



On-Line Request for Proposal (e-RFP)
For
Empanelment of Vendor/s for Supply, Installation, Testing & Commissioning
of Photocopiers.

e-RFP Ref.No.JKB/E&ED/SITC-Photocopier/2025-1438
Dated: 26-06-2025

Issued by:
J&K Bank Ltd.
Estates & Engineering Department,
Corporate Headquarters,
M.A. Road Srinagar, 190 001, J&K



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 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 may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document at any given point. Said Changes (if any), and as & when made may be updated on the Bank's website www.jkbank.com/ e-tendering portal. The interested Bidders, as such, are requested to keep visiting the Bank's website/ e-tendering portal for all the related updates.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, and the Bank reserves

the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful. The decision of the Bank in this regard shall be final and binding.

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Schedule of Events:

e-RFP Ref Number	JKB/E&ED/SITC-Photocopier/2025-1438 Dated: 26-06-2025
Department Name	Electrical Section, Estates department, BSD
Details of RFP/Tender	Request for proposal for Empanelment of vendor/s for Supply, Installation, Testing & Commissioning of fresh Photocopier Machines to be installed at various Offices and Branches of J&K Bank located in the UT of J&K.
Scope of work under RFP/Tender	Supply, Installation, Testing & Commissioning of fresh Photocopier Machines to be installed at various Offices and Branches of J&K Bank located in the UT of J&K.
Period of contract	2 years
Mode of Tender Submission	Online
Contact details of issuing department (Name, Designation, Phone No., Email address for sending any kind of correspondence regarding this RFP)	Mujeeb Manzoor Shah Manager (Estates Department) BSD, J&K Bank, Corporate Headquarters, M.A.Road Srinagar, Kashmir 190 001 mujeeb.manzoor@jkbmail.com electrical.chq@jkbmail.com Ph. No. 0194-2481928, Ext. 1201/1202.
Tender Type	Open
Type of Contract	Supply
Consortium	Consortium Bids are not allowed.
Eligibility & Technical Criteria	As per Tender Document
Bid Document Availability including changes/amendments, if any to be issued	NIT can be downloaded from and submitted on Bank's e-Tendering Portal https://jkbank.abcpocure.com from June 30, 2025, 16.00 Hrs. to July 21 , 2025, 17.00 Hrs.
Last Date for Pre-Bid Queries & submission Mode	All Clarifications / Queries shall be raised online only through e-Tendering Portal https://jkbank.abcpocure.com by or before July 07 , 2025, 17.00 Hrs.
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on July 14, 2025
Last Date of Submission of RFP Bid	July 21 , 2025, 17.00 Hrs.



Address for submission of Bids	As prescribed in Bank's online tender portal https://jkbank.abcprocure.com
Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
Bid Validity Period (Days)	180 days
Details of Documents to be Submitted	<ul style="list-style-type: none"> i. Tran or UTR No. as Proof of Participation Fee ii. Tran or UTR No./BG as Proof of EMD iii. Technical Bid iv. Other documents supporting eligibility criteria etc. as per tender document.
Tender Activity Configuration	

Tender/Participation Fees(₹) to be deposited through Transfer/NEFT	<p>₹500/- (Rupees five hundred only) to be credited through Bank Transfer/NEFT only vide below details:</p> <p>Account Name: Tender Fee/Cost Account 16-digit Account No : 993153030000001 IFSC Code: JAKA0HRDCHQ Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001</p> <p>Tran or UTR Number may be uploaded on E-tendering portal</p> <p>(Tender/Participation fee is exempted for all MSEs, Start-ups as recognized by DIPP- Eligible entities shall upload proof in support of claiming the aforesaid</p>
Earnest Money Deposit (EMD) Amount (₹) through Transfer /NEFT	<p>EMD of INR 50,000/- (Rupees fifty thousand only) to be credited through Bank Transfer/NEFT only vide below details:</p> <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 MA Road Srinagar J&K – 190001</p> <p>Note: EMD can also be submitted in the form of BG (payable to Deputy General Manager, Business Support Division, J&K Bank, CHQ, Sgr.) Tran or UTR Number/BG Proof may be uploaded on E-tendering portal.</p> <p>(EMD is exempted for all MSEs, Start-ups as recognized by DIPP-Eligible entities shall upload proof in support of claiming the aforesaid exemption)</p>

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



ANNEXURE-I

Terms & Conditions

J&K Bank invites tenders for empanelment of vendor/s for supply, installation, testing & commissioning (SITC) of fresh Photocopier Machines including allied accessories as per given technical specifications to various Offices/Business Units of J&K Bank located across UT of J&K. The terms & conditions of the tender are enlisted below:-

1. The tendering will be two cover attachment system as under.

1.1 Technical Cover (Attachment-I).

Shall contain all the documents mentioned in Annexure-II & III along with tender documents cost of Rs. 500/= & EMD of Rs. 50,000/=.

1.2 Financial Cover (Attachment-II).

Shall contain the prices of the offered products/items.

