



## ***Online Tender Document***

***For***

***Inviting Offers for engagement of Vendors for supply of  
Housekeeping Consumable items, at Corporate Headquarters,  
M.A Road, Srinagar Kashmir.***

e-NIT- Ref No:JKB/CHQ/BSD/HK-Consumables-Sgr/2025-1502  
Dated :25-08-2025

Issued by:  
J&K Bank Ltd.  
Premises Section,  
Business Support Division,  
Corporate Headquarters,  
M. A. Road Srinagar, 190001 J&K

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The Jammu & Kashmir Bank invites bids for empanelment of supplier /vendor for “Supply of housekeeping consumable items on rate contract” as detailed below in accordance with enclosed tender document.

1. The salient terms & conditions of the bid are stated below:

e-RFP-Ref No:	JKB/CHQ/BSD/HK-Consumables-Sgr/2025-1502 Dated :25-08-2025
Description	Empanelment of vendor for supply of housekeeping consumable items for J&K Bank on rate contract.
Mode of Tender	Open tender (Rate Contract)
Type of Bid	Two Stage Bidding System – Technical Bid & Financial/Price Bid.
Tender Processing Fee	₹ 500.00 to be Credited through NEFT only vide below details:  <b>Account Name: Tender Fee/Cost Account</b> <b>16-digit Account No : 9931530300000001</b> <b>IFSC Code: JAKA0HRDCHQ(0 denotes zero)</b> <b>Bank: The J&amp;K Bank Ltd</b> <b>Branch: Corporate Headquarters</b> <b>MA Road Srinagar J&amp;K – 190001</b>
EMD (no exemption)	₹ 18,000.00  To be deposited to below detailed A/C through NEFT/RTGS/Bank Transfer only:  <b>Account Name: Earnest Money Deposit (EMD).</b>  <b>16-digit Account No: 99310706900000001</b>  <b>IFSC Code: JAKA0HRDCHQ (0 denotes zero)</b>  <b>Bank Name: Jammu &amp; Kashmir Bank</b>  <b>Branch: Corporate Headquarters, MA Road Srinagar, J&amp;K – 190001</b>  UTR Number & Date / Tran No. & Date may be uploaded on e-Tendering Portal as Proof of EMD.  EMD in the form of CDR/Bank Guarantee (BG) favoring General Manager (BSD) J&K Bank of the Nationalized / Commercial Banks can also be accepted.
Bid Document Availability including changes/amendments, if any to be issued	NIT is available on and can be submitted on Bank's e-Tendering Services Provider's Portal <a href="https://jkbank.abcprocure.com/">https://jkbank.abcprocure.com/</a> from <b>August 26, 2025 16.00 Hrs.</b> <b>September 06, 2025 17.00 Hrs.</b>
Last Date for Pre-Bid Queries & submission Mode	All Clarifications/Queries shall be raised online only through e-Tendering Portal <a href="https://jkbank.abcprocure.com/">https://jkbank.abcprocure.com/</a> by or <b>before August 30 ,2025</b>
Pre-bid Queries Response date	All communications regarding points / queries requiring

	clarifications shall be given online through prescribed e-Tendering Portal on <b>September 04, 2025</b>										
<b>Last Date of Submission of EOI Bid</b>	<b>September 06, 2025 17.00 Hrs.</b>										
<b>Validity of Price bid</b>	<b>120 days from last day of submission of bid.</b>										
<b>Period of Contract</b>	<b>Nine Months from the date of Empanelment and extendable further with the same terms and conditions at discretion of Bank.</b>										
<b>For e-Tender related Queries</b>	<p><b><u>Service Provider:</u></b> M/s. E-procurement Technologies Limited ( Auction Tiger ) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat</p> <p><b><u>Help Desk:</u></b></p> <table> <tr> <th>Sr. No</th><th>Name</th></tr> <tr> <td>1</td><td>Sandhya Vekariya – 6352631968</td></tr> <tr> <td>2</td><td>Suraj Gupta – 6352632310</td></tr> <tr> <td>3</td><td>Ijlalaeahmad Pathan – 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	Ijlalaeahmad Pathan – 6352631902	4	Imran Sodagar - 9328931942
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### **DISCLAIMER:**

