



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

**For**

**Empanelment of Vendor(s) for Supply, Installation, Commissioning and maintenance of Note Counting Machines of Desktop as well as Floor Type for use at Various Branches / Currency Chests within Jammu & Kathua Zone**

**e-NIT Ref.No.JKB/E&ED/Empanelment-NCM-ZOJ-Kathua/2025-1398  
Dated: 16-05-2025**

Issued by:  
J&K Bank Ltd.  
General & Estates Department  
Zonal Office Jammu  
Rail Head Complex Jammu Tawi-180015  
Email: [genjmu@jkbmail.com](mailto:genjmu@jkbmail.com)



## **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.



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e-RFP Reference Number:	JKB/E&ED/Empanelment-NCM-ZOJ-Kathua/2025-1398 Dated : 16-05-2025
Department Name	General and Estates Department, Zonal office, Jammu,
Scope of Work	Supply & Maintenance of Note Counting Machines Floor Type and Desk Type to various Branches of the Bank falling under Jammu & Kathua Zone.
RFP Details	Empanelment of Vendor(s) for Supply, Installation, Commissioning and maintenance of Note Counting Machines Floor type/Desktop type for use at Various Branches of the Bank falling in Jammu & Kathua Zone
Mode of Tender Submission	Online
Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	J&K Bank General and Estates Dept. Zonal office Jammu L.L.No. XXXXXXXXXXXX Ext 0310 POC: Mobile No.7006297268
Tender Type	Open
Type of Contract	Supply & Service
Bidding Type	Indigenous
Base Currency	INR (₹)
Consortium	Consortium Bids are not allowed.
Bid Document Availability including changes/amendments, if any to be issued	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
	May 17, 2025, 16.00 Hrs. to
	June 09 , 2025, 17.00 Hrs.
Pre-bid Queries submission Date and 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 May 26 , 2025 17.00 Hrs.



Clarifications to pre-bid queries will be provided by the Bank.	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on <b>May 31 , 2025</b>										
Last date and time for Bid submission	<b>June 09 , 2025, 17.00 Hrs.</b>										
Address for submission of Bids	As prescribed in Bank's online tender portal <a href="https://jkbank.abcpocure.com">https://jkbank.abcpocure.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)	As per tender document										
Project Duration	As per tender document										
Details of Documents to be Submitted	<ul style="list-style-type: none"> <li>i. UTR No. Proof of Participation Fee</li> <li>ii. UTR No. / BG Proof of EMD</li> <li>iii. Technical Bid</li> <li>iv. Other documents supporting eligibility criteria etc. as per tender document.</li> </ul>										
<b>Tender Activity Configuration</b>											
Tender / Participation Fees(₹) to be deposited through NEFT	<p>₹500/-Rupees Five Hundred Only to be deposited through Transfer/NEFT only to below A/c.</p> <table border="1"> <tr> <td>Account Name</td><td>Tender Fee/ Cost Account</td></tr> <tr> <td>16-digit Account No</td><td>9931530300000001</td></tr> <tr> <td>IFSC CODE</td><td>JAKA0HRDCHQ (0 denotes Zero)</td></tr> <tr> <td>Bank</td><td>The J&amp;K Bank Ltd.</td></tr> <tr> <td>Branch</td><td>Corporate Headquarters M.A Road Srinagar J&amp;K-190001</td></tr> </table> <p>UTR Number/Tran No. &amp; Date may be uploaded as</p>	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 M.A Road Srinagar J&K-190001
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<p><b>EMD Amount (₹) through NEFT</b></p>	<p>A bid security of INR 39500/- (Rupees Thirty Nine Thousand Five Hundred Only).</p> <p>Note: EMDs can be submitted in the form of BGs (Payable to Zonal Head, J&amp;K Bank Zonal office Jammu.) (Annexure I) or to be deposited through Transfer/NEFT only to below A/c</p> <table border="1" data-bbox="724 457 1498 724"> <tr> <td>Account Name</td><td>Earnest Money Deposit EMD</td></tr> <tr> <td>16-digit Account No</td><td>9931070690000001</td></tr> <tr> <td>IFSC CODE</td><td>JAKA0HRDCHQ (0 denotes Zero)</td></tr> <tr> <td>Bank</td><td>The J&amp;K Bank Ltd.</td></tr> <tr> <td>Branch</td><td>Corporate Headquarters M.A Road Srinagar J&amp;K-190001</td></tr> </table> <p>UTR Number/Tran No. &amp; Date may be uploaded as proof on e-Tendering Portal</p> <p>EMD is exempted for all start-ups as recognised by DPIIT/DIPP and Micro and Small Enterprises(MSEs) subject to providing proof of document (Copy of MSME Registration Certificate).</p>	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 M.A Road Srinagar J&K-190001
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<p><b>For e-Tender related queries</b></p>	<p>M/s. E-procurement Technologies Limited</p> <p>( Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College,</p> <p>Ahmedabad- 380006, Gujarat</p> <p><u>Help Desk:</u></p> <table border="1" data-bbox="724 1276 1498 1621"> <tr> <th>Sr. No</th><th>Name</th></tr> <tr> <td>1</td><td>Sandhya Vekariya - 6352631968</td></tr> <tr> <td>2</td><td>Suraj Gupta - 6352632310</td></tr> <tr> <td>3</td><td>Ijlalaehmad Pathan - 6352631902</td></tr> <tr> <td>4</td><td>Imran Sodagar - 9328931942</td></tr> </table>	Sr. No	Name	1	Sandhya Vekariya - 6352631968	2	Suraj Gupta - 6352632310	3	Ijlalaehmad Pathan - 6352631902	4	Imran Sodagar - 9328931942
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**Opening of technical offers:**

Technical offers received by the Bank will be opened online on the date and time to be specified separately.

Technical Specifications, Terms and Conditions and various formats for submitting the Tender Offer are described in the tender document.

**Earnest Money Deposit (EMD) proofs must accompany the original Technical Offer as specified in this tender document. Offers received without EMD will be rejected.**

**NOTE**

1. Bank has the right to reject any or the entire prequalification document and will not be bound to give any reason for such decision.
2. Conditional tenders shall be out rightly rejected.
3. The rates quoted should be applicable to Branches/Currency chests of J&K Bank that are located Jammu & Kathua Zone.
4. The rates quoted should be inclusive of all taxes (including GST), levies, Octroi, Entry tax and freight up to the site & should be in INR only.



## 2. Introduction:

The Jammu and Kashmir Bank (J&K Bank), Corporate Headquartered at Srinagar, commenced its Business in 1939. J&K Bank functions as a universal Banking Jammu & Kashmir and as a specialized Bank in the rest of the country. Detailed information about J&K Bank is given on bank's website [www.jkbank.com](http://www.jkbank.com).