2. The bidders shall be short listed on the basis of Technical evaluation, submission of all documents as per Annexure-II & III and conditions laid down therein or elsewhere in the tender document and the financial bid of only short listed bidders shall be considered for final evaluation. Final selection of the bidder/s shall be based on the least financials quoted in the financial bid/Reverse Auction.
3. Prices quoted by bidders shall be **FOR** site (of installation of Photocopier machines & related accessories) and shall include all taxes including cost of Power cable, USB Cable (5 metre length), Network Cable, etc.
4. The bidder shall quote rates only for Photocopier machines/items of **Canon/Ricoh/Xerox/HP or equivalent makes**. The decision to accept any other brand equivalent to the ones explicitly specified herein, shall rest entirely with the Bank and the bidder shall have no claim at all in the event of its bid being rejected on the basis of quoted brand not found at par with aforementioned brands by the Bank.
5. Earnest money Deposit (EMD) of the successful bidder/s shall be retained towards Performance Guarantee for the entire period of the contract (comprising of two year contract period followed by two year Guarantee period reckoned from the date of last supply order executed by the bidder), whereas, EMD of unsuccessful bidders shall be released within a period of 1 month from the date of award of Contract. Furthermore, in case of any further extension in the contract, EMD of the successful bidder/s shall be retained accordingly as per such extension term.

Besides, the successful bidder/s who have claimed EMD exemption (on account of being MSEs, start-ups recognized by DIPP) at the time of applying for the tender shall have to submit performance guarantee equivalent to prescribed EMD amount at the time of award of contract which shall be retained as mentioned above.

6. Payment equivalent to 90% of every individual order placed under the contract shall be released by the Bank in favour of the selected bidder immediately after successful execution of the order (supply, installation, testing & commissioning of the Photocopier Machine) subject to production of Invoices accompanied with material delivery challan and installation reports duly signed by concerned authorities at the place of installation. The remaining 10% amount shall be released after successful completion of warranty period of 2 years or immediately after submission of Bank Guarantee of equivalent amount (i.e.10% retention amount) valid for the period of warranty.
7. The Photocopier shall carry a comprehensive warranty for a period of 2 years from the date of its successful commissioning. The bidder shall be required to rectify any fault/defect developed during this period besides replacing any defective part at its own cost. On completion of the warranty period, the system shall be finally taken over by the Bank provided no defect or deficiency remain unaddressed by the bidder.
8. The contract shall be valid for a period of **TWO years** from the date of award of contract. Said arrangement may be extended further at the sole discretion of the Bank for such other period/on terms & conditions as may be mutually agreed upon by the parties.
9. Maximum time period allotted for the execution of the order (i.e. SITC of a new Photocopier machine) shall be 2 weeks from the date of placement of order. Any delay in execution of the order on part of the selected bidder, unless such delay qualifies for force majeure clause, shall result in penalties being imposed by the Bank on the selected bidder/s as follows- an amount equivalent to 1% of the cost of Photocopier machine for first week, 2% for second week, 3% for third week and onwards subject to a maximum ceiling of 10% of the order cost and the amount so arrived at shall be deducted by the Bank, from any amount payable to the bidder/s in respect of the particular or any other orders/installations. In addition, the Bank reserves the right to cancel the purchase order/s and forfeit/invoke EMD/performance guarantee besides the bidder/s shall be duty bound to compensate the Bank for any losses suffered by the Bank on such account (to be determined by the Bank). Also the Bank may Black List the bidder/s from further participation & inform IBA to delist the bidder/s from entire Banking Industries.
10. Within the warranty period, the bidder/s shall ensure a call resolution time of maximum 24 hours from the time of call logging. Failure to resolve the call within the stipulated time on more than two occasions in a year will attract penalty of

10% of the cost of the Photocopier/machine. Besides, penalty up to 10% of the cost of the machine will be charged if the call remains unresolved beyond 24 hours. The penalty amount so arrived at shall be recovered from the payment/s outstanding from the Bank side in favor of the bidder/s against any executed order/s or attract forfeiture/invocation of EMD/performance Guarantee.

11. The tender shall be decided on the basis of the lowest bid received for each line item/variant and the same will be decided by online reverse auction, conducted through Bank's e-portal. Furthermore, the date of reverse auction will be intimated to such Bidders who qualify in the Technical Bid subsequently.
12. The Bank shall be at liberty to select more than one bidder for the supply, installation, testing & commissioning of Photocopiers. In such a multi-bidder scenario, the bank shall have the right to apply its discretion in division of the work between the selected bidders. The decision of the Bank in this regard shall be final and binding. The Bank may also reject all or any of the tenders at its discretion without assigning any reasons whatsoever.
13. Bidders whose bids are found responsive after technical & financial evaluation and complete in all respects for award of contract shall have to enter into an agreement with J&K Bank for a minimum period of two years, unless and until extended for a further period of time on mutually agreed terms and conditions, in the format attached herewith the tender. There shall not be any escalation in rates due to impact of any external factor like price hike, duties, etc. However, the impact due to change in taxes on account of Govt. stipulations may be considered after written request of the bidder. However, this cannot be claimed as a matter of right by the Bidder.
14. No deviations on specifications/terms & conditions of tender documents are permitted unless authorized by the Bank in writing. Any clarifications from bidders on tender documents can be obtained before bid submission date via mode specified in tender document.
15. The Bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the quoted price. The rates shall cover all the obligations under the order and all matters and things necessary for the proper execution of the order.
16. All costs and expenses incurred by interested bidders in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by J&K bank, will be borne entirely and exclusively by the Bidder.
17. Each Bidder having responded to this RFP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RFP document.

The Bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP.

18. Bank reserves the right to:
 - i. Reject the proposals received in response to the RFP containing any deviation
 - ii. Extend the time for submission of proposal. However, this cannot be claimed as a matter of right by the Bidders.
 - iii. Modify the RFP document, at any given point of time, by an amendment that would be notified by issuing corrigendum.
19. The bidder shall not assign or outsource the works undertaken by them under this RFP contract awarded by the Bank.
20. The successful bidder undertakes to keep the J&K Bank indemnified in case of any loss or damage howsoever arising out of or related to breach of contract, statutory duty or negligence by the bidder in his performance of the contract.
21. The bidders shall observe the highest standard of ethics during the procurement and execution of such contract and shall not indulge in any corrupt and fraudulent practice.
22. The selected bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligation under this contract is the result of an event of force Majeure.

