affected bidder or bidders about the ground for its actions.

19. Result Notification

The bidders shall be communicated of any decision made with respect to their RFP response as soon as practical. Bank will not be obliged to provide reasons for acceptance/ rejection of any response. The name of the successful bidder to whom the contract is awarded shall be displayed on the Bank's corporate website at <https://www.jkbank.com>.

20. Undertaking by Bidder

The successful bidder must give an undertaking that components to be used for parts replacement will be original and not refurbished. This must be submitted along with the Invoices. The Bidder shall, at its own expense, defend and indemnify the Bank against all third party claims for infringement of patent, trademark, design or copyright arising from use of proposed product/products or any part thereof.

Annexure -A

SERVICE LEVEL AGREEMENT

Service Level Agreement for Annual Maintenance Contract of Air Conditioners (**Window, Cassette, Split ACs**) of various types and Tonnage installed at various Offices at Corporate Headquarters and allied Offices/Guest Houses in Srinagar on comprehensive Basis.

This Agreement is executed at on this.....day of.....2025 (hereinafter referred to as the effective date) by and between "The Jammu and Kashmir Bank Ltd", a Banking company **incorporated under the Jammu and Kashmir Companies Act, 1977(SVT)** having its registered /head office at Corporate Headquarters, M. A. Road, Srinagar Jammu and Kashmir 190001 (Hereinafter referred to as the Bank, which term or expression shall unless excluded by or repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) of the First Part.

AND

M/s.....(company/ firm/ sole proprietor) and having its registered Office at..... (Hereinafter for the sake of brevity referred to as "the Service Provider", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assigns) of the SECOND PART. The Service Provider and The Bank are hereinafter collectively referred to as "Parties" and individually as "party".

Whereas, the Service Provider has emerged as successful bidder pursuant to the e-RFP reference no.dated.....for Annual Maintenance Contract of Air Conditioners (**Window, Split type**) of various types and Tonnage installed at various Offices at Corporate Headquarters and allied Offices/Guest Houses on comprehensive Basis.

Whereas, the Bank has awarded the Contract vide letter No..... date.....to the Service Provider for a period of **Two year** and the parties herein agreed to reproduce in writing the terms and conditions governing Annual Maintenance Contract of Air Conditioners (**Window, Split type AC**) of various types and Tonnage installed at various Offices at Corporate Headquarters and allied Offices/Guest Houses in Srinagar on comprehensive Basis in the form of a legally expressible documents herein referred to as Agreement".

NOW, THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS

1. Duration of SLA

This Agreement shall commence from the effective date and thereafter shall be in force for a period of **Two year**, unless terminated in accordance with the provisions of the Agreement. However, the parties can extend the term of the Agreement by mutual consent in accordance with the terms and conditions agreed thereupon".

2. Scope of Work

- a. The agreement entered into between the parties shall be valid for Annual Maintenance Contract

of Air Conditioners (**Window, Split type**) of various types, makes and Tonnage installed at various Offices at Corporate Headquarters and allied Offices/Guest Houses (as per details of the sites provided) on comprehensive Basis.

- b. Comprehensive Annual Maintenance Charges **includes** (rate per tonnage of AC including stabilizer chemical wash, oiling, electrical equipment, general services, replacement/repair /Reconditioning of Compressor, Fan motor, Remote of Split/Window AC including PCB, Compressor oil, Flushing Vacuum of AC, gas charging, spray painting, wiring kit, condenser and also repair/replacement of all parts required for proper functioning as well as charges for installation, fixing, plug, switch).
- c. The “Service Provider” shall carry out on-site Annual Maintenance Contract of Air Conditioners/conditioning units. The Annual Maintenance Contract consists replacement of all spares, periodical monthly servicing, break down servicing etc. The spare parts replacement required shall be done with a part of same make or with better specifications, configuration and features compatible with the system.
- d. The Service Provider will maintain inventory of consumables & general spares/items which are required for day to day smooth operation of the system and will maintain a maintenance register during each visit mentioning what kind of job has been done during that visit. A maintenance report will be provided to the bank. No extra charges will be charged to the Bank for tools & tackles, manpower, transportation etc.
- e. Air-conditioners which are under warranty period/existing AMC presently will not come under the purview of this Contract immediately. When the Warranty period/existing AMC tenure of these units will expire, then these units shall be maintained by the Service Provider till the expiry period of AMC. Additional AMC Charges will be paid on the pro-rata basis for the period for which these units are to be maintained at the same unit rate as applicable to similar item in the original AMC and on the same terms and conditions of the AMC.
- f. If any additional number of air-conditioners are added during period of AMC in the offices/Business units/ATMs/Flats/etc. covered in RFP document, then after completion of warranty period of additionally installed air conditioners, the additionally installed air conditioners shall also be maintained by the Service Provider till the expiry period of AMC of the Service Provider according to the same terms and conditions of the Contract.
- g. Delay on account of non-availability of materials and/or labour in the market shall not be entertained by the Bank.
- h. Nothing extra shall be paid for screws, washers, gaskets; nut bolts glands, grease, toggle switches, thimbles, wires, indicating lamp, float valve & water push tapes etc.
- i. Agency shall make their own arrangements for all the tools, ladders and plants required at sites for the work to be carried out.

