Dated: 11-06-2025





# On-Line Request for Proposal (e-RFP) For

**Empanelment of Vendor(s) for Procurement of Office Furniture for Business Units and Offices of the Bank on Pan India Basis** 

e-NIT Ref. No.: JKB/CHQ/BSD/Empanelment-Office-Furniture/2025-1425

Dated: 11-06-2025

Issued by: J&K Bank Ltd. Business Support Division, Corporate Headquarters, Srinagar, M. A. Road Srinagar, 190 001 J&K Tele: 0194- 2402665

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### **DISCLAIMER**

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the J&K Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

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| e-RFP Ref. No.                          | JKB/CHQ/BSD/Empanelment-Office-Furniture/2025-1425 Dated: 11-06-2025   |  |
|---|--|--|
| Department Name                         | Business Support Division, Corporate Headquarters, M.A Road<br>Srinagar, 190001 J&K  |  |
| Scope of Work                           | Procurement of Office Furniture for various Business Units/Offices of the Bank on Pan India Basis  |  |
| Mode of Bids Submission                 | ds Submission Online, through Bank's e-Tendering Service Provider's portal <a href="https://jkbank.abcprocure.com/EPROC/">https://jkbank.abcprocure.com/EPROC/</a> |  |
| Contact details of issuing Department   | Mr. Parvaiz Hussain (Assistant Manager)  |  |
| (Name, Designation, Mobile No., Email   | Business Support Division,   |  |
| address for sending any kind of         | Corporate Headquarters M. A. Road Srinagar, 190001   |  |
| correspondence regarding this RFP)      | e-mail: <u>ff.estate@jkbmail.com</u>   |  |
|   | Ph.No. 0194-2502632  |  |
|   |  |  |
| Tender Type                             | Open   |  |
| Type of Contract                        | Supply & Services  |  |
| Bidding Type                            | Indigenous   |  |
| Base Currency                           | INR (₹)  |  |
| Consortium                              | Consortium Bids are not allowed  |  |
|   | NIT can be downloaded from and submitted on Bank's e-  |  |
|   | Tendering Services Provider's Portal   |  |
| Bid Document Availability including     | https://jkbank.abcprocure.com_from   |  |
| changes/amendments, if any to be issued | June 13, 2025 16.00 Hrs.   |  |
|   | July 04, 2025 17.00 Hrs.   |  |
|   | All Clarifications / Queries shall be raised online only   |  |
| Last Date for Pre-Bid Queries &         | through e-Tendering Portal <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a>   |  |
| submission Mode                         | by or before   |  |
|   | June 20, 2025 17.00 Hrs.   |  |
|   | All communications regarding points / queries requiring  |  |
|   | clarifications shall be given online through prescribed e-   |  |
| Pre-bid Queries Response date           | Tendering Portal on  |  |
| The bid Queries Response date           | June 27, 2025  |  |
|   | odile 11, 1025   |  |
| Last Date of Submission of REC Bid      | July 04, 2025 17.00 Hrs.   |  |
| Last Date of Submission of RFQ Bid      |  |  |

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| Opening of Technical & Commercial Bids                                 | Shall be communicated separately   |         |
|--|--|---------|
| Reverse Auction, if found feasible by<br>Central Procurement Committee | On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid as well as Financial bid.       |         |
| Tender Processing Fee (Non- Refundable)                                | Rs.2,500/- (Rupees two thousand five hundred Only) Plus GST@18% to be deposited to below detailed A/c through NEFT Only:         |         |
|  | Account Name: Tender Fee/ Cost Account  16-digit Account No: 9931530300000001  IFSC Code:JAKA0HRDCHQ (0 denotes Zero)            |         |
|  | Bank: The J&K Bank Ltd   |         |
|  | Branch: Corporate Headquarters   | WA      |
|  | Road Srinagar J&K – 190001  UTR Number & Date may be uploaded on e-Tendering F   | Portal  |
|  |  |         |
|  | (Exempted for MSEs. Bidder to upload MSE Certificate with proposal)  |         |
| Earnest Money Deposit (EMD) (Refundable)                               | Rs.11,00,000/- (Rupees Eleven Lakh Only) to be deposited below detailed A/c:   |         |
| , ,  | Account Name: Earnest Money Deposit (EMD)  |         |
|  | 16-digit Account No: 993107069000001   |         |
|  | IFSC Code:JAKA0HRDCHQ (0 Denotes Zero)  Bank: The J&K Bank Ltd   | )       |
|  | Branch: Corporate Headquarters Road Srinagar J&K – 190001  | MA      |
|  | Note: EMDs can be submitted in the form of BGs (Payak<br>Deputy General Manager, Business Support Division, J&I<br>CHQ Srinagar) |         |
|  | UTR Number & Date / BG Proof may be uploaded on e-Te Portal  | ndering |
|  | (Exempted for MSEs. Bidder to upload MSE Certificate with Bid proposal)  |         |
| Eligibility & Technical Criteria                                       | As per Tender Document   |         |
| Updating/Amendments/Corrigendum  | All the Corrigendum will be uploaded on online tender positive https://jkbank.abcprocure.com/EPROC/                              | ortal   |

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### **Service Provider:**

M/s. E-procurement Technologies Limited

( Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College,

Ahmedabad- 380006, Gujarat

For e-Tender related Queries

|        | Help Desk:        |            |                   |  |  |
|--------|-------------------|------------|-------------------|--|--|
| Sr. No | Name              | Mobile No. | Email ID          |  |  |
| 1      | Utkarsh Pal       | 6352632098 | utkarsh@eptl.in   |  |  |
| 2      | Mubassera Mansuri | 7859800621 | mubassera@eptl.in |  |  |
| 3      | Sandhya Vekariya  | 6352631968 | sandhya@eptl.in   |  |  |
| 4      | Trupti Patel      | 6352631766 | trupti.p@eptl.in  |  |  |

### **Opening of technical offers:**

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

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

Earnest Money Deposit (EMD) proofs for bidding in RFP of Furniture Items must accompany the Technical Offer as specified in this tender document. Offers received without EMD proof will be rejected.

### **General Terms and Conditions**

- The Bank invites online bids from reputed original equipment manufacturers of Furniture Items.
- 2. The Empanelment of the vendor/s for supply of the Office Furniture to the Bank shall be for a period of Two years.
- 3. The Rates quoted by the bidders for supply of Furniture on F.O.R basis shall be freezed for the whole empanelment period.
- 4. The Bank shall be at liberty to empanel one or more bidder/s for supply of Office Furniture.