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

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

23. The validity of bids shall be 180 days from the last date of submission of bids. Validity beyond 180 days from the last date of submission of bids shall be by

mutual consent. However, the final decision in this regard shall lie with the Bank and shall be binding.

24. Bids without Earnest Money Deposit (EMD)/Tender fee shall be rejected out rightly except the ones claiming exemption as granted in the tender which needs to be substantiated by submitting proper documentary evidence in support of the said exemption claim.
25. In case of any dispute arising out of the contract, Courts of Srinagar in J&K only will have jurisdiction to adjudicate cases related to such disputes.
26. Incomplete or conditional tenders shall be rejected out rightly. Furthermore, Bank reserves the right to reject any bid and, annul the bidding process and reject all bids at any time prior to award of contract. The Bank will have no liability towards the bidder or bidders effected as such or any obligation to inform the affected bidder or bidders.
27. The Bank will be within its right to ask the bidder to furnish any additional document at any point of time during the technical evaluation and failure on the part of the Bidder to do so may lead to cancellation of that particular bid.
28. Bidders shall strictly follow the two cover attachment process prescribed for the tender and shall not in any case submit Price bid/Financial bid or any kind of price related information in the Technical cover as doing the same shall render the bid invalid and shall be rejected as a result.
29. The bidder shall have to bid for all three variants of Photocopiers listed out in Annexure-VII of the tender and in no case partial bidding will be allowed as doing the same will result in cancellation of that bid.
30. Any contrary observation during technical/financial evaluation of the bids or deviation in performance post award of the contract with regards to Technical specifications prescribed for the Photocopiers in Annexure-VI of the tender/ consumables yield quoted in the supplementary tables (of the price bid) by the bidder shall result in rejection of that bid or termination of contract along with forfeiture/invocation of EMD/Bank Guarantee respectively.

ANNEXURE-II

Eligibility Criteria

1. The Bidder shall have a minimum average annual turnover of Rs12.00 Lakhs exclusively for SITC of Photocopier machines for last three financial years ending on 31/03/2025 (i.e. 2022-23, 2023-24 & 2024-25) which needs to be certified by the chartered Accountant, documentary proof of which is to be submitted along with the Technical bid.
2. The bidder shall be an Original Equipment Manufacturer (OEMs)/Authorized Channel Partner/Business Associate/Distributor/Dealer of Photocopier Machines. Authorized Channel Partners/Business Associates/Distributors/Dealers participating in the tender shall enclose valid authorization certificate issued by the respective Original Equipment Manufacturer (OEM)/Manufacturer. Those bidders who don't have such authorization certificates from Original Equipment Manufacturer (OEM)/Manufacturer will not be considered and their bids will be out rightly rejected.
3. The bidder should have minimum experience of 5 years (as on 31/03/2025) of having supplied & installed similar Photocopier machines in Govt. Departments, Semi Govt. Departments, Public/Private Sector undertakings or any other reputed Corporate/Business establishment.
4. The bidder should have a valid registration from the appropriate registration authority.
5. The Bidder shall furnish copies of Income Tax returns filed for last three financial years ending on 31/03/2025 viz. 2022-23, 2023-24 and 2024-25 (Assessment year 2023-24, 2024-25 and 2025-26) along with the Technical Bid.
6. The Bidder shall have valid PAN and GST registration number along with latest GST returns. Copy of each shall be submitted along with the Technical Bid
7. The bidder shall submit a copy of balance sheet/profit & loss/Income-Expenditure statements for each of the three last three financial years ending on 31/03/2025 (i.e. 2022-23, 2023-24 and 2024-25).
8. The Bidder should not have been black-listed/debarred by any Government/Government Agency/Banks/Financial Institutions or any other organisation in India. (Declaration as per Annexure IX on bidder's letter head to be submitted with the bid documents).

9. The Bidder shall be a profit making enterprise for the last three financial years i.e. 2022-23, 2023-24 and 2024-25 (enclose self-declaration on firm's/company's letter head).
10. The bidder shall have Service Centres in the cities of Srinagar and Jammu.
11. The bidder shall attach non-litigation certificate (as per Annexure X) issued by the Chartered Accountant/Auditor certifying therein that the bidder is not involved in any litigation which threatens solvency of the bidder's company/firm.
12. The bidder shall mandatorily indicate the authorized signatory/signatories who can discuss and correspond with the Bank with regard to obligation under the contract. The said representative (not required for proprietorship firms if authorised signatory is proprietor himself/herself) should have a Power of Attorney from the bidder for taking any decision regarding the tender on behalf of the bidder.
13. The bidder shall submit a self-attested copy of tender documents along with the Technical bid.
14. The bidder shall furnish documentary proof in the form of Company's Brochures or Manuals for confirming compliance to the technical specifications prescribed in the tender by the Photocopier models offered at their end, besides validating consumables yield claimed (for standard coverage area on A4 paper size) in supplementary sheets 1st and 2nd of the price bid. If the required confirmation cannot be ascertained from such documents, then, the bidder shall get the relevant information certified from OEM (or equivalent) on its letter head and submit a copy of the same along with the technical documents.

ANNEXURE-III

Bidder Details with Documentary Proof

Dear Sir,

With reference to your RFP reference No.....dated.....regarding empanelment of vendor/s for SITC of Photocopiers, I/we furnish below the following information and related Papers/Documents for your kind perusal.