1. Preventive Maintenance

- a. The Service Provider hereby undertakes to provide Annual Maintenance Contract for Air conditioners consisting replacement of all spares, periodical servicing, break down servicing etc.
- b. Periodical preventive servicing has to be carried out once every **quarter** for all the Air conditioners

covered under AMC. During the quarterly servicing, the Service Provider shall water service the AC unit (indoor & outdoor unit) with water jet pump including water washing of filter, drain tray and pipe cleaning, Evaporator brush cleaning, oiling/greasing of all Fans, checking of current consumption, checking of output performance, testing of Gas/refrigerant pressure if necessary, water washing of Condenser Coil, etc.

- c. The rates quoted include all liabilities such as supervision, wages, overtime, leave, bonus, increment, retrenchment compensation, insurance and all other statutory payments, including providing of tools and tackles etc. All expenses will be within the scope of the service provider and no extra payment whatsoever will be made by the bank.
- d. This comprehensive Contract includes replacement of faulty spares like Compressors, Starting Capacitors, Running Capacitors, Relays, Thermostats, Fan Capacitors, Fan Motors, Selector switches, Power Contactors, Control Contactors, External Time Switch Units provided for specific time running of A.C's, Rewinding of motors, providing Ball bearing of motors, Fan blades, Electronic Control Circuitry, etc. at Service Provider's cost including Gas charging and attending all complaints and breakdowns of all types of air-conditioners. The complete list of materials to be replaced covered under this AMC is given in the table below:

Sl.No	Items
1	Compressors
2	Starting Capacitors
3	Running Capacitors
4	Relays, Thermostats, PCB
5	Fan Capacitors
6	Fan Motors
7	Selector switches
8	Contactors (Power / Control)
9	Gas charging
10	Rewinding of motors
11	Ball bearings of motors
12	Fan blades
13	Electronic Control Circuitries
14	Micro Swing Motors
15	Built - in Timer kit
16	Air-Filters
17	External Electronic / Analog time switches provided for timed running of A.C's
18	Outdoor unit mounting frames
19	Condenser Coils/Copper Tubes of indoor/outdoor units
20	Parts of indoor / Outdoor unit enclosures
21	Cabling from indoor to outdoor
22	Existing copper piping from indoor to outdoor
23	Drain Pipes

Note: The scope of the contract include replacement / repairs of any spares other than those indicated above for the smooth running of the AC equipment's. No extra cost will be paid

- e. Only original spare parts/quality approved by the Bank will be permitted to be used for the maintenance during the AMC Period.

- f. Any part not covered in the RFP Schedule of this Contract if gets damaged and requires replacement during the tenure of this Contract, then, Bank will purchase (either directly from Service Provider or outside vendor) and supply the part to the Service Provider. It will be the responsibility of the Service Provider to accurately specify the damaged spare parts for the procurement by the Bank and to rectify the fault in ACs under maintenance.

