



On-Line RFP (e-RFP)
For
Supply of Executive and Officer Pens

e- RFP Ref. No.: JKB/CSD/Officer-Pens/2025-1467
Dated: 17-07-2025

Issued by:
J&K Bank Ltd.
Central Stationery Department,
Nowgam Bypass Srinagar, 190015,

The Jammu & Kashmir Bank Limited, Banking Company under the companies Act-2013 having its registered office at corporate Headquarters
M A Road Srinagar

Tender File No. P-199

Online Request for Proposal (RFP)
FOR
Supply of Executive and Officer Pens (Two Year Rate Contract Basis)

Bank's Website: [https:// www.jkbank.net](https://www.jkbank.net)

e-Tendering Service Provider Portal: <https://jkbank.abcpurchase.com>

S.No	Subject	Page No.
1	Covering Page	1
2	Table of Contents	2
3	Disclaimer	3
4	Notice for Tender/ Request for Proposal	4
5	Sequence of Events for RFP	5-6
6	Request for Proposal (incl T&Cs)	7-18
7	Technical Bids (Information and Documents to be submitted-Annexure I)	19
8	Price/Commercial Bids Format (Annexure-II)	20
9	Price Bid Undertaking Format- Annexure-III	21
10	Tender Acceptance Letter Format-Annexure IV	22
11	Declaration- Annexure V	23
12	Proforma for the Bank Guarantee for Performance Security Deposit & Earnest Money Deposit- Annexure VI	24-27

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 Ltd 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.

The Jammu & Kashmir Bank Limited, Banking Company under the companies Act-2013 having its registered office at Corporate Headquarters M A road Srinagar Central Stationery Department, Nowgam

REQUEST FOR PROPOSAL (RFP) for
SUPPLY of Executive and Officer Pens

The Jammu & Kashmir Bank Ltd invites online bids under **two bid system viz. technical bid and financial bid** for printing and supply of Executive and Officer Pens on “Two Year Rate Contract Basis” as per the specifications, requirements, instructions and terms and conditions mentioned in the tender document/RFP. **Manual bids shall not be accepted.**

2. Document Download:

The detailed tender document/RFP shall be available on the Banks website www.jkbank.net and Banks online tender portal <https://jkbank.abcpurchase.com>.

Deputy General Manager (BSD)

Schedule of Events:	
e-RFP Ref. No.	JKB/CSD/Officer-Pens/2025-1467 Dated: 17-07-2025
Department Name	Central Stationery Department, Nowgam Bypass Srinagar, 190015 J&K
Scope of Work	Supply of of Executive and Officer Pens
Mode of Tender Submission	Online, through Bank's e-Tendering Service Provider's portal https://jkbank.abcpocure.com
Contact details of issuing Department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Mr. Mehraj Ud Din Shah Chief Manager J&K Bank Central Stationery Department, Nowgam Srinagar, Kashmir 190 015 e-mail: centralstationery@jkbmail.com , mehrajudin.shah@jkbmail.com Ph.No. 0194-2311452 M.No. 9622343535
Tender Type	Open
Type of Contract	Two Year Rate Contract
Consortium	Consortium Bids are not allowed.
Bid Document Availability including changes/amendments, if any to be issued	Document can be downloaded from Bank's e-Tendering Service Provider's Portal https://jkbank.abcpocure.com w.e.f.
	July 19, 2025 16.00 Hrs. to July 29, 2025 17.00 Hrs.
Last date for Pre-Bids Queries & Submission Mode	All clarifications / queries shall be raised only through e-tendering portal https://jkbank.abcpocure.com by or before July 22, 2025 17.00 Hrs

Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on July 25, 2025	
Last date and time for Bid	July 29, 2025 17.00 Hrs.	
Submission of online Technical Bid & Commercial Bid	As prescribed in Bank's online tender portal https://jkbank.abcprocure.com	
Reverse Auction, if found feasible by 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.	
Bid Validity Period (Days)	180 Days	
Tender Processing Fee (Non-Refundable)	Rs. 500/- (Rupees Five hundred Only) inclusive of GST to be credited through NEFT only vide below details: 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 MA Road Srinagar J&K – 190001 UTR Number may be uploaded on E-tendering portal This shall include the cost of tender documents.	
Earnest Money Deposit (EMD (Refundable)	Rs. 25000 /-(Rupees Twenty Five Thousand Only) to be transferred to the following a/c with Bank details given as: Account Name: Earnest Money Deposit (EMD) 16-digit Account No : 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K – 190001 UTR Number & Date may be uploaded on e-Tendering Portal as Proof of the EMD	
Eligibility & Technical Criteria	As per Tender Document	
CORRIGENDUM	All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com only	
For e-Tender related Queries	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 Help Desk:	
	Sr. No	Name
	1	Sandhya Vekariya – 6352631968
	2	Suraj Gupta – 6352632310