## 3. Nature of Supply:

This Request for proposal is a part of an All India tender for supply, installation, commissioning and maintenance of Note Counting Machines as per the specification given in Technical Specifications attached from the manufacturers / authorized dealers, who satisfy the Pre-Qualification Criteria of the following types of NCMs.

## 4. Technical Specifications/Minimum eligibility Criteria

In compliance with the instructions of the RBI, Bank intends to purchase floor type and desktop type currency counting machines.

The RFP is being floated for selection of vendors / brands of counting machines strictly adhering to the conditions laid down hereunder:

- I. The company should be an OEM or Authorized dealer or Suppliers or Firms who have minimum 3 years of experience in Business of Currency Note Counting Machines and have good track record of supplying such Note Counting Machines to Scheduled Commercial Banks, for the last 3 years (documentary evidence to be enclosed).
- II. The company should have supplied an aggregate of 50 Note Counting Machines (of Floor Type and Desktop Type) to Commercial Banks and documentary proof to this effect along with performance reports of machines should be provided.
- III. The RFP does not carry any contractual obligation for purchase of such machines and Contractual obligation shall arise only when formal orders are placed and a contract is signed by the duly authorized officer of the Bank and the Vendor.
- IV. The rates to be quotes should be inclusive of all taxes, freight, carriage, cooliage octroi, or any other taxes/charges and rates should be on F.O.R. basis on Pan India.
- V. The Bidder should be a registered firm/company having a minimum Annual turnover of **600000/- (Rupees Six Lac Only)** from the business of Note Counting Machines in each of the last three Financial years ending 31-03-2025. A Certificate to this effect from CA (company's statutory Auditor) confirming the Turnover from NCMs should be enclosed (Annexure V).





- VI. The Bidder should have a minimum of One Service center within Jammu District. The technical service staff (service engineers) engaged for supplying Note Counting Machines should be on the payrolls of the Bidder. Outsourcing of the After-sale services to a third party will not be permitted (Annexure IV)
- VII. If the Bidder is not the Original Equipment Manufacturer (OEM) but Authorized Dealer (AD) of OEM, it should have been supplying Note Counting Machines of any OEM for a minimum period of 3 years as on 31-03-2025 and a proof to this effect is to be submitted(Annexure VI).
- VIII. The Bidder must not have been blacklisted by any Public Sector Bank/ Scheduled Commercial bank or any Government organization for non-fulfillment of service obligations. A declaration /undertaking confirming the same should be submitted (Annexure VII). If anything is found contrary to the submitted declaration after empanelment of Vendor, Bank has the right to cancel subsequent orders and penalty may result in forfeiture of 20 percent of Performance Bank Guarantees of the orders supplied till that date.
- IX. The company should have IS 9001-2001 or equivalent & all other relative certifications for quality of the products. Certifications in support to be submitted alongside.
- X. The company should have national presence. The company should have presence in the JKUT in the form of service centers / support centers in Jammu. Company should have at least (03) Three local engineers in Jammu
- XI. The rates should be quoted with two options viz. Minimum 2 years' comprehensive warranty & After Warranty Comprehensive AMC rate. The L1 bidder shall be determined on the basis of Total Cost of Ownership (TCO).

$$\text{TCO} = \text{Cost of Machine} + \text{CAMC Cost}$$

- XII. Bank reserves the right to reject any or all the offers.

#### **Technical Specifications for Note Counting Machines to be used at Branches**

S.No.	Parameter	Minimum Required Specifications
1.	Type	Floor type/Desktop type
2.	Operation	Bundle Cash
3.	Counting Speeds	1500Notes/Minute & adjustable
4.	Counting System	Vacuum Suction feed system
5.	Display	Digital/Dual Display/External Display for Customers 4/3 digits
6.	Power Supply	230V +/- 10% Hz



7.	Stacker Capacity	150-200 notes
8.	Counting Mechanism	Vacuum
9.	Weight(approx.)	Floor Type-47Kg(approx.) Desktop Type-35Kg(approx.)
11.	Capability to Work	8-10 hrs a day

**Technical Specifications for Note Counting Machines to be used at Currency Chests:**

S.No.	Parameter	Minimum Required Specifications
1.	Type	Floor type
2.	Operation	Bundle Cash
3.	Counting Speeds	1500Notes/Minute & adjustable
4.	Counting System	Vacuum Suction feed system
5.	Display	Digital/Dual Display/External Display for Customers/7 segment LED Display
6.	Power Supply	220V (+/- 10%), 50Hz
7.	Stacker Capacity	150-250 notes
8.	Filters	Extra Large
10.	Temperature Maintenance	Exhaust Fan available



11.	Heavy Duty Motor & Pump Accessories	Should be available
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**Note: For verification and evaluation of Technical specifications of the Machines, technically eligible Bidders shall be asked to deploy Offered machines at selected Branches/Currency Chests for the purpose of demonstration and testing of machines and only the Bidders whose offered machines are in conformity of the technical specs will be shortlisted for commercial stage.**

## **5. Instruction to Bidders:**

### **I. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY**

In case of company, Board Resolution in favor of Authorized Person and Power of Attorney/Authorization letter (from authorized person executed on stamp paper of appropriate value); in case the authorized person delegates authority to another person of the company to sign the Bid documents, the authorization letter for the same is to be submitted with bid documents.

### **II. COST OF BIDDING**

The Bidder shall bear all the costs associated with the preparation and submission of their bid and J&K Bank, hereinafter referred to as “Bank”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **III. BIDDING DOCUMENT**

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders’ risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should submit the bid strictly as per RFP failing which bid will be treated as non-responsive and will be liable for rejection.

### **IV. LANGUAGE OF BIDS**

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and J&K BANK, shall be written in English.

### **V. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.**

Any inter-lineation, erasures or overwriting shall not be valid and it will lead to rejection of bid without quoting any reason.



## **VI. AMENDMENT OF BIDDING DOCUMENTS**

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites <https://www.jkbank.com> and will be binding on all those who are interested in bidding in order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through the subsequent amendment/Corrigendum/clarifications meticulously and submit their queries, if any, at least 2 working days before the last submission date to avoid any last minute issues.

## **VII. VALIDITY OF BID DOCUMENT**

Bid documents shall remain valid for 6 months from last date of submission of bid prescribed by J&K BANK. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

## **VIII. LATE BID**

Any bid received by the Bank after the deadline for submission of bid will be rejected.

## **IX. BID CURRENCY**

Prices shall be expressed in the Indian Rupees only.