2. Call Coordinator

- a. There shall be a single person of contact from the service provider for receiving down calls and complaints. This person shall be reachable over phone and email provided by the Service Provider. This person will be known as “Call coordinator” throughout this document.
- b. Call coordinator shall lodge down-calls as informed by bank and coordinate with their field team to rectify the complaints, failure of which will attract penalties as mentioned in this RFP.
- c. Call coordinator shall maintain details of all open/closed cases and produce the status as and when required by bank. He/They should make sure that any pending down call is closed only after the required maintenance activities are fully completed.
- d. An escalation matrix for lodging the breakdown calls has to be provided by the successful vendor before the award of PO.

3. Hours of service

- a. Complaints regarding the non-functioning of air-conditioners are to be attended within one day from time of reporting the complaint. The AMC Service Provider is entitled to take back the old faulty/damaged parts of the Air-conditioner, which are replaced by new parts.
- b. Defective spares compressors / condensers are to be replaced with new compressors / condensers and repairing of the old compressors is not permitted. Whenever new compressors / condensers are used, the Service Provider has to produce original invoice and Warranty Card of the new Compressor/ condenser at the discretion of the Bank. The compressor/ condenser being replaced shall match the original star rating of the air conditioner.
- c. All the Air-conditioners covered in this contract shall be maintained as per the standards of the original manufacturing company. The Service Provider has to repair/service/ maintain the air conditioners under the AMC in **as is where condition is**.
- d. Bank” shall provide full and free access to the Air Conditioning units to the authorized personnel of “Service Provider” during working hours. In case the “Service Provider’s” personal require access for any breakdown call after working hours, the Service Provider shall make a request on phone or by any other means for such access to the concerned person at the site.

4. Payment Terms:

AMC Charges will be paid by the bank at end of every quarter of the AMC period as per the actuals. The actual number of air conditioners for which service has been rendered will be considered for making payment for the quarter post completion of the quarter. The quarterly bill must be enclosed with satisfactory service reports endorsed by end user department for all air conditioners which have been covered under AMC during the quarter. Bills without service reports will be deemed incomplete submission and payments will be made only on submission of all

service reports. However, no interest is liable to be paid by the Bank in case of delays if any in payment.

7. Breakdown Calls

All breakdown calls made should be attended by the firm **as and when** required and the defects should be rectified as early as possible to ensure smooth running of the air conditioning system.

8. Restoration of Equipment's

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

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

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

- Breakdown due to major causes as explained above shall be rectified and the equipment resorted to normal operation within 24 hours of reporting, including of supply of spares wherever required for Business Units, however in case of ATMs the fault has to be rectified within 12 hours and in case of compressor replacement fault has to be rectified in 72 hours.
- Breakdown due to minor causes as explained above shall be rectified and the equipment resorted to normal operation within 12 hours of reporting, including supply of spares wherever required for Branch Units, however in case of ATMs the fault has to be rectified within 6 hours.

Note:

- Any service provider before taking over the AMC shall visit the branch/sites at his own cost & shall inform this office in writing about the preexisting faults/defects in the air conditioners, failure to do so it shall be deemed that all the ACs are in working condition and any fault thereafter shall have to be rectified by the new AMC vendor.
- In case of any discrepancy in quantity/rating of air conditioners, the bank shall have the right to change the allotment accordingly.
- Any delay beyond above mentioned time in rectifying the faults the equipment will be got repaired from the market and the actual cost of the same shall be recovered from the payable amount of AMC in addition to the penalties as mentioned in this agreement.
- In extreme cases, the action of forfeiture of security money/pending bill/blacklisting of the firm can be resorted at the discretion of the competent authority in case of failure by the service provider to rectify the complaints within the specified time.
- Any damage to the building or the any part of the equipment which might result during the operation shall be repaired by the service provider.
- Any damage resulting to the system on account of the negligence or mal-operation shall be made good by the service provider. Nothing extra will be paid for such work.

- G. The service provider shall arrange to render efficient service as outlined in this specification. However, in case the service provider fails to maintain the service to the satisfaction of the Engineer- in - charge of the department and any expenditure incurred therein for alternative arrangements by the Engineer-in-charge shall be recovered from the service provider.