S.no.	Particulars	Details	Supporting Documentary proof attached (YES/NO)
1	Name of the Individual/Firm/Company		
2	Constitution of Firm/Company		
3	Year of Establishment		
4	Name of Proprietor/Partners/ Directors/Authorised personnel		
5	Whether a. Dealer b. Distributor c. Authorized channel partner. d. Business Associate. e. OEM.		
6	Address of Office Establishment		
7	Address for correspondence with contact no. & Email address		
8	OEM Authorization certificate		

	(Mandatory in case of Distributor/Dealer/Authorised channel Partner/Business Associate)		
9	PAN of Firm/Company		
10	GST No. of Firm/Company alongwith latest GST returns		
11	Registration No.		
12	Complete Address/details of Service Centres 1. At Srinagar 2. At Jammu		
13	Details/No. of Service Engineers/Coordinators/Technicians		
14	List of orders successfully completed in last five years in support for proof of experience (Attach orders along with satisfactory report from the clients.)		
15	Copies of Balance sheet/Profit & Loss/Income-Expenditure statement for last three financial years (i.e. 2022-23, 2023-24 and 2024-25)		
16	Average Annual Turnover Certificate issued by CA (Chartered Accountant) for each of the last three financial years ending on 31/03/2025 (i.e. 2022-23, 2023-24 and 2024-25) of the bidder exclusively for Supply of Photocopier machines- should not be less than 12.00 lakhs/per annum for last 3 FY's.		
17	Tax clearance details for last three years i.e. Financial years 2022-23, 2023-24 & 2024-25 / Assessment years 2023-24, 2024-25 & 2025-26 (Income Tax returns to be attached).		

18	Name of Authorised signatory/signatories, if any (Attach Power of attorney issued in favour of Authorised signatory/signatories)		
19	Non-blacklisting undertaking on Bidder's letter Head.		
20	Litigation Certificate issued by Statutory Auditor/Chartered Accountant (certificate to be attached)		
21	EMD details (transfer receipt bearing Tran or UTR No./copy of BG be uploaded as proof)		
22	Tender Fee details (transfer receipt bearing Tran or UTR No. be uploaded as proof)		
23	Profit making declaration on bidder's letter head for last three financial years (2022-23, 2023-24 & 2024-25)		
24	Unconditional Acceptance Letter on bidder's letter head.		
25	Self-attested copy of tender documents		
26	Documentary proof for compliance to Technical specifications and confirmation of claimed consumables yield.		

Note:- Bidders shall attach/upload the necessary documents as proof in support of the details furnished in current Annexure.

ANNEXURE-IV

UNCONDITIONAL ACCEPTANCE LETTER

To be provided on letter head of the Bidder

Deputy General Manager-BSD
J & K Bank Ltd
Corporate Headquarters
M.A.Road, Srinagar, J & K

Sir,

ACCEPTANCE OF TENDER CONDITIONS

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

Yours Faithfully

Signature of the Bidder with seal



Annexure V

Service Level Agreement

This Agreement is executed at Srinagar on this the.....day of2025 (hereinafter referred to as the 'Effective Date') between "The Jammu and Kashmir Bank Ltd", a Banking Company under Indian Companies Act 2013 having its registered and Corporate Office at M A Road, Srinagar Jammu and Kashmir 190001 (Herein after referred to as the Bank, which term or expression shall unless excluded by or repugnant to the subject or context, mean and include its successor (s) in-interest and permitted assignees) of the One Part.

AND

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

Whereas, the Bank being interested in purchase of Photocopier machines for its Offices/branches/financial services, herein after referred to as "concerned site/s" located within the UT of Jammu and Kashmir whenever and wherever required, invited tenders from eligible parties in the field, for Empanelment of vendors for SITC of Photocopier machines vide RFP reference No/.....Dated.....all together here in under referred to as "Tender".

Whereas, the Bank has awarded the contract for SITC of Photocopier machines vide letter No.----- dated-----to company and the Parties herein have agreed to produce in writing the terms and conditions governing the process of SITC of Photocopier Machines in the form of a legally expressible documents hereinafter referred to as "Agreement".

NOW, THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS

- 1) The scope of the work under this agreement is to undertake Supply, Installation, and Testing & Commissioning of Photocopier machines including all accessories as per technical specifications at various Offices/Business Units /financial services of J&K Bank located across UT of J&K.
- 2) That depending upon its requirements at the "concerned site/s" and subject to performance of the products supplied, support services extended and adherence of the terms and conditions by the Company under this Agreement to the satisfaction of the Bank, the orders for the SITC of Photocopier machines shall be placed separately for concerned site/s hereinafter referred to as "Order/s" and such orders shall be treated as part and parcel of this Agreement, terms and conditions remaining the same.



- 3) That the Photocopier machines shall be strictly supplied as per the specifications mentioned in Annexure VI titled “Technical specifications” of this Tender or better specifications, configuration and features due to constant development of the product and technologies as agreed by the Company with the Bank.
- 4) That the Company shall ensure the delivery, installation and the commissioning of the Photocopier machine at the concerned sites within a maximum time limit of 2 weeks from the date of placement of order. Failure to abide by the delivery and commissioning timelines will attract a penalty as per Clause No 11 below.
- 5) That the Company hereby agrees and undertakes that there are no manufacturing defects in the equipment likely to result in direct or indirect loss to the Bank. That the Company will supply the Photocopier machine as detailed in the Annexure V to this tender. In case the performance of Photocopier machines or any of its component is not in conformity with the agreed configuration/technical features, the same shall be treated uniform for all the supplies made and penalty as deemed proper including but not limited to the withholding/ forfeiting of any amount which may be payable to the Company shall be imposed on the Company by the Bank besides taking any legal action as required.
- 6) **Design and Manuals**
 - i) That the Company shall furnish the design diagram and other technical structure of each and every part of the Photocopier machines of all the models and brands purchased by the Bank under this Agreement. The Bank undertakes to keep the information in its strict confidentiality and not to share the same with any third party to the detriment of the Company except its technical staff in case of exigencies. The Company shall also share and keep the Bank updated about the details of periodical changes made in the design and technology of the Photocopier machines.
 - ii) That the Company shall provide User Manuals with each Photocopier machine and same shall be mentioned in the invoices and Material Delivery Challan.