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- 5. Conditional tenders shall be outrightly rejected.
- 6. The rates quoted should be applicable to Branches/offices of J&K Bank that are located in the entire country.
- 7. The rates quoted should be inclusive of all taxes (including GST) and freight up to the site & should be in INR only.
- 8. The Bank reserves the right to verify any information/document furnished by the bidder should the Circumstances so warrant in the overall interest of the Bank.
- 9. The Bank reserves the right to reject any/ all 'Bids' without assigning any reason whatsoever.
- Tender should be submitted online within the prescribed date and time. Tender submitted in accordance with the terms & conditions and complete in all respects & as per Performa will be considered.
- 11. The word 'Bank' indicated in this notice and enclosed documents would mean 'J & K BANK".
- 12. The empaneled vendor(s) will have to enter into a written Service Level Agreement with the bank; the agreement will seek to retain an appropriate level of control over the service provider (bidder) and the right of the bank to intervene with appropriate measures to meet legal and regulatory obligations.
- 13. Samples of Selected items shall be called for inspection for a specified period (to be notified by the Bank) on demand of J&K Bank Authorities. All the materials should be as per the technical specifications given in the RFP. Financials of only those vendors shall be opened whose furniture items are in accordance with the technical specifications and have been shortlisted post inspection by the evaluating committee designated for that purpose.
- 14. Estimated Contract Value of the Furniture is approximately Rs.5.50 Crores.
- 15. After the completion of bidding process, the successful bidder will be required to sign Service Level Agreement with the bank wherein all the terms and conditions governing the parties will be mentioned.
- 16. The relationship between the bank and successful bidder shall be on principal to principal basis. Any employee deputed by the successful bidder for completion of this assignment shall have no employer-employee relationship with bank and shall have no claim whatsoever nature regarding any dispute between such employee and the successful bidder.
- 17. The bidder cannot raise any claim and has no legal relationship with the Bank with respect to assignments under this RFP unless the bidder is declared as the successful bidder and contractual agreement is signed between the successful bidder and the Bank.
- 18. The bidders shall observe the highest standard of ethics during the procurement and execution of such contract and shall not indulge in any corrupt or fraudulent practice.
- 19. Bidder will, by responding to this RFP deemed to have accepted the terms of the RFP.

Eligibility Criteria

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The eligibility criteria for Original manufacturers of furniture for supplying furniture Items to Bank should fulfil the stipulated eligibility criteria, copies of letter/ correspondence/ documents should be uploaded alongside the Eligibility bids to substantiate their eligibility. The Bid is liable to be rejected if it does not strictly conform to stipulated eligibility criteria.

- 1. The Bidder should be a reputed manufacturer of all types of Furniture Items in India with a minimum of 10 years' experience of manufacturing Furniture at their own manufacturing setup thereof providing all kinds of office furniture and having sufficient stock of spares of the furniture as per (Annexure-1). Supporting documents to this effect should be uploaded alongside Eligibility Bid.
- 2. The Bidder must be registered under companies Act. Registration Certificate must be uploaded alongside Eligibility bid.
- 3. The Bidder should have the National and International Quality Certifications, such as ISO 9001-2015 and ISO 14001-2015. Certifications should be uploaded alongside the online eligibility bid as proof to this effect. Certificate from BIFMA, regarding manufacturing of office Furniture items must also be uploaded.
- 4. The Bidder should have a well-established and efficient service network having an outlets/offices/warehouses each in Jammu region & in Kashmir region of UT J&K separately.
- 5. List of the Company owned outlets/Service Centers and Outlets/Service Centers maintained by the manufacturer across the country alongside Name, Address and contact Numbers of the contact persons should be duly uploaded with the technical offers. (Annexure IV).
- 6. The Bidder should furnish audited financial statements for the last 03 years (FY 2021-22; FY 2022-23 & FY 2023-24) indicating Net Worth (Annexure V).
- 7. Total Average Turnover (Not less than Rs.11.00 Crores) during the last three financial years and have positive net worth for supply /Manufacturing and trading of Furniture Items for the above mentioned years.
- 8. Bidder should have a minimum experience of Seven years in supplying furniture items to various reputed Customers/Clients including Central PSUs, Public Sector Banks, and Govt. Departments of UT of J&K as on 31.12.2024. Necessary documents in the form of Purchase orders, work Completion Certificates to this effect should be uploaded as proof to this effect.
- 9. The Bidder should furnish copies of IT assessment orders for the last 03 years.

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- 10. Bidder must not have been blacklisted or debarred by any Government/Semi-Government/PSU/PSB/Corporation/University or any other autonomous body in the last 5 years. A written undertaking has to be given by the bidder in this regard (Annexure VII).
- 11. Certificates on Satisfactory Product Performance and Customers Service from the concerned Govt.

  Department/ Bank and other reputed Companies shall be submitted to the satisfaction of the Bank

  (Annexure IX).
- 12. The Bidder should furnish GST Registration number.
- 13. The Bidder should submit address and contact details of their Head Office/Corporate Office, Local Office/Regional Office, Registered Offices, manufacturing units and other support offices along with contacts of concerned personnel.

### **Terms and Conditions of Empanelment**

### 1. Payment Terms

100% payment against delivery and installation of furniture items.

### 2. Pricing & Payments

The bidder should quote unit price for each furniture item on F.O.R basis at the ground floor of Business units/Offices across the country inclusive of all taxes.

From the date of placing the order till the delivery of furniture items, if any changes are brought in the tax structure by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction should be passed on to the Bank.

#### 3. Delivery

The delivery of the furniture shall have to be made at the concerned Business units/Offices across India strictly within 15 days from the date of placement of order.

### 4. Penalty

If there will be any laxity on the part of Bidder in supplying office furniture or if there will be any deviation in the quality standards of the furniture items supplied, a penalty of 0.5% per week shall be imposed on furniture value beyond 15 days of prescribed delivery period. Further, the Bank shall be at liberty to **forfeit** the security deposit and empanelment of the said company will be cancelled; besides company shall be **Blacklisted**. The decision of the Bank shall be final and binding with regard to the quality standards of the furniture items

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supplied.

### 5. Warranty

All the furniture items shall be covered under the warranty of One year from the date of their installation.

### 6. Publicity

Any publicity by the bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

### 7. Force Majeure

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 empanelled Vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may be due to but are not restricted to Wars, Riots, and Earthquakes, fire, epidemic/Pandemic, and any act of God, Act of Govt. of India, trade embargoes 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 in writing 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 empaneled vendor regarding termination of contract or otherwise.

### 8. Resolution of Disputes

In the case of any dispute arising upon or in relation to or in connection with the agreement signed between parties, the disputes shall at first instance be resolved through negotiations. If the dispute cannot be settled amicably within Twenty One (21) days from the date on which either party has served written notice on the other of the dispute then any party can submit the dispute for Arbitration under Arbitration and conciliation Act, 1996 through sole arbitrator to be appointed mutually by both the parties.

The place of Arbitration shall be Srinagar, UT of J&K, India and the language of the arbitration proceedings and that of all the documents and communications between the parties shall be English.

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The decision of the arbitrator shall be final and binding upon the parties. The expenses of the arbitrator as determined by the arbitrator shall be borne equally by the parties.

The parties shall continue to be performing their respective obligations under this agreement, despite the continuance of the arbitration proceedings, except for disputed part under arbitration.

### 9. Splitting of order.

The Bank reserves the right for splitting the contract/ work of furniture items between two or more empanelled vendors on sole discretion of the bank.

