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TENDER REF NO. JKGB/GAD/UPS/2023-24/180

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RATE CONTRACT REGARDING AMC OF UPS OF BRANCHES / OFFICES OF KASHMIR REGION AND UT OF LADAKH

(A) **Disclaimer**

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

(B) Brief about J&K Grameen Bank:

"J&K Grameen Bank", a Regional Rural Bank created by amalgamation of Jammu Rural Bank and Kamraz Rural Bank by Government of India while exercising power conferred by Sub-Section (1) of section 23(A) of the Regional Rural Bank's Act,1976 vide notification dated 30th June 2009, issued by Ministry of Finance, Department of Financial Services, carrying on Banking Business, having its Head office at Narwal, Jammu, Pin-180006, Jammu and Kashmir, hereinafter referred to as the "Bank".

Detailed information about J&K Grameen bank is available at Banks website www.jkgb.in.

(C) Objective of Tender

Rate Contract regarding AMC of UPS of Branches / Offices of Kashmir region and UT of Ladakh for a period of 02 years.

Sealed Tenders are invited from interested vendors for providing AMC services related to UPS of Branches / Offices of the Bank located in Kashmir region and UT of Ladakh.

The Tender document can be downloaded from official web site of the Bank www.jkgb.in Other details i.e. specifications and Terms and Conditions will be available along with the Tender document.

(D) <u>Schedule for Tender Process:</u>

TENDER Ref. No.	JKGB/GAD/UPS/2023-24/180 Dated: 07.04.2023			
Scope of Work				
•	Rate Contract regarding AMC of UPS of Branches /			
	Offices of Kashmir region and UT of Ladakh			
Mode of Tender Submission	Offline			
Contact details for	Mr. Nitesh Sharma			
correspondence regarding	General Administrative Department,			
this TENDER	J&K Grameen Bank			
	Head Office, Narwal-180006, Jammu			
	E-mail: nitesh.sharma@jkgb.in			
	Contact No. 9797127377/ 7051754801			
Tender Type	Open			
Base Currency	INR (₹)			
Consortium	Consortium Bids are not allowed.			
Bid Document Availability	Document can be downloaded from the Bank's website : www.jkgb.in w.e.f. 07.04.2023			
Pre-bid queries	Interested bidders may submit their queries at pdg.hoj@jkgb.in w.e.f. 07.04.2023 to 16.04.2023			
Pre-bid Conference	17.04.2023 at 11:00 A.M. at JKGB Head Office, Narwal, Jammu			
Last date and time for Bid submission	01.05.2023 upto 05:00 P.M.			
Address for submission of	The General Manager,			
Sealed Tender	J&K Grameen Bank			
	Head Office, Near Fruit Complex Narwal-180006,			
	Jammu			
	OR			
	The General Manager,			
	J&K Grameen Bank			
	RO Sopore, Umrabad Bypass, Near-J&K Bank ZO-			
Technical Did ananing data	North Kashmir, DISTT. Baramulla, 193201			
Technical Bid opening date Commercial Bid opening	06.04.2023 at 12 noon.			
date	To be communicated separately to technically qualified bidders only			
Project Duration Tender Fee (Non-refundable)	Two (02) years Rs.1180- (Rupees One Thousand One Hundred			
	Eighty Only)			

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EMD	(Earnest	money	Deposit)	
Amou	nt (₹)			Only) in the form of TDR pledged to the General Manager J&K Grameen Bank, Head Office, Jammu. Validity of EMD should be atleast Two years and 06 months.

(E) TERMS AND CONDITIONS:

The following terms and conditions will be binding on all the Bidders. These terms and conditions will also form a part of the Empanelment Letter, to be issued to the Successful Bidder and shall be applicable during the complete term of the agreement with the Successful Bidder/s:

1. Tender fees (non- refundable) of Rs.1180/- (One thousand one hundred and eighty only), to be

remitted through NEFT only vide below mention details:

- A/C No. : 309601010000075
- A/c Name: Parking account for NEFT/ RTGS
- IFSC : JAKA0GRAMEN
- Bank Name: J&K Grameen Bank
- Branch Name: Narwal, Jammu
- 2. The Contract period is of 02 years and may be renewed for a period of further 02 years at the sole discretion of the Bank, on mutually agreed Terms & Conditions of both the parties. Tenderers are advised to quote rates after examining the whole tender document. Rates to be quoted should be inclusive of GST.
- 3. Tenderers have to submit all the mandatory documents along with the Tender. Offer without the same shall be treated as shall be considered incomplete and shall be rejected. The documents should be enclosed along with the Technical Bid Envelope only.
- 4. The Earnest Money of Rs.30,000/- (Rupees Thirty thousand only) in shape of TDR pledged to the GENERAL MANAGER, J&K Grameen Bank should be accompanied with the Tender. Any Tender without EMD will out rightly be rejected by the bank. The TDR may be of any branch of J&K Grameen Bank or any branch of a Scheduled Commercial Bank. Suppliers registered with Director General of Supplies & Disposals, National Small Industries Corporation, MSME/ Startups are exempted. Tender without EMD shall be considered incomplete and shall be rejected. In case a successful vendor/bidder fails to provide services as per the Terms & Conditions of the Service Level Agreement, the earnest money shall be forfeited.
- 5. Earnest Money of successful bidder shall be released after two months of the expiry period of the contract/ empanelment.

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- 6. EMD of unsuccessful bidders shall be released within 02 months after the completion of Tender process. The unsuccessful bidders have to collect the instrument (in original) from General Administrative Department, Head Office Jammu after submitting an application to release the EMD in their favor. Information regarding release of EMD in favor of unsuccessful bidder shall be provided via mail (as mentioned in the tender document of the bidder). Loss of EMD of unsuccessful bidders (if not collected by them within 02 months w.e.f. the date of communication) shall be the sole responsibility of the said bidder. The bank shall not be responsible for loss of instrument after the after-mentioned time.
- 7. Performance Guarantee: The performance guarantee shall be required to be submitted as Bank Guarantee for contracts above value of Rs. 2.50 lakh. Performance guarantee of 10 percent of the total cost of the contract to be submitted by the successful bidder in the form of TDR or Bank Guarantee from J&K GRAMEEN BANK or any Scheduled commercial bank which should be valid for a period of 60 days beyond the completion of the contract period. Failure of successful bidder to provide the services within the stipulated time shall entail invocation of performance Guarantee or forfeiture of TDR or any other form of deposit as the case may be.
- 8. The contract shall come into effect and binding on the successful bidder from the date of empanelment letter issued by the Bank. The bidders are advised to ensure that they have proper technical staff and Office in North Kashmir region (particularly Baramulla, Kupwara and Bandipora districts) and UT of Ladakh.
- **9.** TDS and GST TDS will be deducted from all Bills at the prescribed rates applicable from time to time.
- **10.** The rates finalized shall remain operative for two (02) years.
- 11. The successful bidder shall provide the services w.e.f. date as mentioned in the empanelment letter failing which the Bank shall be at liberty to cancel the contract of the defaulting bidder and assign the contract to other bidder whose rates fall on second lowest/third lowest (L2/L3) as the case may be to get the services in time. The earnest money of the successful bidder shall be forfeited without assigning any reason. Besides, the Bank shall be entitled to recover the loss/damages which the bank may incur or have incurred on account of getting the services from any other bidder, from the defaulting bidder.
- 12. The engaged vendor has to visit 94 Branches / Offices of the Bank (List attached as Annexure-A) once in each quarter and submit 94 reports (duly attested by the Branch Head / Incharge of the respective Branch / Office) at the end of the said quarter, at GA Cell, GMO (K), Sopore. Besides, the vendor has to visit any Branch / Office as and when the complaint is received from the

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respective Branch during the contract period. The UPS, where the warranty period shall expire during the contract period, shall automatically be covered under this agreement and the vendor has to attend complaint as and when lodged. The cost of AMC of such UPS shall be considered w.e.f. the date of expiry of the warranty period and shall be released on pro-rata basis.