## **X. BID EARNEST MONEY**

Bidder has to submit the Bid Earnest Money (EMD) of **Rs.39500/- (Rupees Thirty Nine Thousand Five Hundred Only)** which may be submitted in the form of online deposit or Bank Guarantee (BG) favoring Zonal Head, J&K Bank, Zonal Office Jammu and filling all the details as per specified Proforma. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than J&K Bank. The BG should have a validity of 6 Months from the last date of submission of bid. Bidder shall be responsible to get the same extended for a further period of 6 months, if required by the Bank. The BG should be submitted at the time of bid submission. MSME bidder is exempted from payment of EMD if bidder can furnish requisite proof subject to the satisfaction of Bank.

In case of unsuccessful bidder, EMD will be returned either on completion of tender process or within one month of disqualification of the bidder, as per Bank's discretion. No interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

## **XI. BIDDING PROCESS**

For the purpose of the present job, a two stage bidding process will be followed. The response to the present tender will be submitted in two parts:-



**a) Eligibility bid**

**b) Commercial bid**

The bidders will have to submit the eligibility bid and commercial bid in hard copy all documents/letters, addressed to the Bank, should be uploaded online as well as submitted in Original. (No Photocopies will be acceptable).

**a) ELIGIBILITY BID**

The eligibility bid must be uploaded online on e-tendering portal of the Bank. Eligibility bid/technical bid will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and NOT contain any pricing or commercial information at all. Eligibility bid documents with any commercial information will be rejected.

In the first stage, only Eligibility Bids will be opened and evaluated. Bids of only those bidders would be evaluated further on eligibility parameters and who comply with all the eligibility criteria. Only those bidders confirming compliance to all the terms & conditions of RFP document and eligibility functionalities shall be short-listed for Technical evaluation and commercial evaluation.

**b) COMMERCIAL BID**

In the second stage, the COMMERCIAL BID of only those bidders will be opened, who will comply with all the eligibility criteria and will confirm compliance to all the terms & conditions of RFP document and eligibility functionalities in the Eligibility Evaluation Stage. (Annexure-III).

**XII. Pre-Bid Meeting & Pre-Bid Queries.**

Bidders/SI are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details on the Bank's e-tendering portal only (in the below mentioned format). Queries not submitted on the e-tendering portal of the Bank will not be responded.

Sr. No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/ Suggestion/ Remarks

The queries submitted shall be responded by Bank and responses will be uploaded onto the e-tendering portal of the Bank.

Bidders are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously and submit their queries timely to avoid any last minute issues.



### **XIII. SUBMISSION OF BID**

The eligibility bid documents and details should be uploaded online.

The uploaded format of the eligibility and commercial bid to be submitted should contain all the required annexures as scans of original. Bidder should ensure submission of bid strictly as per the requirement of the RFP. Kindly do not upload and submit any extra documents/certificate which are not required.

### **XIV. DEADLINE FOR SUBMISSION OF BID**

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Bank, the bids will be received up to the specified time in the next working day. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, subject to the previous deadline, will thereafter be subject to the extended deadline. All the correspondence should be addressed to Bank at the following address.

<b>Incharge</b>
<b>Estates and General Department</b>
<b>Zonal Office</b>
<b>Jammu</b>
<b>Address: - Rail Head Complex Panama Chowk Jammu</b>
<b>PIN180004</b>

### **XV. MODIFICATION AND/OR WITHDRAWAL OF BIDS**

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

### **XVI. CONTACTING THE BANK**

Any effort by a bidder to influence the Bank in evaluation of the Bank's bid, bid comparison or contract award decision may result in the rejection of the Bidder's bid. Bank's decision will be final and without prejudice and will be binding on all parties.

Bidders are also advised not to indulge in any unnecessary meetings or communications with Bank Officials. Any information necessary for the bidders will be communicated to them through e-mails.



## **XVII. TERMS AND CONDITIONS FOR THE BIDDING FIRMS**

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

## **XVIII. LOCAL CONDITIONS**

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

## **XIX 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 or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action. The Bank reserves the right to accept or reject any technology proposed by any bidder.

## **XX. OPENING OF BIDS**

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail. The technical bids will be opened Online. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day.

## **XXI CLARIFICATIONS OF BID**

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder shall be subsequently considered as a part of bid submitted by that bidder.

## **XXII. PRELIMINARY EXAMINATION**

The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

Arithmetical errors will be rectified as follows:-

- a) If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.



- b) If there is any discrepancy between words and figures, the amount in the words will prevail.
- c) AMC amount, if asked for in specified range, and quoted under or beyond the specified range, would also be recalculated.

The bid determined as not substantially responsive will be liable for rejection by the Bank and may not be made responsive by the bidder by correction of the non- conformity. The decision of the Bank in this regard will be final.

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.

### **XXIII. REVELATION OF PRICES**

The prices in any form or by any reasons should not be disclosed in the eligibility or other parts of the bid except in the indicative commercial bid. Failure to do so will make the bid liable to be rejected.

### **XXIV. EVALUATION AND AWARD CRITERIA**

After opening of the eligibility bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank.

#### **First Stage: (Eligibility Evaluation)**

1. Bid document must be uploaded online. All pages of the Bid Document uploaded as scans must be serially numbered and must be signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be scans of Original. (No scans of Photocopies will be acceptable).
2. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. Technical bid opening will be done online within the stipulated time lines set by the Bank.
4. First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all





the terms & conditions of RFP document would be further evaluated on technical parameters.

6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
7. J&K Bank will determine to its satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard.
8. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. **The Bank also reserves the right to reject any Bid, in case any of the Technical Specification is not in compliance to Bank's requirement.** Decision of the Bank in this regard shall be final and binding on the bidders.

### Second Stage: (Commercial Evaluation)

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

1. The commercial bids (Annexure XIII) shall be opened online. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only.
2. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per clause 22-Preliminary Examination.
3. Price Variation Factor.
  - I. If a bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process. If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.
  - II. Price variation Factor shall be considered collectively for the solutions mentioned in RFP.
  - III. Price variation (both high and low) may also be considered for any particular solution/item i.e. bidder quoting abnormally high or abnormally low prices against any solution/item/s may also be liable for rejection.

The L-1 price and L-1 Bidder will be decided on the basis of Total Cost of Machine + CAMC Rates, determined after conducting reverse auction.

### XXV. REVERSE AUCTION



Bank will hold Reverse Auction in the event of two or more bidders being commercially eligible. Final Item wise price shall be arrived after Reverse Auction. Base Price, Bid decrement value will be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

It will be mandatory for all the bidders to quote rates of all optional components that are required as per RFP. The rates of optional items will be negotiated with the successful bidder only.

- a) If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.
- b) After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in Bank's E-Auction portal during the Reverse Auction or refuse to participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further RFP process.
- c) During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted least total price in Commercial bid shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final prices.

In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final Item wise price shall be arrived.