### 10. Submission of Performance Security.

The successful bidder shall immediately after the award of work/PO submit performance guarantee in the shape of Bank Guarantee in favor of **Deputy General Manager**, **Business Support Division**, **J&K Bank CHQ** equivalent/estimated amount of **05 percent** of total allotted contract value.

### **INSTRUCTION TO BIDDERS**

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

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

### II. COST OF BIDDING

The Bidder shall bear all the costs 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, and J&K bank hereinafter referred to as "Bank", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### III. BIDDING DOCUMENT

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

### IV. LANGUAGE OF BIDS

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

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

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

### VI. AMENDMENT OF BIDDING DOCUMENTS

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

#### VII. VALIDITY OF BID DOCUMENT

Bid documents shall remain valid for 9 months from last date of submission of bid prescribed by J&K BANK. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

#### VIII. LATE BID

Any bid received by the Bank after the deadline for submission of bid, for any reason whatsoever, will be rejected.

### IX. BID CURRENCY

Prices shall be expressed in the Indian Rupees only.

### X. BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money (EMD) of Rs.11.00 lacs, (Rupees Eleven Lakhs Only) for technical offer while bidding for Office Furniture which may be submitted in the form of online deposit or Bank Guarantee (BG) favoring Deputy General Manager, Business support Division ,J&K Bank, and filling all the details as per specified Performa. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than J&K Bank. The BG should have a validity of 9 months from the last date of submission of bid. Bidder shall be responsible to get the same extended for a further period of 6 months, if required by the Bank. The BG should be submitted at the time of bid submission. MSE bidder is exempted from payment of EMD if bidder can furnish requisite proof subject to the satisfaction of Bank.

In case of unsuccessful bidder, EMD will be released/ returned either on completion of tender process or within one month of disqualification of the bidder, as per Bank's discretion. No interest will be payable on EMD amount.

The bid security/EMD will be forfeited:-

- a. If the Bidder withdraws the bid after bid opening (Eligibility bid) during the period of bid validity;
- b. In the case of a successful bidder if the bidder fails within stipulated time limit to;
- i. Sign the Agreement and/or

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ii. In case of breach of any of the terms and conditions of RFP.

#### XI. BIDDING PROCESS

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

### a) Eligibility bid

### b) Commercial bid

The bidders will have to submit the Eligibility bid and commercial bid online all documents/letters, uploaded for bid, should be scans of Original documents.

### a) Eligibility bid

The Eligibility bid must be submitted online mentioning "Eligibility bid response against RFP for Procurement of Office Furniture for various Business Units and Offices of the Bank on Pan India Basis." Eligibility bid will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement, and Terms & Conditions etc. mentioned in the RFP only. Eligibility bid documents with any commercial information will be rejected.

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

In the second stage, shortlisted bidders will be required to forward the offered furniture samples to this office for further quality assessment check and material evaluation to assess whether the offered furniture items are as per the specifications mentioned at **Annexure I** of this RFP.

Note: Qualification in both the aforementioned stages shall be mandatory for bidders for being shortlisted for commercial evaluation.

### b) Commercial bid

In this stage, the commercial bid (Annexure XI) of only those bidders will be opened;

- I. Who will comply will all the eligibility criteria's and will confirm compliance to all the terms & conditions of RFP document and eligibility functionalities in the Eligibility Evaluation Stage.
- II. Who's offered furniture samples have been shortlisted post quality assessment check and material evaluation as mentioned above.

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

Bidders/SI are required to upload pre-bid queries, within the stipulated timelines as given in the General Tender Details, on the Bank's online tender portal <a href="https://jkbank.abcprocure.com/EPROC/">https://jkbank.abcprocure.com/EPROC/</a>. Bidders are required to upload the queries on their letter head, duly signed and stamped by their authorized signatory in the following format.

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| <b>-</b> | RFP Clause<br>Name & No. | RFP Clause | Bidder's Query/ Suggestion/ Remarks |
|----------|--------------------------|------------|-------------------------------------|
|          |                          |            |                                     |
|          |                          |            |                                     |

The queries submitted shall be responded by Bank and responses will be uploaded onto Bank's websites.

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

#### XIII. SUBMISSION OF BID

The Eligibility and Commercial bidding documents and details should be online mode only. Bidder is to ensure submission of bid strictly as per the requirement of the RFP. Kindly do not submit any extra documents/certificates which are not required.

#### XIV. DEADLINE FOR SUBMISSION OF BID

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

| Deputy General Manager,                     |  |
|---|--|
| Office of Deputy General Manager            |  |
| Business Support Division                   |  |
| J&K Bank Corporate Headquarters, M. A. Road |  |
| Srinagar, 190001 Kashmir (India)            |  |

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

Bids will be treated final once it has been submitted and no modification; correspondence will be entertained by the bank. In case there is any contradiction between the bid submitted online and the hard copy thereof, the bid submitted online will be considered.

#### XVI. CONTACTING THE BANK

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

Bidders are also advised not to indulge in any unnecessary meetings or communications with Bank Officials.

#### XVII. TERMS AND CONDITIONS TO COMPANY

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

#### XVIII. LOCAL CONDITIONS

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

#### XIX BANKS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

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

### XX. OPENING OF BIDS

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

#### XXI CLARIFICATIONS OF BID

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

### XXII. PRELIMINARY EXAMINATION

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

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

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Arithmetical errors will be rectified as follows:-

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

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

The Bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder. However, the decision of the Bank to waive off any such minor irregularity shall be final and the discretion of the Bank in this regard cannot be questioned.

#### XXIII. REVELATION OF PRICES

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

### XXIV. EVALUATION AND AWARD CRITERIA

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

### First Stage: (Eligibility/Technical Evaluation)

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

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- 6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
- 7. J&K Bank will determine to its satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard.
- 8. The shortlisted bidders will be required to forward the offered furniture samples to this office for further quality assessment check by the bank officials, material evaluation to assess whether the offered furniture items are as per the specifications, standards, quality, durability etc mentioned at **Annexure I** of this RFP.

Note: Qualification in both the aforementioned stages shall be mandatory for bidders for being shortlisted for commercial evaluation.

9. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

### Second Stage: (Commercial Evaluation)

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

- 1. The commercial bids (Annexure XI) shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.
- 2. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per clause 22-Preliminary Examination.

### 3. Price Variation Factor

- i) If a bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process. If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.
- ii) Price variation Factor shall be considered collectively for the items mentioned in RFP.
- iii) Price variation (both high and low) may also be considered for any particular solution/item i.e. bidder quoting abnormally high or abnormally low prices against any solution/item/s may also be liable for rejection.

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#### XXV. REVERSE AUCTION

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

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

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

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

### XXVI. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE

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

### XXVII. DELAY IN THE SUPPLIER'S PERFORMANCE

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

The Bank, at its sole discretion, decides to accept the delayed supply of furniture, liquidated damages @ 0.2% of cost of the furniture will be charged per week or part thereof, subject to a maximum of 5% of the cost of the furniture item for each item that is delayed. The amount of damages so calculated shall be deducted at the time of making any payment after successful delivery of the item.