- **13.** The vendor has to submit weekly reports regarding the complaints of the Branches / Offices that are being attended and resolved during a particular week as per ANNEXURE-D.
- 14. The vendor shall be responsible for the maintenance towards routine servicing once in every quarter and labour for attending any number of breakdown calls during the contract period and fault rectification on-site as well as off-site. The AMC shall be for onsite service as well as for all spare parts i.e. it shall cover cost of services and also spares.
- 15. The vendor shall undertake corrective/service maintenance as & when complaints are reported to the firm's centre. All service calls made, shall be attended within a maximum of 24 hrs and the defects be rectified for smooth functioning of the UPS. The agency has to provide the landline & mobile numbers of the technicians/Engineers deployed to every Branch/Office. Further, Call Escalation Matrix should be provided.
- 16. On receipt of a break down intimation, a qualified staff would be deputed immediately on the same day and fault would be rectified immediately on priority basis and within 24 hrs so as to ensure that UPS are functioning satisfactorily. Penalty @Rs.1,000/- per day shall be imposed if there is a delay in attending the call beyond 24 hrs. In case, if the Bidder is unable to attend the call within the stipulated time due to unavoidable circumstances, the same should be informed to the Bank via mail at gad.rok@jkgb.in and pdg.hoj@jkgb.in
- 17. In case of major fault when UPS cannot be set right at the Branch & shifting thereof to the workshop becomes necessary, the vendor will provide a substitute UPS without charging any rent etc. All the costs involved on repairing the existing UPS (including transportation, carriage, labour charges etc.) shall be borne by the bidder.
- 18. The Vendor shall at all times conduct his operation in such a manner so as to avoid any risk of bodily harm to persons or damage to property. In addition the vendor shall comply with all applicable safety standards, codes and regulations.
- 19. The payment shall be released at the end of every 02 quarters after submission of 188 duly verified reports (94 reports of each quarter). The reports shall be analysed at GA Cell GMO-K and the payment shall be released within 15 days from the date of submission of the reports pertaining to 2nd quarter of the contract period.

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- 20. Bank, if not satisfied with the services provided by the vendor/successful bidder i.e. if the complaints are not attended on time, or there is delay in providing services to the Branches, Bank may cancel the entire contract and invoke the Performance Guarantee/EMD including black-listing of the vendor.
- The Bank reserves the right to accept/reject any Tender/or all Tenders without assigning any reason thereof.
- The conditional Tenders shall be rejected out rightly and no correspondence of any nature shall be entertained.
- 23. The Bidder should also provide Declaration regarding not-being blacklisted or otherwise and Declaration that the documents attached in response to this bid are genuine and bonafide, should be provided (Refer Annexure-C).
- 24. Bank may disqualify the bidder, if at any time, it is found that any information submitted by the bidder/vendor/service provider as mentioned in the Tender document is false or materially inaccurate/incomplete.
- **25. Dispute**: If a dispute of any kind, whatsoever, arises between the Bank and vendor/successful bidder in connection with or arising out of the contract of supply of goods/providing of service, whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, in-action, determination; matter in dispute shall be referred to the Internal Dispute Resolution Tribunal of the Bank and if not acceptable to vendor/service, it shall then be referred to Arbitrator of the Bank. The decision of Internal Dispute Resolution Tribunal or Arbitrator of the Bank as the case may be, shall be final and binding on the parties.
- **26. Arbitration**: All disputes between the parties after the repudiation/cancellation, termination, or abandonment thereof shall be referred to a sole arbitrator for adjudication through arbitration, if reference thereof to Dispute Resolution Tribunal is not acceptable to the vendor/service provider as the case may be. The arbitration shall be conducted in accordance with the provisions of the J&K Arbitration & Reconciliation Act 1997, Arbitration and Conciliation Act 1996. The Courts in Jammu alone shall have jurisdiction over such arbitration proceedings.
- **27.** The resultant contract will be interpreted under Indian & J&K UT Laws.
- 28. Bidders are not permitted to alter or modify their bids after submission of the tender.
- **29.** The Tenderer should **sign & affix his/her firms stamp on each page of the Tender** and all its related documents as the acceptance of the offer made by the Tenderer will be deemed as a contract and a formal agreement will also be drawn regarding the contract.

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- 30. The successful bidder has to submit duly signed and stamped notarized Service Level Agreement to the Bank within 07 days w.e.f. the date of issue of Empanelment Letter, on the agreed Terms & Conditions as mentioned above. Format of Service Level Agreement shall be provided along with the Empanelment Letter.
- **31.** Bank shall have the right to call upon the information regarding status of work at any point of time.
- **32. Sensitive Information**: Any information considered sensitive must be protected by the bidder / vendor from unauthorized disclosure, modification or release or access. The Successful Bidder has to sign a Non-Disclosure Agreement with the Bank.
- 33. The Tenderers are advised to submit the <u>Technical bids & Commercial Bids</u> in separate sealed envelopes & both the envelopes should be enclosed in a single envelope clearly stating "Rate Contract regarding AMC of UPS of Branches / Offices of Kashmir region and UT of Ladakh" & shall also indicate their telephone numbers and valid email address.