The information contained in this Tender document or any information provided subsequently to bidder(s) whether verbally or in documentary form/email by or on behalf of the J&K Bank is provided to the bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided. This Tender document is neither an agreement nor an offer and is only an invitation by the J&K Bank to the interested parties for submission of bids. The purpose of this Tender Document is to provide the bidder(s) with information to assist the formulation of their proposals. While effort has been made to include all information and requirements of the Bank with respect to the solution requested, this Tender document does not claim to include all the information each bidder may require. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and wherever necessary obtain independent advices/clarifications. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender document. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document. The Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this Tender document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on it.

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 Tender document. The Bidder is expected to examine all instructions, forms, terms and specifications in this Tender document. Failure to furnish all information required under this Tender document or to submit a Bid not substantially responsive to this Tender document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The issuance of this Tender document 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, for the Project 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 Bidder as defined in this Tender document.

### **SALIENT POINTS:**

Bids (tenders) are invited for empanelment of Vendor for Supply of housekeeping consumable items to J&K Bank Corporate Headquarters M.A Road Srinagar for a period of **Nine Months** subject to review on quarterly basis and shall be extendable for further period as decided by the Bank. The decision of the Bank in this regard shall be final. Bids will be accepted from reputed & genuine manufacturers/dealers/suppliers/Authorised Distributor/importers only.

**The salient features of the tender are as under:**

1. Earnest Money Deposit (Refundable) of ₹ 18,000.00: The EMD of successful bidder shall be discharged after submission of performance security or shall be adjusted against Performance guarantee to be worked out at 5% of Gross Value of project.
2. Validity of Offer: The Offer shall be valid for 120 days from the last date of submission of the bid and if offered rates and items are accepted for Rate Contract, the same will remain valid for the entire period of Rate Contract. i.e., The Rate Contract will be valid for **Nine Months** from the date of issue of Rate Contract. It may be further extended upon mutual consent, for further period, if deemed required.
3. The award of the Rate contract is not linked with the procurement style opted by the Bank during the entire period of rate contract. Any item under the rate contract may be procured through GEM/Other methods of procurement as per GFR. Modality of procurement and inventory management of any item may be changed at any point of time.
4. EXPERIENCE AND TURN OVER (Technical Bid Parameters):
  - a. The Bidder should necessarily have an establishment in Kashmir Region.
  - b. The Bidder should be GST Registered and should be an income tax payee.
  - c. The Bidder should have experience of at least one year for supply of Housekeeping consumable to a Hospital / Bank / Hotel / Registered Housekeeping Company / Government / Semi-Government Organisation or any other reputed Private Organisation. Proof of supply orders executed in the form Certificate / Supply Order Copies / Invoices is to be submitted.
  - d. The Bidder should not have been blacklisted / debarred by any Government / Semi Government Authority at any period of time.
  - e. Bidders should have minimum average turnover of **₹ 10.00 Lacs** from supply of Housekeeping / Other Consumables for past three years.
5. Performance Guarantee / Security: The Performance Guarantee / Security should be in the form of Bank Guarantee / CDR / Fixed Deposit receipt from a scheduled Bank. Those vendors who have been identified for the purpose of Rate Contract will be required to deposit the performance security of **₹ 45,000.00 (Forty Five Thousand Only)** within 15 Days after accepting the Rate Contract and, in case of BG, it should be valid for a period of 12 months from the date of award of Rate Contract.

**SPECIAL TERMS & CONDITIONS OF THIS TENDER:**

Financial Bid enclosed with the tender document must be filled carefully. The Financial bid is the list of items which shall be procured on Rate Contract by the Bank. However the quantity / number may vary as per requirement of the Bank.

The vendor shall have to provide each item proposed to be supplied to J&K Bank as per brands and specifications of the products given.

Only bidders bidding for all the items mentioned in Financial Bid shall be considered eligible for commercial evaluation. Bidders have to submit undertaking to this effect as per annexure.