4	Imran Sodagar - 9328931942
----------	-----------------------------------

RFP Document

General Informational/ instructions to Bidders

1. Definitions:

- (i) The 'Purchaser/Bank' means The Jammu & Kashmir Bank Ltd
- (ii) The 'bidder' means the Company/partnership firm/proprietorship concern who participates in the tender and submits bid.
- (iii) The 'supplier' means the Company/partnership firm/proprietorship concern supplying the goods under the contract.
- (iv) The 'quoted price' means the price payable to the supplier under the purchase order for the full and proper performance of its contractual obligation
- (v) The words Bid /tender document/ Request-for-proposal have been used interchangeably unless otherwise mentioned

2. Bid Document: The bid document/RFP comprises of pages 1 to 27 which interalia includes

- (i) Disclaimer/ Sequence of Events/
- (ii) General Informational/ instructions to Bidders
- (iii) Terms & conditions of the tender/ RFP
- (iv) Technical Bid Format - (Annexure-I)
- (v) Price/Commercial Bid Format (Schedule of Rates)-(Annexure-II)
- (vi) Other Annexures (III to VI)

2.2: The Bidder(s) is are required to examine all instructions, terms and conditions contained in the bid document. Failure to furnish all information required as per the bid document shall result in rejection of the bid without any notice.

3. Minimum Eligibility Criteria:-

Bidders should:-

- (i) Have minimum Turnover of Rs. 50 Lac per year during each of the last three financial years (Audited BS / PL statement for both years to be uploaded).
- (ii) ITR for the financial years 2021-22, 2022-23 & 2023-24.
- (iii) Bidder should not have been blacklisted by the Deptts./Ministries of the Govt. of India/PSUs/Autonomous Bodies (Declaration has to be submitted in the prescribed format – Annexure-V).
- (iv) Shall Deposit an EMD of Rs 25000/- (MSEs shall be exempted).
- (v) Tender Document Fee of Rs 500/- (MSEs shall be exempted).
- (vi) GST Registration along with GST Returns Filing Proofs of last one year
- (vii) Attested copies of purchase orders/experience documents in respect of supply of quoted or table stationery items only supplied to any Scheduled Commercial bank/Banks or any reputed Firms/Companies only in the last five years with the aggregate total value of Rs 7 lac or more in any two years.

The Financial/Price Bids for the bidder whose Technical Bids are complete and conform to the eligibility criteria, shall be opened only after ascertaining suitability of samples, asked by the bank.

4. Documents/Certificates

The bidders are required to upload the following documents along with Technical Bid (preferably in pdf format). Documents in original should be produced by the bidder as and when asked by the bank), failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (a) Registration certificate as per existing norms (indicating the legal status—company/partnership firm/proprietorship concern, etc.);
- (b) Scanned Copy of GST Registration Certificates along with GST Returns Filing Proof of last one year;
- (c) Scanned Copy of PAN/GIR Card Registration Certificates;
- (d) Scanned Copy of Income Tax Returns (last three financial years see Annexure-I)
- (e) Scanned Copies of Audited Profit & Loss Account Statements (last three financial years see Annexure-I)
- (f) Price Bid Undertaking (Annexure-III, Tender Accepting letter (Annexure-IV), Declaration regarding blacklisting or otherwise. and Declaration that the documents uploaded in response to this bid are genuine and bonafide. (Annexure-V)
- (g) Attested copies of purchase orders/ experience documents in respect of supply of quoted or Table stationery items only supplied to any Scheduled Commercial bank/Banks or any reputed Firms/Companies only in the last five years with the aggregate total value of Rs 7 lac or more in any two years.
- (h) Tran/UTR Nos. of Bid Security/ Earnest Money Deposit (EMD) of Rs 25000/- deposited in the prescribed A/c.
- (i) Tran/UTR number of Tender participation fee of Rs 500 deposited in the prescribed A/c.
- (j) 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 part of the bidder to do so may lead to rejection of his bid.

Note: The documents / information sought should be in the same serial order as given in the technical bid format (Annexure-I).

5. Earnest Money Deposit:

5.1 Earnest Money Deposit (EMD) of Rs 25000/- (Rupees Twenty Five Thousand Only) must be deposited by bidders in the in the prescribed account and its proof, i.e. the UTR/No / Tran No. be uploaded on the e-Tendering Portal by or before the last day of submission of bid.

5.2 EMD shall remain valid for a period of 60 days beyond the final validity period of bids (180 days) from the date of opening of the bids.

5.3 No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous job/supply will be entertained.

5.4 EMD for lesser amount / EMD not submitted in the manner prescribed will be rejected and returned to the bidder.

5.5 The EMD of the bidder/s will be discharged / returned to them within 30 days after finalization and award of the contract without any interest.

5.6 The EMD may be forfeited (a) if a bidder withdraws his bid during the period of bid validity specified in the bid document or fails to login in Reverse Auction Process wherever required.

(b) In the case of successful bidder, the bidder shall be required to provide Performance Security Deposit (PSD) equivalent to 5% of the contract value, which shall be retained till the duration of the contract period of two years and shall get forfeited in case he fails to fulfil any of terms and conditions mentioned in the tender/subsequent agreement.

(c) The bid security may be forfeited in case of breach of any terms and conditions of RFP.