## **XXVI. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE**

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

## **XXVII. CANCELLATION OF BID/ BIDDING PROCESS**

J&K 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, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

## **XXVIII. DELAY IN THE SUPPLIER'S PERFORMANCE**

Delivery of the goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by Bank. In case the supplier fails to supply the machine/accessories within the above delivery period, the Bank shall be at liberty to cancel the order for the undelivered machines if any, besides de-listing the supplier from the vendors list and also denying any future entrustment by the Bank.



The Bank, at its sole discretion, decides to accept the delayed supply of any machine(s), liquidated damages @ 0.5% of cost of the machine will be charged per week or part thereof, subject to a maximum of 10% of the cost of the machine for each machine which is delayed. The amount of damages so calculated shall be deducted at the time of making any payment after successful installation and commissioning of the machine and the cost of transportation and other cost thereon shall be borne by the supplier.

#### **XXIX. GOVERNING LAW AND DISPUTES**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Srinagar.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be Srinagar.

#### **XXX. USE OF CONTRACT DOCUMENTS AND INFORMATION**

The bidder shall not, without the Banks prior written consent, make use of any document or information provided by the Bank or otherwise except for purposes of performing contract. Successful bidder will have to sign Bank's approved Non-Disclosure Agreement (NDA) (Annexure X).

#### **XXXI. CONFIDENTIALITY**

The bidder shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).

The bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

#### **XXXII. PATENTS RIGHTS**

The supplier shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

- The suppliers shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.



- The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible therefor, including all expenses and court and legal fees.

- The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

### **XXXIII. ASSIGNMENT**

The supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

### **XXXIV. FORCE MAJEURE**

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and 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 beyond the control of the bidder and not involving the bidders' fault or negligence and Foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics/Pandemic. If a force majeure situation arises, the bidder shall promptly notify the Bank in writing of such condition and note the cause thereof. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

### **XXXV. NON DISCLOSURE**

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a. That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve



against any such person.

- c. That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound To retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d. That the successful bidder will strictly maintain the secrecy of Bank's data.

#### **XXXVI. INDEMNITY**

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes except GST and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any machine covered by the purchase contract. The bidder shall execute, deliver such other further equipment to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of contract. Where any patent, trade mark, registered design, copyrights and/or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank, Bidder ( successful bidder) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

#### **XXXVII. TERMINATION OF CONTRACT**

The quality of services given by the bidder & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including 15 days curing period. The decision of the Bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the



right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following :

- a. Excessive delay in execution of order placed by the Bank.
- b. Discrepancies / deviations in the agreed processes and/or products.
- c. Failure of Bidder (successful bidder) to complete implementation of appliance within the time as specified in the RFP document.
- d. Violation of terms & conditions stipulated in this RFP.

Notwithstanding anything contained hereinabove, the Bank reserves the right to terminate the contact at any time without assigning any reasons.

In case of termination of contract for the reasons that the services of Bidder are not found satisfactory", the Bank shall be free to Blacklist the Bidder thereby debarring them from participating in future Bids/Tender processes.

#### **XXXVIII. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER**

The shortlist bidder shall be required to execute SLA (Service Level Agreement) and NDA (Non-Disclosure Agreement) with the Bank.

#### **XXXIX.PRINCIPAL TO PRINCIPAL RELATIONSHIP**

The employees engaged by the Bidder shall be deemed to be the employees of Bidder only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Bidder alone would comply with the statutory obligations and Labor Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor is there any master-servant relationship between the parties. The relationship is on principal to principal basis.

The Bidder shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labor law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees" State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees" Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labor legislations, as applicable, are payable by the Bank with respect to the Bidder's personnel/employees. The Bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labor legislations.



**Information To be filled by the Bidder:**

SNO	Criteria	Description
1	Name of the Company	
2	Constitution of Company	Partnership/Proprietorship/ Public Ltd. /Pvt. Ltd.
3	Year of Establishment	
4	Annual Turnover from NCM Business	(With Audited Profit & Loss Statements of previous 3 FYs.)
5	Net Worth of Company	In Previous 3 FYs. (with Audited Financial Statements with Certificates mentioning Net worth in Previous 3 FYs)
6	Nature of Machines offered	Indigenously Manufactured / Imported
7	Local Address of factory in case of Locally Manufactured Machines	(With details of Facilities Available)
8	Details of The Principal Suppliers in case of imported Machines	(Details of arrangement with OEM to be submitted)
9	Complete List of service Network in India	(No. of personnel engaged for service with contact no.'s)
10	ISO Certifications	With Valid Proof
11(a)	Details of (With Valid Proof)	GST No.
11(b)		PAN/TAN





11©		Registration No.
12	Details of NCMs supplied to Various PSBs/SCBs/RBI	Enclosed copies of Satisfactory installation certificates

## 6) Terms & Conditions:

### 1/Nature of the work

Supply, installation and maintenance of Note Counting Machines Floor Type and Desk Type as per Technical specifications as laid down in the document.

### 2/ Scope of work

The supplier shall accept full responsibility for the correctness and for the faultlessness of the equipment so that the purpose of installation is served with maximum operational dependability and efficiency.

### 3/ 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 will fulfill the performance data characteristics and properties and serve the purpose with maximum operational dependability.

### 4/ Consignee

The consignee of to be supplied under this order shall be J&K Bank limited. The equipment shall be dispatched through a registered transport company 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.

### 5/ 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.

### 6/Penalty





In case of default, delay in trial operation/commissioning or non-compliance with any of the terms and conditions of supply order, the bank shall without prejudice to any other remedy available to it terminate the order after serving 15 days' notice and recover the amount of loss caused by damage, failure or default and impose a penalty up to 10% of the value of the order.

### **7/ Sufficiency of quoted price.**

- i. The supplier shall be deemed to have satisfied himself as to the correctness and genuineness of the quoted price. The rates shall cover all his obligations under the order and all matters and things necessary for the proper execution of his supplier obligations.
- ii. The supplier shall warrant to the department that that the prices charged by the maintenance contractor should not exceed the prevailing rates charged by him from others for similar services. While claiming payment, the contractor is also to give a certificate to this effect in his bill.
- iii. No price variations shall be allowed for any rise or fall in cost of Labor, materials or any other factors influencing the order price.
- iv. Order price quoted shall be inclusive of installation, and all taxes, duties, levies, inspection charges, freight up to site, insurance and local taxes.

### **8/ Performance Guarantee**

The supplier warrants to the department that on delivery all material, apparatus, equipment's and other supplies to be provided under this order will be new and free from material and structural defects and all supplies and components thereof will fulfill the performance guarantee data, and characteristics as laid down in relevant specifications and standards. Furthermore the supplier shall be required to furnish performance guarantee for 10% of the value of order from a bank other than J&K Bank for warranty period.