- a) Rates should be quoted for the quantity given in financial bid and **NOT** per one pack, one number/pair, one litre etc.
- b) Rates quoted should be inclusive of all taxes and GST against each item of Financial Bid.
- c) The price quoted by the bidder should not exceed the controlled price, if any, fixed by the Central / State Government and the Maximum Retail Price (MRP) of the item.
- d) The quoted rates should be F.O.R (freight on road), insurance, cartage, labour charges etc. on Door Delivery basis at J&K Bank Corporate Headquarters M.A. Road Srinagar or as per the instructions of Bank.
- e) Specifications of the quoted item should be the same as per the details given in the tender.(Quantitative and Qualitative)
- f) Any plea for clerical / typographical error etc. would not be accepted. No Correspondence will be entertained after opening of Financial Bid.
- g) Conditional bid would not be entertained.
- h) A rational balance of quality, quantity and cost of the product offered / quoted by the firms, which meet the eligibility criteria, shall be the sole basis of awarding the contract.
- i) The store offered should have 75% of remaining shelf life in case of products manufactured in India and 60% remaining shelf life in case of imported products.
- j) Supply of material covered under this rate contract will ordinarily be made available on the basis of written Supply Order / Requisition with terms and conditions as enumerated therein.
- k) If any consumable is no longer available in market/manufactured by the company, the bidder shall provide equivalent consumable product of same / better quality to the Bank. The acceptance of same shall be subjected to approval of Bank.
- l) *Liquidated Damages:* If the supplier fail to deliver and place any or all the item or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted. Alternately, J&K Bank will procure the item and charge the differential value on the Bidder, if any.
- m) Bidder should uphold good business practices.

- n) Efforts have been made to avoid duplication in the list of items tendered. However, in case of any identical / similar products / items tendered in duplicate intentionally or unintentionally, the financial bid will be designed accordingly.
- o) Delivery of goods shall be made by the supplier within 03-05 days of placing of purchase order, however, in case of emergent requirement he has to supply the required quantity of goods within 24 hours of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 2-4 hours.
- p) The frequency of placing orders for consumables shall be ordinarily on Monthly / Quarterly Basis. However, in case situations may arise wherein orders will need to be supplied on requisition basis. Therefore the vendor/supplier is expected to keep sufficient stock.

### **INSTRUCTIONS TO BIDDERS:**

1. Rate contract items will be usually purchased on Monthly / Quarterly Basis / or as and when required by the Bank.
2. The bidders shall quote rate for the quantity given under **TOTAL QUANTITY “Q”** Column in Financial Bid.
3. The Quantity given in financial bid at “Q” is assessed for **One Month Only**.
4. Tender Documents can be viewed and downloaded from the official website of the Bank, [www.Jkbank.net](http://www.Jkbank.net).
5. Preparation Of Bids:
  - Bidder should take into account any corrigendum published on the tender document before submitting their bids.
  - Bidders should go through the tender document carefully to understand the documents required to be submitted as part of the bid.
6. Submission Of Bids:
  - The bidders are required to submit soft copies of their bids electronically on the Banks e-procurement Portal. (<http://eauction.auctiontiger.net>).
  - More information useful for submitting online bids on the Portal may be obtained at: <http://jkbank.abcpurchase.com>
7. Assistance to Bidders: Any queries related to the tender document and the terms and conditions contained therein should be addressed to [premises.estate@jkbmail.com](mailto:premises.estate@jkbmail.com).
8. Eligible Bidders: Bidders shall, as part of their bid, submit a written **Power of Attorney** Authorizing the signatory of the bid to bind the bidder.
9. Language of Bid: The bid prepared by the bidder as well as all correspondences / drawings and documents relating to the bid exchanged by bidder and the Bank shall be written in English language.
10. Other Instructions & Informations:



- At any time prior to the bid due date, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addendum.
- Any addendum thus issued shall be part of the Bidding Documents pursuant and shall be notified on [www.jkbank.net.com](http://www.jkbank.net.com) or through mail correspondence.
- The Bank may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