7) **Commercials**

- i) That the total cost of each Photocopier machine is inclusive of all charges such as installation charges, over heads like Packing, Freight, Forwarding, Cooliage, Carriage, Insurance, etc. and all taxes like Excise Duty(ED), Goods & Services tax(GST), entry tax, octroi, etc. Clearance Certificates/ Road Permits if any required from the concerned State Authorities thereof shall be arranged /secured/ obtained by the Company itself. The Bank shall deduct statutory taxes from the proceeds of the payments at source and deposit with the concerned Government Departments.

- ii) That the Company shall draw comprehensive invoices/ bills mentioning the relative Order No & Date placed by the Bank along with Model, Configuration, Technical details and cost of Photocopier and/or any other consumable in accordance with tenders and/or subsequent quotes.
- iii) That the Company shall allow periodical reduction in the costs of Photocopier Machines as a result of any announcement by the concerned authorities / agencies / Photocopier component manufacturers / suppliers and/ or market trends. The revised prices and/or better specification/configuration shall be conveyed in writing and same shall form integral part of this Agreement, other terms and conditions remaining the same. The effective date of the revised prices shall be applicable to all the invoices drawn on /and after that date.

8) Payments

That the Company agrees that subject to all the relative averments contained elsewhere and production of documents as mentioned in this Agreement and the Annexure(s), the amount payable by the Bank to the Company shall be 90% of the order value on successful supply, installation, testing and commissioning of Photocopier machine and remaining 10% on completion of the warranty period or immediately after submission of Bank Guarantee of equivalent amount (i.e. 10% retention amount) valid for the period of warranty. The invoices/ bills shall be raised in the name of concerned Branches / Offices of the Bank for whom the order has been placed.

9) Contract Period

The contract shall be valid for a period of TWO years from the date of award of contract. Said arrangement may be extended at the sole discretion of Bank for such other period/on terms & condition as may be mutually agreed upon by the parties.

The bank reserves right to terminate this agreement at any earlier date by serving 30 days written notice to the company without assigning any reason thereof.

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

10) Warranty

The Photocopier machine or components thereof shall carry comprehensive on-site warranty of 2 years reckoned from the date of successful commissioning of the Photocopier machine. The supplier at his cost will rectify/repair any defect developed during this period, which may include replacement of defective part or even Photocopier.

11) Penalty

- (i) The Company agrees that in case of its failure to abide by any of the relative clauses contained in the Agreement, an amount equivalent to the 1% cost of Photocopier machine for first week, 2% for second week, 3% for third week and onwards subject to a maximum of 10% of the cost, shall be deducted by the Bank from any amount payable to the Company in respect of particular or other orders/ installations. Notwithstanding the imposition of penalty for delay, the Bank reserves the right to cancel the purchase order/s and forfeit/invoke EMD/Performance Guarantee. Besides, the Company shall be bound to compensate any losses incurred by the Bank (to be determined by the Bank).
- (ii) The penalty for the supply of defective equipment detailed in clause 5 above shall be applicable as mentioned there in.
- (iii) Within the warranty period, the company shall ensure a call resolution time of maximum 24 hours from the time of call logging. Failure to resolve the call within the stipulated time on more than two occasions in a year will attract penalty of 10% of the cost of the Photocopier/machine. Besides, penalty up to 10% of the cost of the machine shall be charged if the call remains unresolved beyond 24 hours. The penalty amount so arrived at shall be recovered from the payment/s outstanding from the Bank side in favor of the company against any executed order/s or attract forfeiture/invocation of EMD/performance Guarantee.

12) Spares

The Company shall keep all the spares and after sale service available to the Bank as per its requirements from time to time against reasonable cost, for a period of at least five years from the expiry of warranty of the last Photocopier machine supplied and installed under this Agreement to secure the investment made by the Bank under this Agreement.

13) Training

That the Company shall impart necessary training to the Bank's Staff at all the concerned sites for the operation of Photocopier Machine at the time convenient to the Bank taking into consideration the smooth functioning of the sites/ offices/ branches.

14) Force Majeure

The Company shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligation under this contract is the result of an event of force Majeure. The Company shall continue to perform / render / discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

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

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

15) Arbitration and jurisdiction

All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (whether during the course of execution of the process or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon between the parties after issue of at least 20 days notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the sole arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue and seat of arbitration shall be at Srinagar J&K.

The Company shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the Adjudicator, as the case may be, is obtained.

The award of the arbitrator shall be final, conclusive and binding upon the parties hereto as an award of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. Such award shall be filed in any competent court in Srinagar (J&K).