#### XXVIII. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

### XXIX. CONFIDENTIALITY

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

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

#### XXX. PATENTS RIGHTS

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

- The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- The bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible therefore, including all expenses and court and legal fees.
- The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

### XXXI. ASSIGNMENT

The successful bidder shall not assign or outsource the works undertaken by them under this RFP assignment awarded by the Bank.

#### XXXII. NON DISCLOSURE

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

- a) That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees and agents shall maintain confidentiality of the confidential information.
- b) That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without written consent of the Bank. That the

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successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

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

#### XXXIII. INDEMNITY

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

### XXXIV. TERMINATION OF CONTRACT

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

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

- a) Excessive delay in execution of order placed by the Bank.
- b) Discrepancies / deviations in the agreed processes and/or products.
- c) Violation of terms & conditions stipulated in this RFP.

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

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

#### XXXV. LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Bidders and J&K BANK until execution of a contractual agreement.

#### XXXVI. ELECTION PROCESS

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.

#### XXXVII. BANK'S RIGHTS

Bank reserves the right to:

- (i) Reject any or all proposals received in response to the RFP without giving any reason whatsever.
- (ii) Reject the proposals received in response to the RFP 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 RFP 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.

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# Information to be filled by the Bidder:

| S.NO | Criteria                | Description  |
|------|-------------------------|--|
|      |                         |  |
| 1    | Name of the Company     |  |
| 2    | Constitution of Company |  |
| 3    | Year of Establishment   |  |
|      | Annual Turnover from    |  |
| 4    | Furniture Business      | (With Audited Profit & Loss Statements of previous 3 FYs.) |
|      |                         | In Previous 3 FYs. (with Audited Financial Statements with |
| 5    | Net Worth of Company    | Certificates mentioning Net worth in Previous 3 FYs)       |
| 6    | Address of factory      | (With details of Facilities Available)                     |
| 7    | ISO Certifications      | With Valid Proof   |
|      | Details of (With Valid  |  |
| 8    | Proof)                  | GST No.  |
| 9(a) |                         | PAN/TAN  |
| 9(b) |                         | Registration No.   |
|      | Details of Furniture    |  |
| 1.0  | supplied to Various     |  |
| 10   | Depts./Offices          | Enclosed copies of Work completion certificates/invoices   |

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### **ANNEXURE-I**

### List of Furniture Items (To be filled by Bidder C & D)

| S.No. | Furniture Type<br>(A)                                      | Specification<br>(B)  | Model<br>(C) | Make Brand<br>(D) |
|-------|--|---|--------------|-------------------|
| 1     | Executive Very High Back Revolving Chair (Leatherette)     | Very high Back chair with minimum dimensions of 75cm (W) x 75cm (D) x 130cm - 140cm (H) (back size W- 50cm; H-95cm); (Seat size W-46cm D-47 cm) (Seat Height:42-52cm) (±5 % variation subject to acceptance of Bank); Seat should be composed of 1.25±0.1cm thick hot pressed ply further upholstered with leather and moulded polyurethane foam; Back and seat should be made of high resilience Foam; Polyurethane armrest should be made of black integral skin polyurethane. Armrest top should be upholstered with foam and leather. Mechanism shall have following features: 360° revolving type; knee tilt system mechanism; Tilt Tension adjustment; 5-position locking system having unlock back mechanism; Pneumatic height adjustment; Static seat depth adjustment system with five position locking; Pedestal should be made up of Die cast aluminium having size 66.5±0.5cm and filled with 5 no. of twin wheel castors. The colour of the chair should be black. |              |                   |
| 2     | Executive High<br>Back Revolving<br>Chair<br>(Leatherette) | High Back chair with minimum dimensions of 75cm (W) x 75cm (D) x 112cm -130 cm (H) (back size W- 50cm; H-80cm); (Seat size W- 46cm D-47 cm) (Seat Height:42-52cm)(±5 % variation subject to acceptance of Bank); Seat should be composed of 1.25± 0.1cm thick hot pressed ply further upholstered with leather and moulded polyurethane foam; Back and seat should be made of high resilience Foam; Polyurethane armrest should be made of black integral skin polyurethane. Armrest top should be upholstered with foam and leather. Mechanism shall have following features: 360° revolving type; knee tilt system mechanism; Tilt Tension adjustment; 5-position locking system having unlock back mechanism; Pneumatic height adjustment; Static seat depth adjustment system with five position locking; Pedestal should be made up of Die cast aluminium having size  |              |                   |

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|   |   | 66.5±0.5 cm and filled with 5 no. of twin wheel castors. The colour of the chair should be black.  |  |
|---|---|--|--|
| 3 | Executive Medium Back Revolving Chair (Leatherette) | Medium Back chair with minimum dimensions of 75cm(W) x 75cm(D) x 97cm - 112cm (H)(back size W- 50 cm; H-70 cm); (Seat size W-46cm D-47 cm) (Seat Height:42-52cm) (±5 % variation subject to acceptance of Bank); Seat should be composed of 1.25±0.1cm thick hot pressed ply further upholstered with leather and moulded polyurethane foam; Back and seat should be made of high resilience Foam; Polyurethane armrest should be made of black integral skin polyurethane. Armrest top should be upholstered with foam and leather. Mechanism shall have following features: 360° revolving type; knee tilt system mechanism; Tilt Tension adjustment; 5-position locking system having unlock back mechanism; Pneumatic height adjustment; Static seat depth adjustment system with five position locking; Pedestal should be made up of Die cast aluminium having size 66.5±0.5cm and fitted with 5 no. of twin wheel castors. The colour of the chair should be black. |  |
| 4 | Visitor Chair<br>(Leatherette)                      | Non revolving Chair with minimum dimensions of 60cm (W) x 63.5 cm(D) x 96cm (H)(back size W-50 cm; H-70 cm); (Seat size W-46cm D-47 cm) (Seat Height - 43.5cm)(±5% variation subject to acceptance of Bank); Seat should be composed of 1.25±0.1cm thick hot pressed ply further upholstered with fabric / synthetic leather and moulded polyurethane foam with armrests made of polyurethane mounted on chrome plated tubular armrest support. Backrest shall constitute fixed mechanism i.e. without up/down adjustment. It should have a chrome plated leg frame welded assembly. The colour of the chair should be black.  |  |
| 5 | Conference Room<br>Chair<br>(Leatherette)           | Revolving chair with minimum dimensions of 75cm (w) x 75cm(D) x 100cm -110cm(H) (back size W-48cm; H-76cm); (Seat size W-51cm D-48 cm)(Seat Height: 46cm -56cm) (±5 % variation subject to acceptance of   |  |