**11. Late Bids:** Any bid received by the Bank after the deadline for submission of bid shall be summarily rejected.

### **AWARD CRITERIA:**

1. After the Technical Bid, Financial Bids of qualified bidders will be evaluated for each of the items proposed to be supplied.
2. The bidder quoting the lowest aggregate price of all the consumables items following commercial evaluation shall be regarded as successful L1 Bidder.
3. Post opening of financial bids, Bank reserves right to conduct reverse auction, if 2 or more bidders are technically eligible for commercial evaluation.
4. The Successful bidder shall have to deposit performance security of **₹ 45,000.00 (Forty Five Thousand Only)** and enter into a Service Level Agreement with Jammu & Kashmir Bank for supply of respective items.

#### **A) Bank's Right to accept any bid and to reject any or all bids.**

The Jammu & Kashmir Bank reserves the right to accept or reject any bid, and to 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 obligations to inform the affected bidder or bidders of the ground for the Bank's action.

#### **B) Inspection, Testing & Expediting:**

Bank or its authorized officials shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 15 days. The consignee shall be authorised to recover the freight and other charges from the supplier for disposal of rejected materials. Besides the payment for rejected materials shall not be released.

#### **C) Payment terms:**

After receipt and acceptance of material by Bank, supplier shall submit bills. The bills will be verified by the department / concerned official etc. 100% Payment will be released within 15 days after submission/verification of proper GST invoices/bills.

### **CORRUPT OR FRAUDULENT PRACTICES:**

The Jammu & Kashmir Bank requires that Bidders / Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance, the Bank defines, for the purposes of this provision, the terms set forth below as follows:

- a) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition;
- c) The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the bank determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

### **OTHER TERMS AND CONDITIONS:**

- 1. Even though bidders may satisfy the above requirements, they may be disqualified if they have:
  - a) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures / weaknesses.
  - b) If confidential inquiry reveals facts contrary to the information provided by the bidder.
  - c) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
- 2. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding documents.
- 3. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.
- 4. The bidder is required to fill up the entire format as provided in the relevant Annexures of the tender document.
- 5. At any time prior to the deadline for submission of bids, the J&K Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by a written amendment.

6. The bid prepared by the Bidder, as well as all correspondence and documents shall be written in English language.
7. Prices shall be quoted in Indian Rupees only.
8. *Opening and Evaluation of Bids:*
  - a) The Jammu & Kashmir Bank will open all bids on the appointed date and time.
  - b) Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.
  - c) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected.
9. All certificates and documents (including any clarifications sought and any subsequent correspondences) shall be furnished and signed by Proprietor / Owner / Managing Partner / Director or authorized representative.
10. It will be the sole responsibility of the bidder alone to execute the entire contract on its award. No subcontracting, in any form will be permitted.
11. The bidder must obtain for himself on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filing the tender and for entering into a contract for the execution of the same and acquaint himself with all local laws, regulations and practice.
12. The Courts at Srinagar will have exclusive jurisdiction to determine any proceeding in relation to this contract.
13. The Bidder shall not assign or outsource the works undertaken by them under this tender document without the written consent of the Bank.
14. The successful bidder shall indemnify and keep Jammu & Kashmir Bank, its officers, directors, employees indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the firm or its staff, agents or subcontractors in relation to the performance or otherwise of the Services to be provided under this Tender document.
15. Each Bidder having responded to this Tender Document acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this Tender 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 Tender document.
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 Jammu & Kashmir Bank, will be borne entirely and exclusively by the Bidder.
17. No binding legal relationship will exist between any of the Bidders and Jammu & Kashmir Bank until execution of a contractual agreement.

**FALL CLAUSE:**

If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the Bank, to any Government Organization (Central / State Government Hospital / Institute etc.) at a fixed price lower than the price chargeable under the rate contract of the Bank, He / She shall mandatorily notify any such reduction in MRP or Sale Price or offer of sale to the Bank within a week of the earliest date of such a reduction in price. The price payable under contract with the Bank will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than a week) in such a notification the difference in cost will be recovered and Bank shall have the right to impose penalty such as forfeiture of Performance Security, cancellation of Rate Contract or possible removal of name from list of suppliers (any or all of the above). If such information comes to the notice of Bank Authority from other sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.