### **9/Testing**

The machine offered by technically qualified bidders will only undergo test in second stage at specified currency chest/branch of J&K Bank Ltd. to determine the capability of the machine. The dates and the names of the specified currency chest/branch will be intimated to the technically qualified tenderers. It will be the responsibility of the supplier to bring Note Counting Machines to the specified currency chest/branches at their cost. The machines of each Bidder shall be placed on stress test for 10 working days in one of the branches/currency chest at Bidders cost.

The test will be conducted in the presence of the representative of the tenderer of the machine. The test results will have to be jointly signed by the representative of the tenderer along with the representative of J&K Bank.

The commercial bids of only those bidders found successful in the technical round and also in the stress test will be opened by the Bank. Communication will be sent to all the successful bidders



in this regard. In case the machine failed to withstand test the Bidder will not eligible for further tender process.

The Supplier shall be responsible for all inspections and testing specified in the applicable courses. should any test report at any stage show that that the equipment or any part thereof does not meet guaranteed date as per the specifications, the department 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.

### **10/ Payments**

#### **Payments shall be released as under**

- a) 90 % after supply or successful commissioning
- b) 10% after warranty period or furnishing performance guarantee (bank guarantee other than JK Bank.

### **11/ Comprehensive Annual Maintenance Contract (AMC)**

(i) The supplier shall quote his rates for Comprehensive Annual Maintenance Contract (AMC) for second year before the expiry of the warranty period. The selected vendor shall execute AMC Agreement not exceeding 8% of machine value supplied by them or prevailing Market value of the machine at the time of AMC Execution, whichever is lower.

(ii) The supplier shall sign a separate Annual Maintenance Contract with the Bank (before the expiry of warranty period), in the format attached (Annexure IX), for a period of one year for satisfactory comprehensive maintenance of the machines and shall provide a Bank Guarantee equivalent to 10% of the total cost of machines valid for a period of 30 months, which shall be returned after the AMC period is over. Failure of signing the AMC contract before expiry of warranty period, BG shall be invoked.

(iii) The AMC charges shall be payable by the Bank on Quarterly basis at the end of the period subject to Tax Deduction at Sources(TDS) as per relevant provisions of Finance Act from time to time.

(iv) During the AMC period, the supplier shall provide all services including quarterly preventive checks and attending to complaints, repairing/replacing parts, providing stand-by machines etc. as required during AMC period.

(v) During AMC period, failure to expeditiously attend to the complaints or preventive maintenance will attract the same penalty as specified for the Warranty period

### **12/Splitting of Order**



The Bank reserves its right for splitting the quantity of Machines ordered between **L1** and **L2** vendor in the ratio of **70 percent and 30 percent** respectively, in case **L2** vendor matches the **L1** price. In case **L2** Bidder cannot match the **L1** Price, offer will be made to **L3** Bidder and so on. Furthermore, if no bidder matches **L1** Price, **100 percent** of the orders will be awarded to **L1 Bidder**.

### **13/Validity**

The Tender shall remain valid for our requirement, minimum for two years. Rates would remain fixed for the entirety of the Empanelment period.

### **14/Site of Delivery**

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

### **15/Other Conditions**

Bank reserves the right to reject any or all tenders without giving any reason thereof.

### **16/Checking of records**

J&K Bank can at any point of time check the books & records of the firm.

### **Seal & Signature of the Firm**

## **ANNEXURE-I**

### **Performa for The Bank Guarantee for Earnest Money Deposit**



(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

To,

**Zonal Head,  
Zonal Office Jammu  
Rail Head Complex, 180004 Jammu (India)**

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 & Maintenance of Note Counting Machines (Floor Type and Desk Type) to various Branches of the Bank.**

An irrevocable Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to **Rs.20000/-(Rupees Twenty Thousand Only)** 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.20000/-(Rupees Twenty Thousand Only)** 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.20000/-(Rupees Twenty Thousand Only)** without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any Violation against the terms of the bid, without the beneficiary needing to prove or demonstrate reasons for such demand. Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from \_\_\_\_\_, on whose behalf guarantee is issued."Not withstanding anything contained herein above our liability under this Bank guarantee shall not exceed **Rs.20000/-(Rupees Twenty Thousand Only)**

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



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

**Date: \_\_\_\_\_ Place: \_\_\_\_\_**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**



**ANNEXURE-II**

**Undertaking from the Bidder**

To,

Zonal Head,  
Zonal Office Jammu  
Rail Head Complex, 180004 Jammu (India)

Sir

**Reg.: Supply, Installation, Commissioning and maintenance of Note Counting Machines (Floor Type and Desk Type) for use at Various Branches of the bank within Jammu**

We submit our Bid Documents herewith.

We understand that:-

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and Bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.
- Successful bidder means the bidder who is decided and declared so after examination of commercial bids through the process of Reverse Auction.

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory and Designation:**

**Email ID:**



**Mobile No:**  
**Telephone No:**  
**Seal of Company:**

### **ANNEXURE-III**

#### **Compliance to Eligibility Criteria**

<b>S.N.</b>	<b>Eligibility Criteria</b>	<b>Supporting Documents to be submitted</b>	<b>Compliance (Yes/No)</b>
1.	The bidder should be registered with Registrar of companies/firms in India for at least 3 years.	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.	
2.	The bidder should have a minimum experience of three years in supplying the requisite category of NCMs to various SCBs/PSBs/RBI as on 31-03-2024.	Purchase orders of NCMs awarded to the bidder by the concerned PSBs/SCBs six months prior to the mentioned date.	



3a)	The Bidder should have supplied a minimum aggregate of 50 machines of to various SCBs/PSBs/RBI as on 31-03-2024.	Purchase order copies of NCMs issued by the concerned PSBs/SCBs/RBI along with current dated performance certificates from concerned Banks, certifying successful supply/commissioning as well as satisfactory after-sale service by the vendor. (Kindly note that any of the above documents submitted must be sufficient enough to certify OEM's/bidder's experience, must be authentic and must also contain all the material information as required in (Annexure-VI)	
3.	Bidder should have IS 9001-2001 or equivalent certifications for quality of the products.	IS 9001-2001 certifications to be submitted alongside	
4.	The bidder should be a Registered Company/Firm having minimum total turnover of Rs (3,00,000/-) for last three financial years from the sale and maintenance of Note Counting Machines.	Provide CA Certificate and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years in the attached format (Annexure-V)	
5.	The Bidder should have a minimum of One Service Centres within Jammu	Details regarding service support centres throughout the country should be furnished as per Annexure IV along with the technical bid.	