9. Liquidated Damages

9.1 Timely schedule for maintenance of Air Conditioners is of essence, which should be scrupulously observed. All minor faults like replacement/ repair of parts shall be rectified within 12 hours at the location where the branch/office is located and major defects like compressor replacement, gas leak, condenser/evaporator repair/replacement, Fan replacement, PCB & timer replacement within 24 hours failing which penalty @ Rs. 200/- per day per machine will be imposed subject to maximum of four weeks. Thereafter, J&K Bank holds the options for Cancellation of the Agreement after forfeiture of the Security Deposit and Risk clause would be invoked.

9.2 The service personnel will visit the installation sites for preventive maintenance, checking of the air conditioners, at least once every quarter. If vendor fails to provide satisfactory wet service, a penalty of Rs. 100/ per service/per machine will be invoked and if the vendor fails to do overhauling, a penalty of Rs.300/- per machine will be invoked. Apart from the preventive maintenance visits, any breakdown calls emanating from the user in between, will also be attended too.

10. Termination

The Bank reserves its right to terminate the present maintenance contract/agreement at any time after giving due notice to the service provider without assigning any reason besides also invoking the performance Bank Guarantee in case of breach of any of the terms of this maintenance contract/Agreement by the service provider . The termination decision thus taken by the Bank shall be final and the said decision of the Bank cannot be called in question by the service provider and the service provider will also not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the service provider for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

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

“The Expiration or termination of this Agreement shall be without prejudice to the accrued rights and obligations of the parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or termination”.

The “Service Provider” will have to hand over the Air Conditioners in 100% working condition on the termination or end of the Contract. Any Breakdown call that has been reported before the termination of the Contract will have to be rectified by the “Service Provider” before handing over the systems to the BANK.

Unless otherwise provided herein, all notices or other communications under or in connection

with this agreement shall be given in writing may be sent by personal delivery or post or courier or facsimile addressed to facsimile number given below or email. Any such notice or other communication will be deemed to be effective 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, if sent by facsimile, when sent (on receipt of a confirmation of having been sent to the correct facsimile number) and if sent by mail (on receipt of a confirmation).

If to the Bank.....

If to the Service Provider.....

11. Force Majeure

The selected Service Provider shall not be liable for forfeiture of its performance security, liquidity damages, or termination for default, if any, to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, “Force majeure” means an event explicitly beyond the reasonable control of the Service Provider and not involving the service provider’s fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by the act of God, wars, insurrections, riots, earthquake and fire, revolutions, civil, floods, epidemics, declared general strikes in relevant industries, satellite failure, act of GOI, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party to the agreement shall not be liable to perform its obligations under the present contract so long as the delay and/or failure to perform its obligations under the contract is the result of an event of Force majeure. However, the parties to the present agreement needs to give notice of any such Force Majeure as soon as it occurs and it cannot be claimed ex- post facto.

Unless otherwise directed by the Bank in writing, the selected Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonably alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be prevented by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the bank and the Service provider may at its option terminate the contract without any financial repercussion on either side.

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

12. Performance Guarantee:

The service provider shall furnish the required performance guarantee **as per Annexure H.**

13. Arbitration and Jurisdiction

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 amicable 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. The sole Arbitrator shall be chosen by the

bank.

The Place of Arbitrations shall be Srinagar, Jammu & Kashmir and the language of the arbitration proceedings and that of the documents and communication 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 obligation under this Agreement, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration.

14. Indemnification

The Service Provider hereby agrees and undertakes to Indemnify the Bank and keep it indemnified against any loss, damages suffered and claims ,actions /suits brought against the Bank on account of any act or omission on part of the service provider , its agent, representative, employees and sub-Service Providers. The Service Provider hereby undertakes to defend and indemnify the Bank at its own expenses against all third party claims and extinguish same expeditiously.

In case Bank is required to pay compensation to a third party resulting from such infringement/act/omission, the Service Provider shall be fully responsible to pay such compensation along with all costs damages including the attorney fees and other expenses that a court may finally award. In the event Service Provider fails to fulfil its obligations under this clause within the notice period issued by Bank, the Bank shall be entitled to recover the amounts due it under this provision from invocation of the bank guarantee and any amounts payable to the vendor under this arrangement without prejudice to other rights and remedies available to Bank for recovery of the amount as per law.

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.

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

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. Witnesses Mentioned below:-

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

Agreed and signed on behalf of
M/S,

Name.....

Name.....

Designation.....

Designation.....

Place.....