**LATE DELIVERY CLAUSE - PENALTY:**

If the suppliers fails to deliver and place any or all the Equipment / Item or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted. Bank reserves right to obtain supply at prevalent market rates, and the rate differential shall be made good from the vendor's bill, which shall necessarily have to be recouped by the Vendor.

**Information required on challan & bills:**

The Delivery Challan must show a stamp of vendor bear the following information:

- a) Name of the item as, it is mentioned in Rate contract/ supply order.
- b) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand if any).
- c) Size of the item.
- d) Supply Order no. and Date.
- e) Date of manufacturing.
- f) Date of expiry.
- g) Batch number.
- h) Quantity of each item (in unit)
- i) Sale Price.

### **FORCE MAJEURE:**

The 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 supplier and not involving the suppliers fault or negligence and not foreseeable. Such events may be due to but are not restricted to wars, riots, earthquakes, fire, epidemic, quarantine restrictions, any act of God, act of Govt. of India, trade embargos, or any other such cause, which is beyond the reasonable control of the party.

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

Notwithstanding above, the decision of the Bank shall be final and binding on the supplier regarding termination of contract or otherwise.

### **TERMINATION OF CONTRACT:**

1. The Bank shall be at liberty to terminate the contract by issuing one month’s notice to the contractor without assigning any reason whatsoever. Bank shall not entertain any claim compensation by Contractor for such termination of Contract.
2. The Bank, without prejudice to any other remedy for breach of Contract, by giving one month written notice to the Contractor, may terminate this Contract in whole or in part, if the Contractor fails to perform any obligation(s) under the Contract. In this case the Bidder/ Contractor shall be liable to compensate for any loss suffered by the Bank due to such termination.
3. The Bank may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.
4. In case of the Termination of the Contract, the Performance Security submitted by the Contractor shall be en-cashed by the Purchaser.
5. In case of any document found fake / forged / manipulated, the Bank shall be at liberty to cancel / terminate the contract during the evaluation or even after allotment of contract without giving any reasons thereof.

6. The Bank may terminate the contract with immediate effect in case of supply of defective goods not confirming to given brands, etc. The decision of the Bank with regard to the quality of the goods shall be final and binding.

**Exclusive Right:** Bank reserves the right to:

- (i) Reject any or all proposals received in response to the Tender Document without giving any reason whatsoever.
- (ii) Reject the proposals received in response to the Tender Document containing any deviation
- (iii) Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- (iv) Extend the time for submission of proposal.
- (v) Modify the Tender Document, by an amendment that would be notified on the Bank's website; and
- (vi) To independently ascertain information from the Banks and other institutions/ companies to which the bidder has already extended services for similar assignment.

**ACKNOWLEDGEMENT:**

The Bidder acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which supply of housekeeping consumable items including transportation at Jammu & Kashmir Bank Corporate Headquarter M.A. Road Srinagar, Kashmir is to be done as per the terms, clauses and conditions, specifications and other details of the contract. The Bidder shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to in the contract or to evading any of his obligations under the contract.

**UNDERTAKING:**

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We shall supply the items of requisite quality and quantity at rate freezed in timely manner.
3. I/We also confirm that in the event of my / our tender being accepted, I/we hereby undertake to furnish within 10 days, Bank Guarantee / Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by J&K Bank in addition to execution of a Contract as pre-condition for obtaining the supply orders.
4. I/We further undertake that none of the Proprietor / Partners / Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings.
5. I/We further undertake to report to the J&K Bank immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor / Partners / Directors are Proprietor or Partner or Director of such a firm which is banned / suspended in future during the currency of the Contract with you.
6. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

**ANNEXURE - I**

Acceptance of Term and conditions of Rate Contract

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

To,  
The Deputy General Manager,  
J&K Bank, M.A Road,  
Srinagar

Date: --/08/2025

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: \_\_\_\_\_

Dear Sir,

I/We have downloaded / obtained the tender document(s) for the above mentioned "Tender / Work" from the website(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

1. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.
2. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
3. I/We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.
4. I/We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department / organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
5. I/We undertake to keep Jammu & Kashmir Bank Ltd, indemnified at all points of time during the term of contract.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)





**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To,  
The Deputy General Manager,  
J&K Bank, M.A Road,  
Srinagar, J&K UT

Whereas ..... (Name and Address of the Contractor)  
(Hereinafter called “the supplier”) has undertaken, in pursuance of Contract No. ....  
dated XX/XX/2025 to perform the work) (herein after called “the Hire contract”).

AND

Whereas it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND

Whereas we have agreed to give the Supplier such a bank guarantee:

Now therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without avail or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

*“Notwithstanding anything contained hereinabove;*

*This Bank guarantee shall be valid up-to \_\_\_\_\_ and the liability under this Bank guarantee shall in no case exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) and any claim under this Bank Guarantee must be made on the Bank by or before \_\_\_\_\_.*

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

(Bank’s common seal)

Date:

**TECHNICAL BID (Part - 1)**

Documents / Details to be submitted:

S. No.	Particulars	To be filled by the Tenderer (give details with proof)
1	Name and address of bidder	
2	Name of the Head of the Organization / Managing Director	
3	Telephone No. / Fax No. / Email address	
4	Legal Status (Attach copies of original document defining the legal status / undertaking on original letter head) a) Public Ltd. / Govt. / PSU: b) Pvt. Ltd. c) Firm / Private Society / Trust d) Partnership: e) Sole Proprietorship/Single Person.	
5	Year of Establishment	
6	Activities / Services Offered	
7	Particulars of Registration with various Government bodies & Statutory Tax Authorities (attach attested photocopy). 1. Registration Number: 2. Organization/Place of registration: 3. Date of validity:	
8	PAN (to be enclosed copy)	
9	Were you or your Company / Organization ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reason for not completing the work.	
10	Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reason for not completing the work.	
11	Undertaking regarding Blacklisting/debarment Status of Bidder	
12	Bid Securing Declaration	
13	No Conflict of Interest	
14	Integrity pact	
15	Turnover of supplying consumables certified by Chartered Accountant (CA)	

**TECHNICAL BID (Part - 2)**

**Pre-qualification criteria (Please respond in Yes or No):** In case you do not fulfil any of the conditions, please specify:

S. No.	ITEM	Say Yes / No
1	Registration: The bidder should be Income tax filer and should be registered with GST Department.	
2	Earnest Money Deposit of ₹ 18,000.00.	
3	The Bidder should necessarily have an establishment in Kashmir (Please give an address proof on the letter head of the organization).	
4	The Bidder should have the experience of supplying Housekeeping Consumable to a Bank / Hospital / Government / Semi-Government organisations. (Proof of supply orders executed in the form certificate/supply order copies/invoices to be attached).	
5	The Bidder should not have been blacklisted / debarred by any government authority at any period of time. (Undertaking).	

**Note:** Attach additional sheets, if necessary.

(Signature of the Bidder with Seal)

Date:

**FINANCIAL BID**

Housekeeping Material / Consumables						
S. No.	Name of the item	Brand Name	Packing / Dimension	Specification / Model	TOTAL MONTHLY QUANTITY "Q"	Total Amount for given quantity at "Q"
1	Multipurpose Hard Surface Cleaner	Diversey	5 litre	Taski R2	4 Canes	
2	Toilet Bowl Cleaner	Diversey	5 litre	Taski R6	4 Canes	
3	Wood Polish	Diversey	5 litre	Taski R4	1 Cane	
4	Carpet Shampoo	Diversey	5 litre	Taski TR101	1 Cane	
5	Liquid Soap Hand Wash	Diversey	5 litre	Soft care Premium blossom	22 Canes	
6	Liquid Soap Hand Wash	Diversey	750 ml refill pack	Soft care Premium blossom	43 Refills	
7	Leather & Vinyl Polish	Waxpol	100 ml bottle	Vinyl & Leather	5 Bottles	
8	Washing Powder	Surf excel /Ariel	80 grams pouch	Easy wash/ perfect wash	140 pouches	
9	White Phenyl	Alpha/Cobra	1 litre bottle	Deodorant floor cleaner	25 bottles	
10	Naphthalene balls	Flora	100 gm pouch	Ultra White	1400 grams	
11	Face Tissue Box	Paseo/Petals	2 Ply 100 Pulls (18cm x20cm)	Paseo smart/ Petals Shine	280 boxes	
12	Feather brush for cobwebs	Rainbow	26"x 4"	multicolour	5 pcs	
13	Floor duster	Any Standard brand	36"x36"	Heavy duty Cotton	40 pcs	
14	Check duster	Any Standard brand	30"x30" (700gms per dozen)	Heavy duty Cotton	72 pcs	
15	Glass duster	Any Standard brand	18"x18"	Yellow colour Cotton	72 pcs	
16	Wet Mop with Rod	Unique/Diversey	Easy fit cotton mop (Plastic)/ Diversey Crew	CM11/Diversey Crew	5 pcs	
17	Wet Mop refill	Unique	30cm	CM11/Diversey Crew	5 pcs	
18	Dry Mop (White)	Unique	18" set	F041 dust control	5 pcs	
19	Dry mop refill (White)	Unique	18"	F041 dust control	5 pcs	
20	Commercial Floor Wiper	Unique	18"	Unique Action - H045	5 pcs	
21	Fly & Mosquito killer spray	Hit/Baygon	200 ml	Any fragrance	30 pcs	
22	Scrub Pad	Shagun	5 Pc set (15cm x 10 cm)	S-119	16 sets	

23	Garbage bag roll	Go green	19"x21"	dustbin liners/trash bags	20 rolls	
24	Garbage Bags	Any Standard brand	(32"x42")	Biodegradable - 75 microns and above	150 kgs	
25	Air freshener room Spray	Odonil/Godrej	220 ml	All fragrances	50 pcs	
26	Multifold Tissue (M Fold)	Paseo/Petals/O rigami	23cm x21 cm	125 pulls or above	280 packets	
27	Toilet Roll	Paseo/Petals	200 pulls 2 ply	Paseo smart/Petals	100 rolls	
28	Red Pad (For Scrubbing Machine)	Diversey /3M	17 inches	Red colour	1 pad	
29	White Pad (For Scrubbing Machine)	Diversey /3M	17 inches	White Colour	1 pad	
30	Sanitary/Urinal Cubes	Flora	300 gm box	multicolour	15 boxes	
31	Rat Kill Cake	Mortein/Baygon	100 gram pack	Powergard	5 packets	
32	Airpocket Bathroom Airfreshner	Godrej aer/Odonil	50gram pouch	All fragrances	15 pouches	
33	Harpic Hygienic toilet cleaner(hanging)	Harpic	26 grams pack	Hygiene Rim Block	10 packets	
34	Long Handle Broom	Any Standard Brand	Standard	Standard	5 pcs	
35	Dustpan with Brush	Shagun/Unique	Standard	Standard	5 pcs	
36	Toilet Brush with Stand	Shagun/Unique	Standard	Standard	5 pcs	
37	Spray Bottles	Unique	Standard	Standard	5 pcs	
38	Aroma Oil	Standard	100 ML	Standard	5 Pcs	
39	Micro fibre Flat Mop	Shagun/Unique	Standard	Standard	5 Pcs	
40	Hand Gloves	Standard	Standard	Standard	10 Pcs	
41	Flush Matic	Harpic	50 Gm	All fragrances	5 Pcs	

**Note:** Rates quoted above shall be inclusive of all levy, taxes and GST. The quantity given above is tentative for one month only and may vary while placing order(s) or as per requirement of the Bank. The Rates are required to be quoted for Total Quantity "Q".