16) **Amendments:**

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

17) **Notices:**

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

The addresses referred to herein below are:

If for the Bank

If to the Company

- 18) The invalidity or unenforceability of this agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of the agreement in such jurisdiction or the validity, legality or enforceability of this agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.
- 19) This agreement is on principal-to-principal basis between the parties hereto. Nothing contained in this agreement shall be construed or deemed to create any association, partnership, or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties.
- 20) The Company undertakes to keep the J&K Bank indemnified in case of any loss or damage howsoever arising out of or related to breach of contract, statutory duty or negligence by the contractor in his performance of the contract.
- 21) The provisions of this Agreement, which are intended to survive the term of this Agreement by their very nature, shall survive the termination of this agreement. Notwithstanding, the generality of the above, clauses related to indemnity, arbitration and applicable law and jurisdiction shall survive the termination/expiration of this agreement.
- 22) The Agreement shall be deemed to commence from the effective date i.e. ____ and shall continue to be in force for a period of **Two Years** there from, unless terminated

earlier by the bank or unless and until extended for a further period of time on mutually agreed terms and conditions.

- 23) This agreement shall, in all respects, be governed by, and construed in accordance with the Laws of the UT of J&K read with applicable Laws of India. The Courts in Srinagar, India shall have exclusive jurisdiction in relation to this agreement.
- 24) **Termination of Agreement**
- i. Both parties shall use in good faith, all practical means available to them for enforcing the terms of this Contract.
 - ii. The bank reserves right to terminate this agreement at any earlier date by serving 30 days written notice to the company without assigning any reason thereof”.
 - iii. Termination of this Agreement or any other related contract or agreement between the parties shall be without prejudice to the rights and obligations of the parties accrued prior to and including the date of termination of the Agreement.
 - iv. In case of termination of the Agreement, the “Company” shall continue the maintenance services under warranty if any in force at the time of termination for all such Photocopier machines. The Company shall also share the technology, design, circuitry, all the related features and the arrangements for the spares if required by the Bank after termination; which will help the Bank to make alternate arrangements for the maintenance of the Photocopier machine and protect its investment.
- 25) This agreement has been signed in duplicate, each of which shall be deemed to be original.
- 26) In witness whereof the parties hereinabove named have affixed; their signatures unto this Agreement in token of acceptance of the terms and conditions herein contained on the day and date already written above in presence of the Witnesses mentioned below: -

Agreed and signed

On behalf of

The Jammu and Kashmir Bank Ltd,

Name.....

Designation.....

Place.....

Date.....

Agreed and signed

on behalf of

(Company Name)

Name.....

Designation.....

Place.....

Date.....



Witness (1):

Name.....

Designation.....

Place.....

Date.....

Witness(2):

Name.....

Designation.....

Place.....

Date.....

Witness (1):

Name.....

Designation.....

Place.....

Date.....

Witness (2):

Name.....

Designation.....

Place.....

Date.....



Annexure VI

Technical Specifications (for Compliance)

I- Monochrome Photocopier (25 Pages Per Minute)

S.No.	Description	Requirement
1	Functions	Print, Copy, Scan
2	Machine Type	A3 Monochrome Laser multifunctional
3	Warm up time	30 seconds or less
4	First output speed	10 seconds or less
5	Power Consumption	Maximum 2000 watt
6	Power Source AC	230V AC(+/-10%), 50 Hz
7	Memory	Minimum 2GB
8	Continuous Print/Copy speed B/W	25 Pages per minute for A4 size
9	Operating system	Windows© 7/8.1/10/11 Windows© Server 2008/ 2012/2012R2/2016/2019/2022, Mac OS (10.12 or later)
10	Connectivity/Interface	Network: Standard: Ethernet (1000 Base-T/100 Base-TX/10Base-T), Wireless LAN (IEEE802.11 b/g/n)
		Other Standard: USB 2.0 (Type B), USB 2.0- Host, USB 3.0
11	Copier Type	Digital Multifunctional
12	Paper size	A3,A4,A5,B4,B5, etc
13	Copy resolution	600X600 dpi
14	Copy Magnification	Minimum 25% to 400% in 1% Steps
15	Printing resolution	Up to 1200 X 1200 dpi

16	Duplex Printing	Automatic (Standard)
17	Network Printing	Mandatory
18	Paper Capacity (Minimum)	250 sheets X 1 trays & 50-Sheet Bypass Tray- (Second tray optional and shall be supplied on order basis)
19	Counter	Digital
20	Multi-tasking	Should be supported
21	Operation Method	Touch Panel
22	Scan resolution	600 - 600 dpi
22	Scan Speed (A4)	Minimum 25ipm for BW at 600DPI for 1 sided scanning
24	Automatic document feeder paper capacity	Minimum -50 sheets
25	Scan File format	JPEG, TIFF, XPS, PDF, PDF/A-1b, Compact PDF/XPS, etc
26	Duplex Scanning	DADF/ARDF

II- Monochrome Photocopier (50 Pages Per Minute)

S.No.	Description	Requirement
1	Functions	Print, Copy, Scan, fax(optional)
2	Machine type	A3 Monochrome Laser multifunctional
3	Warm up time	30 seconds or less
4	First output speed	4 seconds or less
5	Power Consumption	2000 watt or less
6	Power Source AC	230V AC(+/-10%), 50 Hz
7	Memory	2GB or more
8	HDD	250GB or more
9	Continuous Print/Copy speed B/W	50 pages per minute for A4 size
10	Operating systems	Windows© 7/8.1/10/11 Windows© Server 2008/ 2012/2012R2/2016/2019/2022, Mac OS (10.12 or later)
11	Connectivity/Interface	Network: Standard: Ethernet (1000 Base-T/100 Base-TX/10Base-T), Wireless LAN (IEEE802.11 b/g/n)
		Other Standard: USB 2.0 (Type B), USB 2.0- Host, USB 3.0
12	Copier Type	Digital Multifunctional
13	Paper Sizes	A3, A4, A5, B4,B5, etc
14	Sorter	Electronic Sorter
15	Copy Magnification	Minimum 25% to 400% in 1% Steps
16	Copying resolution	600 X 600 dpi or higher