6.	Bidder should not have been black Listed by the Government / Government agency / Banks / Financial Institutions in India during last 2 Years. Self-Certificate /Undertaking is to be provided.	Undertaking to be provided as per Annexure-VII	
7.	Labour Law Compliance	Undertaking to be submitted	
8.	Bidders should have made operating profit (operating profit i.e. Earnings before interest & taxes) in past 3 Financial Years i.e. 2021-22, 2022-23 and 2023-24 and the net worth should be positive as on 31.03.2023 & 31.03.2024.	Balance Sheet & Profit and loss Account of three FYs i.e. FY 2021-22, 2022-23 and 2023-24. A certificate from Chartered Accountant (Company's Statutory Auditor) who has signed the audited balance sheet of the Company confirming Operating Profit and Net Worth should be attached.	

### **ANNEXURE-IV**

#### **Service Support Details**

S.No	State/Union Territory	Address of Correspondence	Contact No. of Office	Point of contact (with Contact details)	No. of service engineers




**ANNEXURE – V**

**Turnover Certificate**

**Reg.:\_RFP for Supply, Installation, Commissioning and maintenance of Note  
Counting Machines Floor Type and Desk Type**

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

We M/s\_\_\_\_\_, a company incorporated under the  
companies act, 1956 with its headquarters  
at\_\_\_\_\_



do hereby confirm that the following Turnover, Net Profit/Loss and Net worth from its Indian Operations out of which turnover of Rs.\_\_\_\_\_ is from Supply/Installation/Maintenance of Note Counting Machines in India, for the past 3 financial years i.e. 2021-22, 2022-23, 2023-24.

This information is based on the Audited Financial Statements for 2021-22, 2022-23, and 2023-24.

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
2021-22			
2022-23			
2023-24			

Date: \_\_\_\_\_ Place: \_\_\_\_\_

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



**ANNEXURE – VI**

**Manufacturer's Authorisation Form**

**To,  
Zonal Head,  
Zonal Office Jammu  
Rail Head Complex, 180004 Jammu (India)**

Dear Sir,

Sub: Request for Proposal for supply, installation, commissioning and Maintenance of Heavy Duty Note Counting Machines (Floor Type and Desk Type) for Currency Chests & Branches of the bank.



We ..... Are established and reputable manufacturers of Heavy Duty Note Counting Machines Floor Type and Desk Type having manufacturing facility at ..... and ..... do hereby authorize M/s.....

(Name and Address of Agents) to submit a bid, and sign the contract with you for the goods manufactured by us against the above tender.

**We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this tender.**

**Date: \_\_\_\_\_ Place: \_\_\_\_\_**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**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. It should be included by the Bidder in its bid.



**ANNEXURE – VII**

**Undertaking for Non-Blacklisted**

**To be provided on letter head of the Bidder's Company**

To,  
Zonal Head,  
Zonal Office Jammu  
Rail Head Complex, 180004 Jammu (India)

Sir,

**Reg.: RFP for Supply, Installation, Commissioning and maintenance of Note Counting Machines (Floor Type and Desk Type)**

We M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarterd at \_\_\_\_\_ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 2 Years.

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

Yours faithfully,

**Name of Signatory:**

**Signature of Authorized Signatory**

**Date: \_\_\_\_\_ Place: \_\_\_\_\_**



**ANNEXURE – VIII**

**Litigation Certificate**

**Reg.: RFP for Supply, Installation, Commissioning and maintenance of Note Counting Machines (Floor Type and Desk Type)**

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

This is to certify that M/s\_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at\_\_\_\_\_, is not involved in any litigation which threatens solvency of the company.

**Date:\_\_\_\_\_ Place:\_\_\_\_\_**

**Signature of CA/Statutory Auditor**

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



## **ANNEXURE – IX**

### **Suggested Format for Comprehensive Annual maintenance Contract Agreement**

This agreement for maintenance of currency counting machines is made on (Date of agreement) the..... day of .... 2025 between

**The Jammu & Kashmir** , a Banking Company under Indian Companies Act, 1956, having its Corporate office at Moulana Azad Road, Srinagar (herein after referred to as “**The Bank**” which expression shall unless repugnant to the context thereof, includes its successors and assignees) of the ONE PART through its authorised signatory Mr./Mrs.\_\_\_\_\_

**And**

**M/s** \_\_\_\_\_ a company incorporated and registered under the Companies Act, 1956 and having its registered Office at \_\_\_\_\_, India (herein after referred to as the “**Service Provider**” which expression shall, unless repugnant to the context thereof, includes its successors and permitted assignees) of the SECOND PART through its authorised signatory Mr./Mrs.\_\_\_\_\_

The Bank and The service Provider are hereinafter collectively referred to as “Parties” and individually as a “Party”

Whereas the Bank and Service Provider is under mutual discussion for the purpose of maintenance and services **of Note Counting Machines (Floor Type and Desk Type)** (whichever applicable) (hereinafter referred to as “**Machines**”) under this maintenance contract, comprising of preventive and corrective maintenance of Machines as per Annexure enclosed.

Whereas the Bank has Machines shown in this Agreement hereof and is now desirous of availing a Comprehensive Maintenance Services for the Machines installed at the currency chests of Bank’s offices located at different parts in India, as per the Annexure enclosed to this Agreement.

AND WHEREAS the Service Provider has agreed to accept the offer and to perform the said maintenance of Machines as mentioned in this Agreement, as per Annexure enclosed to this Agreement.





Now both the Parties agree to the following:

- 1.0 **SCHEDULES TO THE AGREEMENT:** The Annexure enclosed in this Agreement forms an integral part of this Agreement. However during the tenure of this Agreement, Bank is at liberty to add to or delete from the annexure any number of Machines, if so required. In case of addition of work, the same will be done on already agreed and settled rates for the main contract of maintenance.

### **TERMS & CONDITIONS OF THE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**

- 2.1 The Service Provider shall truly and faithfully carry on the performance under this Agreement as is required by any service provider performing services of similar nature. The services shall be performed in a proper manner and to the extent and satisfaction of the Bank for a period of 2 (two) years (As per attached Annexure), after the expiry of the initial warranty period of the machines from the date of installation of Machines. During the term of this Agreement the Service Provider agrees to maintain the equipment in a good and working order and for this purpose will provide the following repair and maintenance service described in the subsequent clauses.
- 2.2 The comprehensive maintenance includes preventive maintenance, quarterly regular services of the Machines as mentioned in the Annexure and/or replacement of any items necessary for keeping the said items active and free from any defects or disturbance and also on any scheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right it's malfunctioning.
- 2.3 Maintenance shall be provided on site for the Machine by the Service Provider during official working hours of Bank. This Maintenance contract is comprehensive, which covers both spare parts and labour. Broken and burnt parts, parts damaged due to end user mishandling and parts damaged due to adverse electrical conditions on site, will not be covered under the AMC. Consumables material such as printer, paper roll & ribbon are not covered under this Agreement.
- 2.4 The replacement of defective spares with original spares or spares of equivalent specification will be done by the Service Provider without any extra charge.