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|   |   | Bank); Seat should be composed of 1.25± 0.1cm thick hot pressed ply further upholstered with leather and moulded polyurethane foam; Back and seat should be made of high resilience Foam; Polyurethane armrest should be made of black integral skin polyurethane. Armrest top should be composed of moulded polyurethane & mounted on a drop-lift height adjustable type Mild Steel tubular armrest support. Backrest should contain sliding up/down adjustment system. Mechanism shall have following features:360o revolving type; knee tilt system mechanism; Tilt Tension adjustment; 5-position locking system having unlock back mechanism; Pneumatic height adjustment; Static seat depth adjustment system with five position locking; Pedestal should be made up of Die cast aluminium having size 66.5±0.5cm and fitted with 5 no. of twin wheel castors. The colour of the chair should be black. |  |
|---|---|---|--|
| 6 | High Back<br>Revolving<br>Chair(Fabric) | High Back chair with minimum dimensions of 75m(W) x 75cm(D) x 112cm - 130cm (H)(back size W-44cm; H- 74.5cm); (Seat size W-47cm D-48 cm) (±5 % variation subject to acceptance of Bank)(Seat Height: 44cm to 54cm); Seat should be composed of 1.25± 0.1cm thick hot pressed ply further and stuffed with fabric upholstery cover as well as moulded polyurethane foam; single piece armrests should be made by way of injection moulding of black co-polymer polypropylene; mechanism of the chair should include: Tilt Tension adjustment; 360o revolving type; Anti Shock; upright position locking; Pneumatic height adjustment; Pedestal should be made up of glass-filled Nylon-66 polymer and filled with 5 no. of twin wheel castors. The colour of the chair should be Crimson Red.  |  |
| 7 | Mid Back Revolving<br>Chair(Fabric)     | Revolving chair with minimum dimensions of 75cm(W) x 75cm(D) x 96cm - 110cm(H)(back size W- 47cm; H-68cm); (Seat size W-47cm D-48 cm) (±5 % variation subject to acceptance of Bank); Seat should be composed of 1.25± 0.1cm thick hot pressed ply further and stuffed with fabric upholstery cover as well as moulded  |  |

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|   |                                     | polyurethane foam; single piece armrests should be made by way of injection moulding of black co-polymer polypropylene; mechanism of the chair should include: Tilt Tension adjustment; 360o revolving type; Anti Shock; upright position locking; Pneumatic height adjustment; Pedestal should be made up of glass-filled Nylon-66 polymer and filled with 5 no. of twin wheel castors. The colour of the chair should be Crimson Red.  |  |
|---|-------------------------------------|--|--|
| 8 | Visitor Chair<br>(Fabric)           | Seat should be composed of 1.25± 0.1cm thick hot pressed ply further and stuffed with fabric upholstery cover as well as moulded polyurethane foam; Chair with minimum dimensions of 60cm(W) x 64cm (D) x 96cm-100cm (H)(Seat dimensions H-44cm W- 48cm)(Back dimensions W-44cm and H-58cm) (±5 % variation; subject to acceptance of Bank). Single piece armrests should be made by way of injection moulding of black co-polymer polypropylene. The colour of the chair should be Crimson Red.   |  |
| 9 | Ortho revolving Chair With headrest | The seat should be constructed from hotpressed plywood with a thickness of 1.2 ± 0.1 cm. The backrest made of injection-moulded, glass-filled polypropylene and upholstered with a high-tenacity net fabric for enhanced durability and breathability. SEAT DIMENSIONS (Standard Seat Depth) - 47.0 cm (W) × 49.5 cm (D) and BACKREST DIMENSIONS - 45.0 cm (W) × 65.3 cm (H). HIGH RESILIENCE (HR) POLYURETHANE FOAM: The seat should incorporate moulded HR polyurethane foam with a density of 55 ± 2 kg/m³ and hardness of 16 ± 2 kgf, tested in accordance with IS: 7888 for 25% compression with adjustable arm rests and lumbar support assembly which include a polypropylene pad with adjustable height. Front Pivot Synchro Mechanism: 360° swivel rotation Single-point control Front-pivot tilt design for enhanced ergonomic support. Pneumatic height adjustment with pedestal assembly and twin wheel castors made of injection-moulded black nylon for durability and smooth movement. The Neckrest fixed to back rest assembly consist of polypropylene pad with |  |

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|    |  | moulded polyurethane foam & covered with   |  |
|----|--|--|--|
|    |  | polyester fabric.  |  |
|    |  |  |  |
| 10 | Ortho revolving Chair Without headrest | The seat should be constructed from hotpressed plywood with a thickness of 1.2 ± 0.1 cm. The backrest is made of injection-moulded, glass-filled polypropylene and is upholstered with a high-tenacity net fabric for enhanced durability and breathability with seat dimensions (Standard Seat Depth) 47.0 cm (W) × 49.5 cm (D) and backrest dimensions 45.0 cm (W) × 65.3 cm (H) HIGH RESILIENCE (HR) POLYURETHANE FOAM:The seat incorporates moulded HR polyurethane foam with a density of 55 ± 2 kg/m³ and hardness of 16 ± 2 kgf, tested in accordance with IS:7888 for 25% compression with adjustable armrests. The top surface should be finished with a Thermoplastic Elastomer (TPE) layer for added comfort.  Lumbar support assembly and front pivot synchro mechanism: the tilt mechanism must be designed with the following features: 360° swivel rotation,Single-point control ,Front-pivot tilt design for enhanced ergonomic support adjustable tilt tension. Pneumatic height adjustment and pedestal assembly: The base should be made of injection-moulded black nylon with 30% glass filling and is equipped with five twin-wheel castors made of injection-moulded black nylon for durability and smooth movement. |  |
| 11 | Four Drawer Filing<br>Cabinet          | Filing cabinet with 4 drawers should have dimensions of 132cm (H); 62cm (D); 47cms (W) (±5 % variation; subject to acceptance of Bank). It should have 1 point locking mechanism and full length recess handle for easy pull-out convenience. It should have a plastic label holder on drawer fronts.  |  |
| 12 | Two Drawer Filing cabinet              | Filing cabinet with 2 drawers should have dimensions of 71cm (H); 62cm (D); 47cms (W) (±5 % variation; subject to acceptance of Bank). It should have 1 point locking mechanism and full length recess handle for  |  |

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|    |  | easy pull-out convenience. It should have a   | 1 |
|----|--|---|---|
|    |  | plastic label holder on drawer fronts.  |   |
| 13 | Big Steel Almirah                                | Steel Almirah should have dimensions of 195cm (H); 48cm (D); 90cm (W) (±5 % variation; subject to acceptance of Bank). Almirah should have a handle with 3 way locking mechanism with shooting bolts. All metal surfaces of the Almirah should have a finished coating of epoxy polyester powder.   |   |
| 14 | Small Steel<br>Almirah                           | Steel Almirah should have dimensions of 120 cm (H); 42cm (D); 75cm (W) (±5 % variation; subject to acceptance of Bank). Almirah should have a handle with 3 way locking mechanism with shooting bolts. All metal surfaces of the Almirah should have a finished coating of epoxy polyester powder.  |   |
| 15 | Chair with Tray<br>and Desklet for<br>classrooms | Back and seat of the chair should be made of injection moulded polypropylene polymer Minimum dimensions for Seat Size 52cm (W) 53cm (D); dimensions of Back 50cm (W); 40cm (H) Desklet with outer dimension 30cm (W); 45cm (D) (±5 % variation; subject to acceptance of Bank). Paper tray made of mesh type structure. The L-shaped desklet should have back and front adjustment of 4.4 +- 0.5cm. The colour of the chair should be Blue. |   |
| 16 | Glass Topped<br>Centre Table                     | Dimensions of the Centre Table should be 120cm (W); 60cm (D); 45cm (H) (±5 % variation; subject to acceptance of Bank). Wood frame with Glass top.  |   |
| 17 | 3 Seater Bench                                   | Bench made of CR Steel perforated sheets with minimum dimensions of each seat H 40cm; Depth 40cm (Total Height 75cm; Width 150cms) ;( $\pm 5~\%$ variation; subject to acceptance of Bank).   |   |
| 18 | Steel Rack                                       | Size of rack minimum Width 90cms; minimum Height 180cms, minimum Depth 50 cm; minimum load carrying capacity 100kg (Uniform Distributed Load); min 12 Gauge; (±5 % variation; subject to acceptance of Bank).   |   |