F. MINIMUM ELIGIBILITY CRITERIA:

- 1. The Bidder should be a registered Indian Firm / Company.
- The Bidders will have to submit self-attested photocopy of the GST Registration Certificate and PAN Card along with the Tender. No Tender shall be accepted without <u>PAN/GST</u> Number.
- 3. The Bidder should have a minimum experience of two (02) years regarding AMC of UPS of PSBs/RRBs/Financial Institutions/Govt. Institutions / Corporates (Experience Certificate to be enclosed). Note: The bidder must have provided services regarding repairing / servicing of a minimum no. of 20 UPS during each year and the same should be mentioned on the experience certificate.
- The bidder should have Average Annual Turnover of Rs.2.00 Lakh during last three years. (Certificate to be enclosed). Copy of self-attested Income Tax returns of the last three Financial Years (2019-20,2020-21 & 2021-22) should be enclosed.
- The bidder should be a profit making firm for the last three Financial Years. Net Profit after Tax should be considered. The Bidder will have to submit copy of Financial Statements (Audited Balance sheet and Profit & Loss Statement) for the last three Financial Years (2019-20, 2020-21 & 2021-22).
- 6. The Bidder should not have been blacklisted by the Deptts./ Ministries of Govt. of India/ PSUs/Autonomous Bodies/Banks etc. Undertaking to be provided by the bidder.

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G. DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID:

- Copy of Registration Certificate.
- ➢ Copy of PAN.
- > Copy of GST Registration Certificate.
- Earnest Money Deposit
- Receipt of Tran/UTR no. of Tender Fee.
- Financial Statements (Audited Balance sheet and Profit & Loss Statement) for the last three Financial Years (2019-20, 2020-21 & 2021-22).
- > Income Tax Returns for the last three Financial Years (2019-20, 2020-21 & 2021-22).
- > Declaration regarding not-being blacklisted / debarred.
- Declaration that the documents attached in response to this bid are genuine and bonafide. (Annexure-C)
- Experience Certificate for the last 3 years for doing similar work with PSBs/RRBs/Financial Institutions/Govt. Institutions / Corporates

H. DOCUMENTS TO BE SUBMITTED ALONG WITH COMMERCIAL BID:

Price Bid as per Annexure "B" only. (No other document is required to be submitted with the Commercial Bid)

Note: All documents should be stamped and signed by the Bidder.

Interested bidders fulfilling the above mentioned eligibility criteria and agreeable to abide by the terms and conditions are required to submit their bids on or before last date, as per Annexure"B" If any information is found false, the application will be rejected out rightly.

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List of Branches (Annexure-A)

RO Bandipora					
S Branch / Office		Rating of UPS (in KVA)			
1	Agri-Kalan	2 KVA			
2	Aragam	2 KVA			
3	ARINDARDPORA	2 KVA			
4	Ashtingo	3 KVA			
5	BANDIPORA BRANCH	2 KVA			
6	CHANDILORA	2 KVA			
7	DAWAR GUREZ	2 KVA			
8	DOBIWAN	2 KVA			
9	E/C SHALTANG	2 KVA			
10	GOSBUG	2 KVA			
11	HAJIN	3 KVA			
12	HANJIWARA	3 KVA			
13	HYDERBEIGH	2 KVA			
14	KARGIL	2 KVA			
15	KHANPETH	2 KVA			
16 KHORESHERABAD		2 KVA			
17	KUNZER	2 KVA			
18	LEH	2 KVA			
19	MIRGUND	2 KVA			
20	NADHIHAL	2 KVA			
21	NEHALPORA	2 KVA			
22	NOWGAM SONAWARI	2 KVA			
23	OGMUNA	2 KVA			
24	PALHALAN, PATTAN	2 KVA			
25	PANZINARA	2 KVA			
26	PATTAN	2 KVA			
27	QUILMUQAM	2 KVA			
28 SAFAPORA		2 KVA			
29	SHEERPORA	2 KVA			
30	SUMBAL	2 KVA			
31	TANGMARG	2 KVA			
32	TILGAM	2 KVA			
33	WAILU KRALPORA	2 KVA			
34	WATPORA	2 KVA			