**INTEGRITY PACT**

(To be executed on ₹ 100 stamp paper)

**The Jammu and Kashmir Bank Limited,**

**AND**

**M/S \_\_\_\_\_**

This Pre-Bid Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the \_\_\_\_\_ (month and year) between,

**The Jammu and Kashmir Bank Limited (J&K Bank),** acting through Shri \_\_\_\_\_, designation of the Officer, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

**And**

**M/S \_\_\_\_\_** represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

The Buyer and the Bidder are hereinafter collectively referred to as "the parties" and individually as "the party".

WHEREAS the BUYER proposes to procure (name of the Stores / Equipment / Items) and the BIDDER/Seller is willing to offer / has offered the stores and

WHEREAS the BIDDER is a private Company / Public Company / Government Undertaking / Partnership / Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is **The Jammu and Kashmir Bank Limited (J&K Bank)**.

**NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER**

1.1. The BUYER undertakes that no Official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the Officials of the BUYER will report to the appropriate Government Office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such Official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any Official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to Officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.



**3.12.** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an Officer of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

**3.13.** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression:**

**4.1.** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

**4.2.** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit):**

**5.1.** While submitting commercial bid, the BIDDER shall deposit an amount as specified in the Rate contract / tender as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of Deputy General Manager (BSD) Jammu & Kashmir Bank CHQ.

(ii) A confirmed Guarantee by an Indian Scheduled Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument, as stated in this document.

**5.2.** The Earnest Money / Security Deposit shall be valid up-to a period of 2 years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

**5.3.** In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be

applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**5.4.** No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

## **6. Sanctions for Violations:**

**6.1.** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To en-cash the advance Bank Guarantee and Performance Bond / Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (ix) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) for the purposes of this Pact.

## 7. Fall Clause

7.1. The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to **The Jammu and Kashmir Bank Limited (J&K Bank)** at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. Independent Monitors

8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the CIV (Chief Of Internal Vigilance).

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to **The Jammu and Kashmir Bank Limited (J&K Bank)**, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## 11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 1 year or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

## 13. Settlement of Disputes

It will be the endeavour of the parties to resolve amicably any disputes or differences that may arise between them for misconstruing the meaning and operation of this Pact and the breach that may result. In case of dispute or difference arising between the parties relating to any matter arising out of or connected with this pact, such disputes or differences shall be settled in accordance with the

Arbitration and Conciliation Act 1996. The sole Arbitrator shall be chosen by the bank. The decision of the Arbitrator shall be final. The expenses of the arbitrator as determined by the arbitrator shall be borne equally.

The Arbitration proceedings shall be held at Srinagar (J&K) and the language of arbitration proceedings and that of documents and communications between the parties shall be English.

13.1. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

**BUYER**

**BIDDER**

**Name of the Officer.**

**Authorized Signatory**

**Witness**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Witness**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Self-Declaration for non-black listing/ debarment**

(The certificate below is to be provided by the bidder on the Company's Letterhead.)

I/We confirm that my/our Company \_\_\_\_\_ as on date of submission of the proposal is not blacklisted by any Central / State Government / PSU entity in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

(Signature)

(Name and signature of Principal Officer/ Company Secretary)

**(Undertaking (no conflict of interest))**

The certificate below is to be provided by the bidder. Certificate for undertaking for No Conflict of Interest We hereby confirm that our company/Firm/Agency is not involved in any conflict of interest situation with one or more parties in this bidding process, including but not limited to -

1. Receive or have received any direct or indirect subsidy from any of them; or
2. Have common controlling shareholders; or
3. Have the same legal representative for purposes of this Bid; or
4. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
5. Influence the decisions of Bank regarding this bidding process; or
6. Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or
7. Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
8. Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the agencies taking part in the bid process.
9. We are not involved in processing and payments of claims with Bank, in any state of India.
10. We do not have on our role/contract an auditor who in his/her capacity or otherwise has been found to be involved in unethical practices or has been associated with an entity involved in fraudulent activity or has been issued show cause notice under Bank, insurance contracts etc. during last 3 years.

(Signature of the Authorized signatory of the Bidder)

(Name, Designation, Seal, Date, Place, Business Address)