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| 19 | Mobile Compactor<br>File Storage<br>system (Large) | Minimum Dimensions of Stationery Unit (1 bay) H(230cms) x W(120cm) x D(40cm); Minimum Dimensions of Double faced Mobile Unit (1 bay) H(230cms) x W(120cm) x D(80cm); Dimensions of Terminal Mobile Unit (1 bay) H(230cms) x W(120cm) x D(40cm); (±5 % variation; subject to acceptance of Bank). Ergonomically positioned Drive wheel/Handle; Position locking feature; centralized locking mechanism wherein Centralized lock is present on the terminal mobile unit cover. |  |
|----|--|--|--|
| 20 | Mobile Compactor<br>File Storage<br>system (Small) |  |  |

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### **ANNEXURE-II**

# Performa for The Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

| Ref: Bank Guarantee # Date  |
|---|
| То,   |
| Deputy General Manager,<br>Business Support Division<br>J&K Bank Corporate Headquarters,<br>M A Road Srinagar, 190001 Kashmir (India)   |
| Dear Sir,   |
| In accordance with your bid reference noDatedM/shaving its registered office atherein after Called, bidder") wish to participate in the said bid for <b>Procurement of Office Furniture for various Business Units and Offices of the Bank on Pan India Basis</b> An irrevocable Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs Rupees (in words) valid up to is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document. |
| M/shaving its office registered athas 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 atTherefore Guarantee and undertake to pay immediately on first written demand by J&K Bank, the amount RsRupees (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."Not withstanding anything contained herein above our liability under this Bank guarantee shall not exceed RsIn Words Rupees   |
| This Bank guarantee shall be valid up to And claim period shall be  |

Dated: 11-06-2025



### "Notwithstanding anything contained hereinabove;

| i.   | in no case exc | ceed Rs                           | (Rupees_             | and our liabefore   |                     | ank guarantee shall<br>ny claim under this |
|------|----------------|-----------------------------------|----------------------|---------------------|---------------------|--|
| ii.  | We shall be li | able to pay the                   | guaranteed am        | ount or any part    | thereof only if yo  | u serve upon us a                          |
|      | written claim  | or demand for                     | invoking the E       | Bank Guarantee      | by or before th     | e claim period as                          |
|      | mentioned he   | rein above.                       |                      |                     |                     |  |
| iii. | The Bank sha   | all be discharge                  | d of all liabilities | and obligations     | under this Bank     | Guarantee and all                          |
|      | your           | rights                            | hereunder            | shall               | stand               | extinguished_                              |
|      | a) If no legal | proceedings fo                    | r enforcement of     | of this Bank Gua    | arantee are initiat | ed within one year                         |
|      | from the date  | of rejection of                   | written claim/d      | emand lodged v      | vith us within the  | said claim period                          |
|      | provided       | unde                              | r                    | this                | Bank                | Guarantee;                                 |
|      | b) From the    | date of expiry                    | of the said cla      | nim period ment     | ioned hereinabov    | e in case of non-                          |
|      | invocation of  | this Bank Guara                   | antee by you du      | iring the said cla  | im period, and al   | I your rights under                        |
|      | this Bank Gua  | arantee shall be                  | extinguished no      | otwithstanding that | at the original Bar | nk Guarantee bond                          |
|      | may not have   | been returned b                   | y you to the Bar     | ık."                |                     |  |
|      |                |                                   |                      |                     |                     |  |
| In v | witness whereo | of the Bank, thro<br>2025 at      | ugh its authoriz     | ed officer has se   | t its hand stampe   | ed on this Day of                          |
| Dat  | te:            | Place:                            |                      |                     |                     |  |
|      |                |                                   |                      |                     |                     |  |
| Nai  |                | orized Signato<br>y: Designation: | ,                    |                     |                     |  |
| No   | te:            |                                   |                      |                     |                     |  |
| 1.   | This Bank gua  | rantee shall be o                 | perative only if it  | is accompanied I    | oy a separate advic | e send by                                  |

- 2. Further name of the issuing bank is to be written at the onset of the guarantee bond before the recital (along with amount of guarantee, expiry dates etc.).
- 3. The performance guarantee shall be signed by the issuing Bank with proper seal.

Dated: 11-06-2025



# ANNEXURE-III Undertaking from the Bidder

To,
Deputy General Manager,
Business Support Division
J&K Bank Corporate Headquarters,
M A Road Srinagar, 190001 Kashmir (India)

Sir

Reg.: Procurement of Office Furniture for various Business Units and Offices of the Bank on Pan India Basis

We submit our Bid Documents herewith.

We understand that:-

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

Date:

Place:

Yours faithfully

Signature of Authorized Signatory Name of Signatory: Designation: Email ID: Mobile No: Telephone No:

**Seal of Company:** 

Dated: 11-06-2025



### **ANNEXURE-IV**

# **List of Authorized Dealers**

| S.No | Name of The | Name of The Address Area Contact Contact Email ID |        |        |      |            |
|------|-------------|---|--------|--------|------|------------|
| 510  | Dealer      | 71001 033   | 711 Cu | Person | No.  | Zillali ib |
|      | Dealei      |   |        | Person | INO. |            |
|      |             |   |        |        |      |            |
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|      |             |   |        |        |      |            |
|      |             |   |        |        |      |            |

Dated: 11-06-2025



### **ANNEXURE - V**

### **Turnover Certificate**

Reg.:\_Procurement of Office Furniture for various Business Units and Offices of the Bank on Pan India Basis