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RO Baramulla						
S No.	Branch / Office	Rating of UPS (in KVA)				
1 AZADGUNJ		2 KVA				
2	BIJHAMA	3 KVA				
3	BOMAI	2 KVA				
4	BONIYAR	2 KVA				
5	BOTINGOO	2 KVA				
6	DOOROO	2 KVA				
7	GINGAL	2 KVA				
8	HYGAM SOPORE	2 KVA				
9	JADEED	2 KVA				
10	KACHUMUQAM	2 KVA				
11	KAKARHAMAM	2 KVA				
12	KAMALKOTE URI	2 KVA				
13	KANISPORA BRANCH	2 KVA				
14	KHANPUORA BARAMULLA	2 KVA				
15	KRANKSHIVAN	2 KVA				
16 MB SOPORE		2 KVA				
17 MODEL TOWN (NOORBAG)		2 KVA				
18 NEW COLONY SOPORE		2 KVA				
19 OTHOORA		2 KVA				
20 PATLHA		3 KVA				
21 PEERNIYA		2 KVA				
22	PRINGAL	2 KVA				
23	REBAN	2 KVA				
24	SANGRAMA BRANCH	2 KVA				
25	SEER-JAGIR	2 KVA				
26	SHEERI	2 KVA				
27	SINGHPORA KALAN	2 KVA				
28	TREGPORA	2 KVA				
29	TUJAR-SHARIEF	2 KVA				
30	UMER MARKET	2 KVA				
31	URI , BARAMULLA	2 KVA				
32	WAGOORA	2 KVA				
33	WAGUB SOPORE	2 KVA				
34	WARPORA	2 KVA				
35	WATERGAM	2 KVA				

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RO Kupwara					
S No.	Branch / Office Rating of UPS (in KVA)				
1	BAGH BELLA	2 KVA			
2	CHOWKIBAL	2 KVA			
3	CHUGAL	2 KVA			
4	DRUGMULLA BRANCH	2 KVA			
5	GULGAM	2 KVA			
6	HANDWARA BRANCH	2 KVA			
7	KALAMABAD	2 KVA			
8	KANDI KARNAH	2 KVA			
9	KANTHIPORA	2 KVA			
10	KHUMRIYAL	2 KVA			
11	KRALGUND	2 KVA			
12	KRALPORA	2 KVA			
13	KUPWARA BRANCH	2 KVA			
14	LADERWAN	2 KVA			
15	LALAPORA	2 KVA			
16	NATNUSSA	2 KVA			
17	NOWGAM	2 KVA			
18	PHUROPETH	2 KVA			
19	POSHWAN	3 KVA			
20	TADD	2 KVA			
21	TARATHPORA	2 KVA			
22	WILGAM	2 KVA			
23	YUNISOO	2 KVA			
24	RO KUPWARA	2 KVA			

	RO SOPORE	
S No.	Branch / Office	Rating of UPS (in KVA)
1	RO SOPORE	10 KVA

<u>COMMERCIAL BID (ANNEXURE-B)</u> (FOR 94 UPS INSTALLED AT VARIOUS BRANCHES / OFFICES OF THE BANK FALLING UNDER JURISDICTION OF RO SOPORE

:

Name of bidder	
Address	
Telephone/Mobile No.	

S. No	Detail of Work (UPS)	Rate per Unit per Year	Total Qty	Total Cost of the Project
1	AMC of 02 KVA		87	
2	AMC of 03 KVA		06	
3.	AMC of 10 KVA		01	
		Grand Total	94	

- Rates should be inclusive of all charges (including service charges, GST, all other taxes etc.)
- Contract Period: 02 years

Sign of the Tenderer (With Seal) (Sole Proprietary/ Partnership)

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(ANNEXURE- C) DECLARATION

(To be given on Firm/ Company Letter Head)

То

The General Manager J&K Grameen Bank Head Office, Narwal Jammu

Dear Sir,

- 1. I/We have read and understood the contents of the Tender/Rate Contract and agree to abide by all the terms and conditions of this Tender.
- 2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake that the EMD submitted by me/us shall be retained by the Purchaser as Performance Security as a pre-requisite for signing the Contract Agreement.
- 3. I/ We also confirm and undertake that the documents attached and information provided by me/us to the bank in response to the Tender/ Rate Contract is/ are genuine to the best of my knowledge. In case any of the documents/ information is found to be false/ fake/incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit.
- 4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm/Company was or is Proprietor or Partner or Director of any firm/ Company with whom any Government Deptt/ PSU or Bank has blacklisted/ banned / suspended business dealing. I/We further undertake to report to the J&K Grameen Bank immediately after we are informed but in any case not later than 15 days, if any firm/Company in which Proprietor /Partners/Directors are Proprietor Partner or Director of such а firm/Company or which is blacklisted/banned/suspended in future during the currency of the Contract with you.

(Signature of the Bidder) Name: Date: Designation: Seal of the Firm/ Company

ANNEXURE-D Weekly Report regarding complaints of the Branches / Offices:

Dear Sir,

The complaints of the below mentioned Branches / Offices have been received and resolved w.e.f. dd/mm/yyyy to dd/mm/yyyy

S No.	Branch / Office	Complaint Received on	Complaint Resolved on	REMARKS

(Signature of the Bidder) Name: Date: Designation: Seal of the Firm/ Company

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