Place.....

Date.....

Date.....

Witness (1)

Name.....

Designation.....

Place.....

Date.....

Witness (1)

Name.....

Designation.....

Place.....

Date.....

Witness (2)

Name.....

Designation.....

Place.....

Date.....

Witness (2)

Name.....

Designation.....

Place.....

Date.....

Annexure -B

COVERING LETTER FORMAT:

Offer Reference No.: _____

To:

Deputy General Manager
Business Support Division

TENDER REFERENCE NO: -

Having examined the tender document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer Comprehensive AMC for mentioned Air Conditioning Units etc. in conformity with the said tender in accordance with the Schedule of Prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to offer the solution from the date of Purchase Order

We agree to abide by this offer till ____ by the Bank and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

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

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Dated this _____ day of _____ 2025

Signature: _____

(In the Capacity of :) _____
Duly authorized to sign the offer for and on behalf of

Name:
Contact
No: Email id

Annexure C:

Compliance to Eligibility Criteria/ Prequalification for Comprehensive AMC of Window/Split/Cassette Air Conditioning Units installed at various Offices at Corporate Headquarters and allied Offices/Guest Houses

S.No	PARTICULARS	
1	Name of the Firm / Service provider	
2.	Complete Address with Contact No. & Email-ID	
3	Year of Establishment	
4	Registration as Service provider/Firm/Individual with proof.	
5	Active GST Registration No. with Proof	
6	<p>a) Experience of having successfully completed similar/alike works (comprehensive AMC of ACs) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-</p> <p>One work of Rs. 3.07 lacs (80% of estimated cost) or Two works of Rs. 1.92 lacs each (50% of estimated cost) or Three works of Rs. 1.53 lacs each (40% of estimated cost)</p> <p>b) The bidder must have an average turnover of minimum Rs.1.15 Lacs (30% of estimated cost) during last 3 financial year(s) ending 31st March of the previous year. The bidder should be profitable organization for at least 2 out of last 3 financial years. Authenticated by the balance sheet duly certified by CA for the similar work.</p> <p>c) Allotment letter. d) Performance letter. e) Relevant TDS certificate</p>	
7	Capacity to submit immediately after award of work order/PO the Performance Guarantee/Bank Guarantee in favour of AGM (BSD), J&K Bank Corporate Headquarters for an amount of 5% of total estimated cost of the RFP (including EMD amount).Self Declaration	

8	Failed to complete any work.	
9	Penalty imposed (if any)	
10.	List of Technical Staff	
11.	Bank's Solvency Certificate for Rs.1.55 lacs	
12.	Balance Sheet of the firm	

Annexure -D

LIST OF PARTS COVERED UNDER THIS CONTRACT

Sl.No	Items
1	Compressors
2	Starting Capacitors
3	Running Capacitors
4	Relays, Thermostats, PCB
5	Fan Capacitors
6	Fan Motors
7	Selector switches
8	Contactors (Power / Control)
9	Gas charging
10	Rewinding of motors
11	Ball bearings of motors
12	Fan blades
13	Electronic Control Circuitries
14	Micro Swing Motors
15	Built - in Timer kit
16	Air-Filters
17	External Electronic / Analog time switches provided for timed running of A.C's
18	Outdoor unit mounting frames
19	Condenser Coils/Copper Tubes of indoor/outdoor units
20	Parts of indoor / Outdoor unit enclosures
21	Cabling from indoor to outdoor
22	Existing copper piping from indoor to outdoor
23	Drain Pipes

Note: The scope of the contract include replacement / repairs of any spares other than those indicated above for the smooth running of the AC equipment's. No extra cost will be paid

Annexure E:

Price Bid Form

A) PRICE BID FORM for Comprehensive Type AMC of Window/Split/Cassette ACs

S.No	Specifications	Unit	Quantity tentative	Rate	Amount
1	Nominal Capacity Window/Split /Cassette Air Conditioner (1.0 Tr, 1.5 Tr, 2.0 Tr) (Note: Rate per Tonnage shall include either split, Cassette or window AC ranging from 1.0Tr To 3.0Tr.) Rate of Window/Split/Cassette ACs in terms of per Tonnage (Including of all taxes etc.)	Tonnage	239.50		

Note: 1) Rates quoted to be inclusive of GST.