- 2.5 The comprehensive maintenance shall be carried out primarily at the premises of the Bank during the office hours. In case, the Service Provider considers that the Machine cannot be repaired on-site, it will carry the defective Machine/ part (as the case may be) with the consent of Bank's officials, after giving due receipt of the defective Machine/ part and deliver it back to the Bank at the Service Provider's own cost and risk.
- 2.6 The Operating environment condition in which the equipment is presently installed is quite satisfactory and the Second Party will not raise any condition with regard to the working environments for the equipment covered under the Maintenance Contract.
- 2.6 The Service Provider agrees to maintain uninterrupted service to the Bank as per the terms and conditions of this Agreement.
- 2.7 **The Bank agrees to pay an AMC charge of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) including GST, per annum per Machine for a period of two (02) years. The Bank shall pay quarterly flat fees per Machine post expiry of the Quarter. The agreement shall remain valid initially for a period One year or as long as the machine is being used in respective Branch/ Currency Chest.**
- 2.8 The Service Provider's maintenance personnel shall be given access to the Machine mentioned herein, for purposes of performing the repair and maintenance activities whenever necessary. The Service provider has to upgrade the Software as well as the Hardware of the Machine as and when required, as per the RBI guidelines or Government notifications.
- 2.9 The Service Provider's maintenance personnel all confidential information disclosed by one of the parties hereto to the other shall be kept secret from third parties. Any confidential information received may only be made accessible to a third party with the prior written consent of the disclosing party. Each party shall ensure, by concluding appropriate agreements with those of its own employees who are to be given access to the above-named information and/or documents for the performance of their professional duties, that these employees are equally obliged to observe secrecy, whereby the obligation shall survive the termination of their respective employment contracts.



- 2.10 The Service Provider shall provide preventive maintenance, corrective maintenance and break down calls for the items covered under this Agreement. All problems shall be reported by the Bank as per procedure already provided by the Service Provider.
- 2.11 The Service Provider shall conduct Preventive Maintenance and general servicing (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior of the Machine, checking and testing of Machine and necessary repairing of the equipment's related to the Machine) at least Four (04) times in a calendar year.
- 2.12 Qualified maintenance engineers totally familiar with the Machine shall perform all repair and maintenance service described herein.
- 2.13 In the event where the request for corrective maintenance is received by Service Provider from the Bank on a working day, i.e. from Monday to Saturday, between 09.00 am to 03.00 pm local time ("reporting time"), Service Provider shall arrive at the Bank's premises as per below mentioned schedule:-

Location	Distance	Response Time
City	0-50 Kms	Within 24 Hrs
Remote 1	50-80 Kms	Within 48 Hrs
Remote 2	Beyond 80 Kms	Within 96 Hrs

- a. If the request is received by the Service Provider after 03.00 pm then the Parties shall mutually agree that the request shall be addressed on the next working day.
- b. The response time specified at the foregoing paras shall not apply if it cannot be met due to force majeure reasons briefly described in this Agreement, or if otherwise agreed between the Parties in special cases.
- c. Turn Around Time

Turnaround Time shall be the time taken by the Service Provider to rectify a



reported problem and handing over the Machine for processing back to the Bank. The Turnaround Time shall depend on the nature of breakdown i.e. Minor and Major.

- i. Minor Breakdown shall refer to breakdowns involving either no parts or wearing parts only. The turnaround time for minor breakdowns shall be within 48 hours in the case of metros, within 72 hours in the case remote 1 location and within 96 Hours in the case of remote 2 location.
- ii. Major Breakdowns shall refer to breakdowns involving electronic parts like but not limited to power supplies, other electronic boards or sensor blocks that are expensive and cannot be stocked at the Bank site. The turnaround time for such breakdowns shall be within 120 hours in the case of cities and within 168 hours in the case of remote locations.

2.14 **Penalty Clause:** Failure in adhering to any of the terms and conditions mentioned in the scope of the Agreement will attract a penalty. If the service level as agreed in this Agreement is not maintained, a penalty of @ Rs.200 /- per day shall be claimed by the Bank. Maximum penalty shall be limited to 30% of the AMC value of any particular Machine.

2.15 Notwithstanding the provisions mentioned herein, the Bank shall have the right to cancel the Agreement for any default on the part of Service Provider due to non-performance thereof, provided it gives a 3 months prior intimation to the Service Provider before such cancellation.

2.16 The Service Provider shall maintain a written maintenance and repair log and shall record therein each incident of the Machine malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed at the Bank's site.

2.17 Force Majeure shall mean and be limited to the following:

- a) War / hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, landslides, lightening or other natural physical disasters.



- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the Second Party.
- 2.18 Completion period may be extended to circumstances relating to Force Majeure by the Bank. The Service Provider shall not claim any further extension for completion of work before the said stipulated period. The Bank shall not be liable to pay extra costs under any conditions.
- 2.19 The contract will be initially valid for a period of One (01) year from the date of start of AMC as per attached Annexure and may be renewed further, which is at the discretion of the Bank and based on the satisfactory services provided by the Service Provider.
- 2.20 Compliances under Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressed) Act, 2013 - That Service Provider has established an internal Policy on Prevention of Sexual Harassment (PoSH) in line with the provisions of the Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressed) Act, 2013 ("the Act") and accordingly has constituted an Internal Complaint Committee (ICC) to comply with the provisions of the Act related to filing, disposing, hearing, taking necessary action, maintaining records etc. with respect to complaints filed by any personnel falling within the ambit of "employee" under the Act. Further such records shall be available to the Bank upon written request.
- 2.21 The Agreement shall be governed by Indian Law and both the parties consent to the jurisdiction of Srinagar Courts in all matters regarding the Agreement.
- 2.22 **Arbitration**

In the event of disputes arising from the interpretation and/or performance of this Agreement or of any individual agreements concluded on the basis thereof, the parties hereto shall first attempt to resolve the dispute amicably by means of negotiation.

Should no amicable agreement be reached between the parties hereto within 6 (six) weeks, then all disputes arising from or in connection with this Agreement or any individual agreements concluded on the basis thereof shall be finally settled in accordance with the provisions of the Arbitration & Conciliation Act, 1996 of India.



The place of arbitration shall be Srinagar, J&K. The language of the proceedings shall be English.

## **2.23 Indemnity**

The Company (as per constitution) hereby undertakes to indemnify the Bank and get it indemnified against any loss, damages suffered and claims, actions/suits brought against the Bank on account of any act or omission on the 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 the same expeditiously.

In case the 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 the Bank, the Bank shall be entitled to recover the amounts due to it under this provision from the amounts payable to the service provider under this arrangement without prejudice to other rights and remedies available to Bank for recovery of the amount as per law.”