17	Printing Resolution	Upto 1200X1200 dpi
18	Duplex Printing	Automatic
19	Network Printing	Mandatory
20	Paper Capacity (Minimum)	2 trays of 500 sheets each; 100-Sheet Bypass Tray
21	Counter	Digital
22	Multi-tasking	Should be supported
23	Operation Method	Touch Panel
24	Scan size Original	A3, A4, A5, B4, B5, etc
25	Scan Speed (for Duplex)	Not less than 150 IPM (2-sided scanning)
26	Scan resolution	600 - 600 dpi
27	Automatic document feeder paper capacity	Minimum -100 sheets
28	File format	JPEG, TIFF, PDF (Compact, PDF/A-1b, Apply Policy, Encrypted, Device Signature), XPS(Compact, Device signature), etc
29	Duplex Scanning	Single Pass DADF/SPDF

III- Colour Photocopier (25 Pages Per Minute)

S.No.	Description	Requirement
1	Functions	Print, Copy, Scan, fax(optional)
2	Machine type	A3 Colour laser multifunctional
3	Warm up time (From Power On)	30 seconds or less
4	Copy speed	Less than 10 seconds (both for BW/CL)
5	Power Consumption	Maximum 2000 watt
6	Power Source AC	230V AC(+/-10%), 50 Hz
7	Memory	Minimum 2 GB
8	Continuous Print/Copy speed (BW/CL)	25 Pages per minute for A4 size
9	Operating system	Windows© 7/8.1/10/11 Windows© Server 2008/ 2012/2012R2/2016/2019/2022, Mac OS (10.12 or later)
10	Connectivity/Interface	Network: Standard: Ethernet (1000 Base-T/100 Base-TX/10Base-T), Wireless LAN (IEEE802.11 b/g/n)
		Other Standard: USB 2.0 (Type B), USB 2.0x1 Host, USB 3.0 x1 (Host), USB 2.0x1 (Device)
11	Copier Type	Digital Multifunctional
12	Paper size handling	A3 - A5, B4- B5, etc
13	Copy Magnification	Minimum 25% to 400% in 1% Steps
14	Copying/Scanning Resolution	600X600 dpi
15	Printing Resolution	Up to 1200X1200dpi

16	Duplex Printing	Automatic (Standard)
17	Network Printing	Mandatory
18	Paper Capacity (Minimum)	500 sheets X 2 tray; 50-Sheet Bypass Tray
19	Counter	Digital
20	Multi-tasking	Should be supported
21	Operation Method	Touch Panel
22	Scan size	A3 - A5, B4- B5, etc
23	Scan Speed (BW/CL)	Not less than 50 IPM at (300dpi) for single side scanning
24	Scan resolution	600 - 600 dpi
25	File format	JPEG, TIFF, XPS, PDF, PDF/A-1b, Compact PDF/XPS
26	Duplex Automatic Document feeder (DADF)/Automatic reverse document feeder(ARDF)	DADF/ARDF
27	Automatic document feeder paper capacity	50 sheets minimum

IV- Mandatory Requirement of Accessories, Spares & Maintenance Kit for all the variants from I to III

1	Accessories	The selected vendor shall provide following accessories free of cost with each machine:- . AC Power Cable . Network Printer cable/USB -min 5 meter long
2.	Spares	Availability of spare parts and after sale services for at least 5 years from the date of expiry of warranty period of last photocopier delivered under this agreement.
3.	Maintenance Kit	The selected vendor shall provide recommended maintenance kit with each machine free of cost.

Annexure-VII

Price Bid/Financial Bid				
S. No.	Specifications	Category	Make & Model	Price (In Rs.)
1	A) Monochrome Photocopier machine having Copy/Print speed of minimum 25 Pages per minute with Duplex printing, ARDF/DADF and networking - Technical specifications prescribed in Annexure VI (I)	Priority		
	B) Consumable cost for machine given at 1A for copy count of 5.00lakh copies of A4 size only (Break-up to be provided in the table marked Supplementary 1st appended below)			
	Total of 1 (A+B)			
2	A) Monochrome Photocopier machine having Copy/Print speed of minimum 50 Pages per minute with Duplex printing, single pass ARDF/DADF and networking - Technical specifications prescribed in Annexure VI (II)	Non-Priority		
	B) Consumable cost for machine given at 2A for copy count of 20.00lakh copies of A4 size only (Break-up to be provided in the table marked Supplementary 1st appended below)			
	Total of 2 (A+B)			
3	A) Color Photocopier machine having Copy/Print speed of minimum 20 Pages per minute with Duplex printing, ARDF/DADF and networking - Technical specifications prescribed in Annexure VI (III) .	Non-Priority		
	B) Consumable cost for machine given at 3A for copy count of 5.00lakh copies of A4 size only (Break-up to be provided in table marked Supplementary 2nd appended below)			
	Total of 3 (A+B)			

Table-'Supplementary 1st'			
S.No.	Particulars	Monochrome Photocopier machine having Copy/Print speed of minimum 25 Pages per minute with Duplex printing, ARDF/DADF and networking	Monochrome Photocopier machine having Copy/Print speed of minimum 50 Pages per minute with Duplex printing, single pass ARDF/DADF and networking
1	Copy Count/Print Count given against each machine for which the Cost of Consumables needs to be provided (for A4 size only)	5 lakh copies	20 lakh copies
2	Price of Toner per unit (in Rs.)		
3	No. of Toners required for copy count given in Row 1		
4	Price of Drum Cylinder per Unit (in Rs.)		
5	No. of Drum cylinder required for copy count given in Row 1		
6	Price of Developer per Unit (in Rs.)		
7	No. of Developers required for copy count given in Row 1		
8	Price of any other consumable/s required per unit (in Rs.)		
9	No. of units of other consumable/s as per price quoted at S.No.8 for copy count given in Row 1		
	Total Amount for Consumables = $\{(2 \times 3) + (4 \times 5) + (6 \times 7) + (8 \times 9)\}$		