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

| a company                             | incorporatec  | under the   | companie  | s act 1956   | with its            |
|---------------------------------------|---|---|---|--|---------------------|
| , a company                           | incorporated  |   | -   |  |                     |
|                                       | –   |   |   |  |                     |
| that the following                    | is the Lurr   | nover, Net P  | rofit/Loss  | and Net wo   | rth from            |
| rading of Furniture                   | in India, for th  | e past 3 finan  | cial years i  | i.e. 2021-22,  | 2022-23,            |
|                                       |   |   |   |  |                     |
|                                       |   |   |   |  |                     |
| acad on the Audited                   | Einancial Stat  | omante for 20   | 21 22 202   | 2 22 and 202   | 2 24                |
| ised on the Addited                   | i iriariciai Stat   |   | 21-22, 202  | 2-25 and 202   | .5-24.              |
| Turnover (in F                        | Rs.) Net  | Profit/Loss (in   | Rs.) N  | Net Worth (in  | Rs.)                |
|                                       |   | 1010 2000 (111  | 1   | (11)   | 2400)               |
|                                       |   |   |   |  |                     |
|                                       |   |   |   |  |                     |
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|                                       |   |   |   |  |                     |
|                                       |   |   |   |  |                     |
|                                       |   |   |   |  |                     |
| tutory Auditor Nan                    | no  |   |   |  |                     |
| •                                     | IIC   |   |   |  |                     |
| , , , , , , , , , , , , , , , , , , , |   |   |   |  |                     |
|                                       |   |   |   |  |                     |
|                                       |   |   |   |  |                     |
|                                       | that the following rading of Furniture is ased on the Audited | that the following is the Turn rading of Furniture in India, for the ased on the Audited Financial State  Turnover (in Rs.) Net I | that the following is the Turnover, Net Prading of Furniture in India, for the past 3 financial on the Audited Financial Statements for 20  Turnover (in Rs.) Net Profit/Loss (in tutory Auditor Name | that the following is the Turnover, Net Profit/Loss rading of Furniture in India, for the past 3 financial years ased on the Audited Financial Statements for 2021-22, 202  Turnover (in Rs.) Net Profit/Loss (in Rs.) | tutory Auditor Name |

Dated: 11-06-2025

To,



### **ANNEXURE - VI**

### **Manufacturer's Authorization Form**

**Deputy General Manager, Business Support Division** J&K Bank Corporate Headquarters, M A Road Srinagar, 190001 Kashmir (India) Dear Sir, Sub: Procurement of Office Furniture for various Business Units and Offices of the Bank on Pan India Basis We..... Are established and reputable manufacturers of Furniture Items having manufacturing facility at ...... and ...... do hereby authorize M/s..... (Name and Address of Agents) to submit a bid, and sign the contract with you for the goods manufactured by us against the above tender. We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this tender.

| Date:                  | Place:       |
|------------------------|--------------|
| Signature of Authorize | ed Signatory |
| Name of Signatory:     |              |

Designation: Email ID:

Mobile No: Telephone No.: Seal of Company:

**Note:** This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

Dated: 11-06-2025



### **ANNEXURE - VII**

# **Undertaking for Non-Blacklisted**

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

To

Deputy General Manager, Business Support Division J&K Bank Corporate Headquarters, M A Road Srinagar, 190001 Kashmir (India)

Sir,

| Re   | g.: RFP for   | Procuremo   | ent of Office<br>Ba |         | iture fo<br>Pan In |         |             | s Uı | nits a | ınd Offi | ces of the |
|------|---------------|-------------|---------------------|---------|--------------------|---------|-------------|------|--------|----------|------------|
| Wel  | M/s           |             |                     |         | <u>,</u> a cor     | npany   | incorporate | d un | der t  | he comp  | oanies act |
| 1956 | with          | its         | headqı              | uartere | d                  | at      |             |      |        |          |            |
| do h | ereby confir  | m that we   | have not be         | en bla  | cklisted           | l/ deba | rred by the | Go۱  | /ernm  | nent / G | overnmen   |
| agen | cy / Banks /  | Financial I | nstitutions ir      | n India | during l           | ast 5 Y | ears.       |      |        |          |            |
| This | declaration   | n is been   | submitted           | and     | limited            | to, in  | response    | to   | the    | tender   | reference  |
| ment | ioned in this | s document  |                     |         |                    |         |             |      |        |          |            |
|      |               |             |                     |         |                    |         |             |      |        |          |            |
| Your | s faithfully, |             |                     |         |                    |         |             |      |        |          |            |
| Nam  | e of Signat   | ory:        |                     |         |                    |         |             |      |        |          |            |
| Sign | ature of Au   | ıthorized S | ignatory            |         |                    |         |             |      |        |          |            |
| Da   | to:           |             | Place:              |         |                    |         |             |      |        |          |            |

Dated: 11-06-2025



## **ANNEXURE - VIII**

# **Litigation Certificate**

Reg.: RFP for Procurement of Office Furniture for various Business Units and Offices of the Bank on Pan India Basis

## To be provided by Statutory Auditor/Chartered Accountant

| This is to certify that M/sact, 1956 with its headquarters atthreatens solvency of the company.                                | a company incorporated under the companies, is not involved in any litigation which |
|--|---|
| Date: Place: Signature of CA/Statutory Auditor   |   |
| Name of CA/Statutory Auditor: Designation:<br>Seal of Company<br>Email ID:<br>Mobile No:<br>Telephone No.:<br>Seal of Company: |   |

Dated: 11-06-2025



#### **ANNEXURE - IX**

# Performa for Performance Statement (for a period of last 3 years)

RFP for Procurement of Office Furniture for various Business Units and Offices of the Bank on Pan India Basis

#### Name of Firm:

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

Dated: 11-06-2025



## **ANNEXURE - X**

# **Confidentiality / Non-Disclosure Agreement**

| This CONFIDENTIALITY AGREEMENT (the "Agreement") made on (Date of agreement) entered into on thisday of 2025 and shall be deemed to have come into full force and effect from (the "Effective Date").  |
|--|
| BY and between   |
| <b>The Jammu &amp; Kashmir Bank Ltd</b> , Banking Company under the Companies Act, 2013, having its registered office at Corporate Headquarters M.A Road, Srinagar (herein after referred to as " <b>Bank</b> " which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by, of the first part.                         |
| And  |
| M/s a company incorporated and registered under the Companies Act, 1956 and having its registered Office at, India (herein after referred to as the "Service Provider" which expression shall, unless repugnant to the context thereof, includes its successors and permitted assignees) of the SECOND PART through its authorised signatory Mr./Mrs   |
| The Bank and The service Provider are hereinafter collectively referred to as "Parties" and individually as a "Party"  |
| In this Agreement, "Affiliate" means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where "Control" means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity. |
| WHEREAS:-  |
| A. Service Provider inter-alia is engaged in the business of supplying Furniture to various business entities in India.  |
| B. J&K Bank has agreed to disclose, transmit, receive, and/or exchange certain "confidential information" to cover the business transaction between parties forth provision of services related to ("the Purpose") as more particularly described in   |

Dated: 11-06-2025



| Purchase Order no date | edissued by | J&K Bank in favor | of M/s. |  |
|------------------------|-------------|-------------------|---------|--|
|                        |             |                   |         |  |

**NOW THIS AGREEMENT WITNESSETH:** 

#### 1. Interpretation:

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

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

#### 2. Confidentiality:

- **2.1** Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party;
- i) disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or

# e-RFP Ref. No.JKB/CHQ/BSD/Empanelment-Office-Furniture/2025-1425 Dated: 11-06-2025



- ii) use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- iii) disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- Iv) Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

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

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

#### 3. Return or destruction:

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

- i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control;
- ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party;

Dated: 11-06-2025



iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

#### 4. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party in writing of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

#### 5. Ownership of Information:

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

#### 6. No Representation:

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

#### 7. Remedies and Relief:

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

Dated: 11-06-2025



#### 8. No Assignment:

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

#### 9. Severability:

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

#### 10. Delay or Waiver:

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

#### 11. Notices:

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

#### 12. <u>Term</u>

This Agreement shall commence from the Effective Date of this Agreement. Confidentiality obligations for all confidential information shared under this undertaking shall be for indefinite period.