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

### **Authorised Signatory**

**For Jammu & Kashmir Bank**

**For Service Provider M/s**

Name:

\_\_\_\_\_

Name:

Designation:

Designation:

ON THE FIRST PART

In the Presence of witness: -



ON THE SECOND PART

In the presence of witness:-

1.

1.

2.

2.



## ANNEXURE – X

### Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) made on (Date of agreement) entered into on this \_\_\_\_\_ day of .... 2025 and shall be deemed to have come into full force and effect from \_\_\_\_\_ (the “Effective Date”).

BY and between

**The Jammu & Kashmir** , a Banking Company under Indian Companies Act, 1956, having its Corporate office at Moulana Azad Road, Srinagar (herein after referred to as “**The Bank**” which expression shall unless repugnant to the context thereof, includes its successors and assignees) of the ONE PART through its authorised signatory Mr./Mrs. \_\_\_\_\_

**And**

**M/s** \_\_\_\_\_ a company incorporated and registered under the Companies Act, 1956 and having its registered Office at \_\_\_\_\_, India (herein after referred to as the “**Service Provider**” which expression shall, unless repugnant to the context thereof, includes its successors and permitted assignees) of the SECOND PART through its authorised signatory Mr./Mrs. \_\_\_\_\_

The Bank and The service Provider are hereinafter collectively referred to as “Parties” and individually as a “Party”

In this Agreement, “Affiliate” means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where “Control” means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

WHEREAS:-

- A. Service Provider inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India.
- B. J&K Bank has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties forth provision of services related to \_\_\_\_\_ (“the Purpose”) as more particularly described in Purchase Order no. \_\_\_\_\_ dated \_\_\_\_\_, issued by J&K Bank in favor \_\_\_\_\_ of \_\_\_\_\_ M/s. \_\_\_\_\_.

NOW THIS AGREEMENT WITNESSETH:

Interpretation:





In this Agreement “**Confidential Information**” means all information belonging to a Party that is or has been disclosed to one party (The Receiving Party) by the other party (The disclosing party) in connection with the Business transacted/to be transacted between the parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

## **2. Confidentiality:**

Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party;

- i. Disclose, transmit, reproduce or make available any such Confidential Information to any person, firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- ii. Use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- iii. Disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- iv. Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2 The Receiving Party also agrees and accepts that it may endeavour to:



- i. use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- ii. keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- iii. limit access to such Confidential Information to those of its (including its Affiliates') directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- iv. upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

### **3. Return or destruction:**

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party:

- i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control;
- ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party;
- iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

### **4. Permitted disclosure:**

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such



requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

**5. Ownership of Information:**

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

**6. No Representation:**

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

**7. Remedies and Relief:**

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favour upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees

**8. No Assignment:**

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall insure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

**9. Severability:**

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.



**10. Delay or Waiver:**

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

**11. Notices:**

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

**12. Term**

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of 5 years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

**13. Governing Law:**

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Srinagar.

**14. Indemnity:**

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

**15. Modification:**

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

**16. Headings:**



The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

**17. Counterparts:**

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

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

**Authorised Signatory**

**For Jammu & Kashmir Bank**

**For Service Provider M/s**

\_\_\_\_\_

Name:

Name:

Designation:

Designation:

ON THE FIRST PART

ON THE SECOND PART

In the Presence of witness: -

In the presence of witness:-

1.

1.

1.

2.



**ANNEXURE – XI**

**Proforma for Performance Statement** (for a period of last 3 years)

**RFP for Supply, Installation, Commissioning and maintenance of Note Counting  
Machines (Floor Type and Desk Type)**

**Name of Firm:**

Order Placed by (Full Address of Purchaser)	Order No. and Date	Description and quantity of Ordered Equipment	Value of Order	Date of Completion		Remarks (Reason for Late delivery)	Performance of equipment (Certificate from customer to be enclosed)
				As Per Contract	Actual		



**ANNEXURE – XII**  
**UNDERTAKING FOR BEING THE OEM OF THE OFFERED PRODUCT**

To,  
Zonal Head,  
Zonal Office Jammu  
Rail Head Complex, 180004 Jammu (India)

Sir,

**Reg.: RFP for Supply, Installation, Commissioning and maintenance of Note Counting Machines (Floor Type and Desk Type)**

We hereby submit the following:-

- a) We, M/s\_\_\_\_\_are the OEM of\_\_\_\_\_ which is a \_\_\_\_\_being offered to J&K Bank through this RFP and we have the IP (Intellectual property) rights for the offered Solution.
- b) We agree to provide services as per the scope of work and technical specifications of this RFP.
- c) With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware 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 are being used or shall be used.
- d) In case of default/unable to comply with above at the time of delivery or during installation, for the IT Hardware including hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard. We also take full responsibility of both Parts & Service SLA as per the content.
- e) We hereby further undertake to supply only new components and no refurbished or recycled components will be supplied.

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**



**ANNEXURE – XIII**

**Commercial Bid**

S.No	Item Description / Machine Model	Price per Unit of Machine (Rs) (A)*	Cost of AMC For next Two Years after expiry Warranty period (B)*	Total Cost (A+B)

Price A (in words) \_\_\_\_\_

Price B (in words) \_\_\_\_\_

\*The Minimum quoted Rate of (A) will be the base of the Reverse Auction process for further reduced quotes

\*\* The Minimum quoted Rate of (B) will be the base of the Reverse Auction process for further reduced quotes

- The rates quoted should be applicable to Branches/Currency chests of J&K Bank that are located in the entire country.
- The rates quoted should be inclusive of all taxes (including GST), levies, Octroi, Entry tax and freight up to the site & should be in INR only.
- In case of any discrepancy, unit prices quoted in words will be considered for computation of Total Cost.





## **ANNEXURE – XIV**

### **CHECKLIST**

Sl. No.	Particulars	Submitted (Yes/No)	Page No
1.	Request for Proposal		
2.	Proof of RFP Cost		
3.	Performa for The Bank Guarantee for EMD (Annexure-I)		
4.	Terms and Conditions		
5.	Undertaking By The Bidder (Annexure-II)		
6.	Compliance To Eligibility Criteria (Annexure III)		
7.	Service Support Details (Annexure-IV)		
8.	Turnover Certificate (Annexure-V)		
9.	Manufacturer's Authorization Form (MAF) (Annexure-VI)		
10.	Undertaking For Non- Blacklisted (Annexure – VII)		
11.	Litigation Certificate (Annexure – VIII)		
12.	Suggested format for AMC Agreement (Annexure-IX)		
13.	Confidentiality/Non-Disclosure Agreement (Annexure-X)		
14.	Performa of Performance Statement (Annexure – XI)		
15.	Undertaking for being the OEM of Product(Annexure XII)		
16.	Commercial Bid (Annexure XIV)		
17.	Machine Characteristics		
18.	Information to be filled by the Bidder		