Seal & Signature of Tenderer

Annexure F:

TURNOVER DETAILS

(To Be Enclosed With Technical Bid)

As per the RFP eligibility criteria, the bidder must have minimum Average Annual Turnover of ₹1.15 lakhs for last three Financial Years ending on 31-03-2025.

S No.	Financial Year	Turnover (₹ in Lakhs)
1	2021-22	
2	2022-23	
3	2023-24	

Proof of the above Turnover details should be furnished in the form of Audited Annual Accounts of the Bidder.

Signature of the Bidder:

Full Name:

Designation:

Date:

Seal:

Annexure G:

List of Sites with Window/Split/Cassette (Hot & Cold) Air Conditioners in Srinagar to be covered under this Comprehensive AMC.

S. No	Name of the Office/Guest House	Tonnage	Number	Total Tonnage
1.	Corporate Headquarters, M.A Road Srinagar	1.5/ 2.0	42	85.5
2.	Data Centre Service Operations Poloview	1.5/2.0	4	6
3.	CPC Nawai Subah, Rajbagh	1.5/2.0	21	38.5
4.	STC, Gogji Bagh	1.5/2.0	19	32
5.	Contact Centre Rajbagh	1.5/2.0	16	29.5
6.	Jawahar Nagar Guest House (Old)	1.5/2.0	7	11.5
7.	Jawahar Nagar Guest House (New)	1.5/2.0	7	11
8.	Zeethyar Guest House	1.5/2.0	15	25.50

Note: If any additional number of air-conditioners are added during period of AMC in the offices/ business units/ATMs/etc. (sites covered in RFP), then after completion of warranty period of such additionally installed air conditioners, the additionally installed air conditioners are to be maintained by the bidder till the expiry period of AMC according to the same unit rate, terms and conditions of the contract.

Annexure H:

Performa for the Bank Guarantee for Performance Guarantee
(To be stamped in accordance with stamp act)

Bank Guarantee No:.....
Bank Guarantee Amount.....
Date of Issuance:.....
Bank:.....

WHEREAS _____ (Service Provider's Name) registered under _____ and having its Registered Office at _____, hereinafter referred to as the 'SERVICE PROVIDER' has undertaken Annual Maintenance Contract of Air Conditioners (Window, Split, Cassette & packaged type) of various types and Tonnage installed at various Offices at Corporate Headquarters and allied Offices/Guest Houses as per Purchase Order/ empanelment letter of J&K Bank bearing ref. No. _____ dated _____, hereinafter referred to as the 'CONTRACT'.

AND WHEREAS in terms of the Conditions stipulated in the said Contract and RFP for which Service Provider had applied, the Service Provider is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favor to secure due and satisfactory compliance of the obligations of the SERVICE PROVIDER in accordance with the Contract ;

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

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

guarantee.

4. We further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Service Provider or for any forbearance, act or omission on our part or any indulgence by you to the said Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Service Provider.
6. We further agree and undertake unconditionally to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the SERVICE PROVIDER.
7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent. NOTWITHSTANDING anything contained herein above;
 - (a) This Bank guarantee shall be valid upto _____ and our liability under this Bank guarantee shall in no case exceed Rs _____Rupees _____only) and any claim under this Bank Guarantee must be made on us by or before_____.
 - (b) 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.
 - (c) The Bank shall be discharged of all liabilities and obligations under this Bank Guarantee and all your rights hereunder shall stand extinguished:
 - (i) If no legal proceedings for enforcement of this Bank Guarantee are initiated within one year from the date of rejection of written claim/demand lodged with us within said claim period provided under this Bank Guarantee;
 - (ii) From the date of expiry of the said claim period mentioned hereinabove in case of non-invocation of this Bank Guarantee by you during the said claim period, and all your rights under this Bank Guarantee shall be extinguished notwithstanding that the original Bank Guarantee bond may not have been returned by you to the Bank.
8. This Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by GUARANTOR Bank, Branch (Issuing Bank) on Bank (Advising Bank) through Structured Financial Messaging System (SFMS) and authenticated by the advising Bank.

Dated the ----- day of -----2025

For ----- BANK

Authorized Signatory