#### 13. Governing Law:

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

#### 14. Indemnity:

Dated: 11-06-2025



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

#### 15. Modification:

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

#### 16. Headings:

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

#### 17. Counterparts:

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

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

| Signatures                      |             |
|---------------------------------|-------------|
| The Jammu and Kashmir Bank Ltd. | M/S         |
| Name:                           | Name:       |
| Designation                     | Designation |
|                                 |             |

Witnesses

Dated: 11-06-2025



# ANNEXURE – XI Commercial / Price BID Format

| S.No. | Product Description & Specifications                    | Quantity<br>(Q) | Price for Quantity<br>given at Q (INR) |
|-------|---|-----------------|--|
|       | Group A   |                 |  |
| 1     | Executive Very High Back Revolving Chair (Pure Leather) | 10              |  |
| 2     | Executive High Back Revolving Chair (Pure Leather)      | 25              |  |
| 3     | Executive Medium back Revolving Chair (Pure Leather)    | 25              |  |
| 4     | Visitor Chair (Pure Leather)                            | 15              |  |
| 5     | Conference Room Chair (Pure Leather)                    | 25              |  |
|       | Total Price for group A items                           |                 |  |
|       | Group B   |                 |  |
| 6     | High Back Revolving Chair (Non Leather)                 | 370             |  |
| 7     | Mid Back Revolving Chair (Non Leather)                  | 470             |  |
| 8     | Visitor Chair (Non Leather)                             | 430             |  |
|       | Total Price for group B items                           |                 |  |
|       | Group C   |                 |  |
| 9     | Ortho Chair with headrest (Nylon Net Fabric)            | 10              |  |
| 10    | Ortho chair without headrest (Nylon Net Fabric)         | 15              |  |
|       | Total Price for group C items                           |                 |  |
|       | Group D   |                 |  |
| 11    | Four Drawer Filing cabinet                              | 300             |  |
| 12    | Two Drawer Filing Cabinet                               | 10              |  |
|       | Total Price for group D items                           |                 |  |
|       | Group E   |                 |  |
| 13    | Chair with Tray and Desklet for Classrooms              | 10              |  |
| 14    | Glass Topped Centre Table                               | 40              |  |
| 15    | 3 Seater Bench  | 120             |  |
|       | Total Price for group E items                           |                 |  |
|       | Group F   |                 |  |
| 16    | Big Steel Almirah                                       | 100             |  |
| 17    | Small Steel Almirah                                     | 10              |  |
| 18    | Steel Rack  | 140             |  |
|       | Total Price for group F items                           |                 |  |
|       | Group G   |                 |  |
| 19    | Mobile Compactor File Storage system (Large)            | 70              |  |
| 20    | Mobile Compactor File Storage system (Small)            | 30              |  |
|       | Total Price for group G items                           |                 |  |

**Note:** The Rates Quoted above should be Inclusive of Taxes. However Octroi / Entry Taxes If Applicable, shall be paid on Actual Basis.

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The Reverse auction, if conducted shall be for a given groups for specified quantity, however the quantity given above is estimated and may vary as per requirements of the bank.

#### **ANNEXURE - XII**

**Compliance to Eligibility Criteria** 

| S.No. |  | Supporting Documents to be   | Compliance |
|-------|--|--|------------|
|       |  | submitted  | (Yes/No)   |
| 4     | 7  | 0.17   |            |
| 1.    | The bidder should be reputed manufacturer of furniture with its own manufacturing setup or an authorised dealer thereof providing all kinds of furniture items.  | Certificate of incorporation with address/details of the manufacturing units as well as registration certificate for being the OEM of offered Items.                               |            |
| 2.    | The bidder should have national and International Quality Certifications   | Testing certificates obtained from ISO such as ISO 9001-2015 and ISO 14001-2015 to be uploaded. Certificate from BIFMA regarding manufacture of office furniture must be uploaded. |            |
| 3.    | service Network  | List of company owned service outlets /<br>List of Authorised Dealers to be<br>submitted as per <b>Annexure IV</b>   |            |
| 4.    | Bidder should have a minimum<br>Turnover of Rs.11.00 Crores per<br>year with a positive net worth for the<br>last 3 Financial years  | Provide CA Certificate and Audited Financial statement (Balance Sheet and P&L Statement for the last 3 FYs in the attached format (Annexure V)                                     |            |
| 5.    | Bidder should have a minimum of 7 years' experience of supplying furniture items to various reputed customers including Central PSUs, PSBs & Govt. Departments of UT of J&K.                                   | PO copies/ Work completion<br>Certificates to be uploaded as proof to<br>this effect.  |            |
| 6     | Bidder should not have been black-<br>Listed by the Government /<br>Government agency / Banks /<br>Financial Institutions in India during<br>last 5 Years. Self-Certificate<br>/Undertaking is to be provided. | Undertaking to be provided as per Annexure-VII   |            |

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| Bidder should submit Certificates on Satisfactory Product Performance in the form of Annexure IX  and Customers Service from the bank and other reputed companies to the satisfaction of the Bank |  |
|---|--|
|---|--|

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# **ANNEXURE - XIII**

# **CHECKLIST**

| SI. No. | Particulars   | Submitted (Yes/No) | Page<br>No |
|---------|---|--------------------|------------|
| 1.      | Request for Proposal                                  |                    |            |
| 2.      | Proof of RFP Cost                                     |                    |            |
| 3.      | List of Furniture Items (Annexure-I)                  |                    |            |
| 4.      | Performa for The Bank Guarantee for EMD (Annexure-II) |                    |            |

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| 5.  | Terms and Conditions                                  |  |
|-----|---|--|
| 6.  | Undertaking By The Bidder (Annexure-III)              |  |
| 7.  | List of Authorised Dealers (Annexure IV)              |  |
| 8.  | Turnover Certificate (Annexure-V)                     |  |
| 9.  | Manufacturer's Authorization Form (MAF) (Annexure-VI) |  |
| 10. | Undertaking For Non- Blacklisted (Annexure – VII)     |  |
| 11. | Litigation Certificate (Annexure – VIII)              |  |
| 12. | Performa of Performance Statement (Annexure – IX)     |  |
| 13. | Confidentiality/Non-Disclosure Agreement (Annexure-X) |  |
| 14. | Commercial Bid (Annexure XI)                          |  |
| 15. | Information to be filled by the Bidder                |  |
| 16. | Compliance To Eligibility Criteria (Annexure XII)     |  |