Table- 'Supplementary 2nd'					
S.No	Particulars	Color			
		Black	Cyan	Magenta	Yellow
1	Price of toner per unit in Rs. (Color wise)				
2	No. of units of toners (Color wise) required for copy count of 5.00lakh copies				
3	Price of drum cylinder per unit in Rs.(Color wise)				
4	No. of units of Drum Cylinders (Color wise) required for copy count of 5.00lakh copies				
5	Price of any other Consumable required per unit in Rs. (color wise)				
6	No. of units of any other consumables required for copy count of 5.00lakh copies				
Total (1x2+3x4+5x6)					
Grand Total of Black + Cyan+ Magenta + Yellow					

Table- "Supplementary 3rd"		
S.No.	Particulars	Price (In Rs.)
1	Additional paper tray for 25ppm variant Monochrome Photocopier (appearing under S.No. I of Annexure VI) having paper capacity of 250 sheets & above	
	Total Amount	

Note:-

1. The bidder shall provide break-up of consumables cost (i.e. Toner, Drum Cylinder, Developer, etc.) quoted for specified No. of copies for each variant in the Price Bid separately in the supplementary tables marked 'Supplementary 1st' for monochrome machines & 'Supplementary 2nd' for color machines.
2. Consumables mentioned in the supplementary tables are only indicative but not exhaustive. The bidder shall provide the details of such consumable/s not explicitly mentioned in the said tables but required in normal operations of the Photocopier Machines on regular basis in the rows specifically earmarked for **other consumable/s**. Furthermore, any consumable not required by any of the brands/machines shall be filled in with '**NA**' option at the time of filling of supplementary tables I & II by the bidder.
3. The prices of the consumables/spares quoted by the bidder should be for genuine consumables/spares of company made only.
4. **The prices quoted by the bidder for Photocopier machines and Consumables/Spares shall remain valid for the entire contract period of 2 years.**
5. The bidder shall quote the price for PCU (Photo Conduction Unit) in place of drum cylinder for the Machines/Brands requiring change of PCU or complete Drum Cylinder Unit instead of drum cylinder only as routine change of consumables in the supplementary tables marked Supplementary 1st & Supplementary 2nd while providing break-up of consumable/s cost.
6. Toner yield, drum cylinder (or PCU) yield, etc. (in terms of No. of copies/Print outs of A4 size with standard coverage area) arrived at by this office from the evaluation of data/information given in supplementary tables by the bidder should be in conformity with the Company's/Manufacturer's Brochures or Manuals. Documentary proof like Brochures, Manuals or direct certification from OEM (or equivalent) to be furnished in support. Any mismatch/deviation in claimed consumables yield with regard to documentary evidence furnished shall lead to cancellation of the bid.

7. The final selection of the vendor/agency shall be based on the lowest cost quoted by the bidder in the financial bid/reverse auction for **each item (each variant)** and the same shall include the cost of consumables for specified No. of copies/print-outs in addition to the machine cost quoted in the price bid.
8. Estimated cost of the RFP/tender shall only include cost of the photocopier machines to be provided under this RFP/tender and shall not in any case include the cost of consumables. However, for the sake of arriving at the average copy/print out cost per copy, information regarding the same has been sought in the form of supplementary tables. Furthermore, the copy count figure used in the price bid is only indicative and has no relation at all with actual life of the machine.
9. The bidder shall quote the price for supply & installation of additional paper tray (having paper capacity of minimum 250 sheets) for the Photocopier machine given at S.No.1 of Annexure VII in table labelled “Supplementary 3rd”. Such trays, in case of requirement, shall be ordered separately by the Bank.
10. The prices quoted by the bidder are F.O.R site and shall be inclusive of all taxes (including GST), freight, colliage, carriage, etc.



ANNEXURE VIII

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

Ref: Bank Guarantee # Date

To,

Deputy General Manager,

Business Support Division

J&K Bank Corporate Headquarters,

M A Road Srinagar, 190001 Kashmir (India)

Dear Sir,

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

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

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

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

Notwithstanding anything contained hereinabove:

(i) Our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees _____);

(ii) This Bank Guarantee shall be valid upto _____ and claim period shall be one year after the expiry of validity period i.e _____;

(iii) We are liable to pay the guaranteed amount or any part thereof only and only if you serve upon us a written claim or demand for invoking the Bank Guarantee by or before the expiry of claim period i.e., upto_____.

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 IX

Undertaking for Non-Blacklisting

To be provided on letter head of the Bidder

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

Sir,

Reg: SITC of Photocopiers

We M/s _____, a company/firm with its headquarters/Registered Office at _____ do hereby confirm that we have not been blacklisted/ debarred by any Government / Government agency / Banks / Financial Institutions or any other organisation in India.

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

Yours faithfully,

Name of Signatory:

Signature of Authorized Signatory

Date:

Place:



ANNEXURE X

Litigation Certificate

Reg: SITC of Photocopiers

To be provided by Chartered Accountant/Auditor

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

Date: _____ Place: _____

Signature of CA/Auditor

Name of CA/Auditor:

Designation:

Seal of Company

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