5.7 The MSEs shall not be required to pay tender document fee and are exempted from payment of earnest money, Subject to furnishing of relevant valid certificate for claiming exemption. However in case of emerging as a successful bidder, the MSE shall also be required to provide Performance Security deposit equivalent to 5% of the contract value.

NOTE: EMDs can be submitted in the form of BGs issued by a Scheduled Commercial Bank other than Jammu and Kashmir Bank Ltd (Payable to J & K Bank Ltd M.A.Road Srinagar represented by DGM,BSD,CHQ) (Annexure-VI). UTR Number/ BG Proof should be uploaded on E-tendering portal.

6. Submitting of Samples:

Bidders are further required to submit **sample with printed Logo**, against each item in Annexure-II, for which the rates have been quoted by or before the last day of submission of bid at The Jammu & Kashmir Bank Ltd, Central Stationery Deptt, Nowgam Bye-Pass Srinagar (J&K). The samples shall be duly stamped and signed by the bidder. The samples shall not be returned back to the bidders. Bids not accompanied by samples (wherever asked for) will be summarily rejected.

7. Clarification on Bid document-

In case the prospective bidders need any clarification regarding any terms and conditions of the tender, bidder may seek clarification through the online procurement portal on or before the time indicated in the Schedule of Events.

8. Amendment of Bid document

8.1 At any time prior to 'Pre-bid Queries Response date' indicated in Critical Date Sheet, the purchaser may for any reason whether at its own initiative or in response to a clarification requested by any prospective bidder, modify the bid documents by amendment. The amendment will be uploaded onto Banks website www.jkbank.net and Banks online tender portal <https://jkbank.abcpocure.com> for the benefit of all the prospective bidders.

8.2 In order to give prospective bidders reasonable time for taking an amendment into account in preparing their bids, the Bank may at its discretion, extend the deadline for the submission of bids. However, it will in no way be mandatory for the Bank to extend the deadline in case of any amendments.

9. Rejection of incomplete and conditional tenders: The incomplete and conditional tenders will be rejected.

10. Non transferability: The bids shall be non-transferable to or by any bidder/supplier

11. Preparation and Uploading of e-Tender

11.1 Bidder should take into account corrigendum, if any, published to the tender document before uploading their bids.

11.2 The bid uploaded online by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the purchaser shall be written in English only through e-procurement portal.

12. Documents comprising the bid

The bids shall comprise of (i) technical bid and (ii) the financial bid:

(i) The technical bid comprising of all the information/ documents sought should be uploaded onto e-procurement portal. The documents / information sought should be in the same serial order as given in the

technical bid format. (Annexure-I). Any clarification or document required during the course of Technical Evaluation may be sought by the Technical Evaluation Committee from the bidder/bidders.

(ii) The financial bid shall specify the rates / prices in the format shown in the financial bid/price schedule (Annexure-II) and should be uploaded onto the e-procurement portal.

N.B. : All the documents uploaded must be legible, otherwise the bid is likely to be rejected.

13. Bid Prices

13.1 The rates should be quoted in Indian Rupees only in words as well as figures inclusive of all levies and taxes including GST as applicable for the specifications of items and F.O.R. delivery Destination mentioned in the Annexure-II (price bid format). There should be no separate mention of GST in the quoted rates. All inclusive rate shall be treated while evaluating the quotes.

13.2 Only one price should be quoted for the item and if more than one price is quoted for different destinations, the lowest rate quoted by a bidder will be valid and considered for evaluation.

13.3 Rates/prices shall be valid for a period of two years from the date of issuance of first supply order. Rates/Prices shall remain fixed during the entire period of contract, i.e. two years. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained. A bid with an adjustable price quotation will be treated as non-responsive and will be rejected.

14. Period of validity of bids

The bid shall remain valid and open for acceptance for a period of 180 days from the last date fixed for opening the same. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

15. Deadline for submission of bids

15.1 Bids must be uploaded in the bank's e-procurement portal mentioned in this document on or before the prescribed date and time mentioned in the Critical Date Sheet of this RFP.

15.2 The Bank may at its discretion, extend the deadline for bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Purchaser and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

15.3 The responsibility for uploading the bids in time would rest with the bidder.

15.4 Telegraphic/Fax offers will be treated as defective, invalid and rejected. Only detailed complete bids received through the bank's e-procurement Portal prior to the closing time and date of the bids will be taken as valid.

16. Bid Opening

Bids will be opened by the Central Procurement Committee at the Banks Corporate Headquarters generally in the subsequent week after the closing date of the bid.

17. Process to be confidential

17.1 After the opening of bids by the Central Procurement Committee, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

17.2 Any effort by the bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

18. Clarification of Bids

18.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may ask the bidders individually for clarification of their tenders.

18.2 The request for clarification and their response shall be through e-procurement portal but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Purchaser during the evaluation of the tenders.

18.3 The bidder shall promptly provide all necessary information and documents to be submitted to the Purchaser during evaluation of its tender. Failure to provide correct and timely information, concealment of material facts regarding litigation history and arbitration proceedings, etc., having a material bearing on the evaluation process may render its tender being treated as non-responsive and will be liable to be rejected summarily.

19. Technical evaluation

19.1 The Purchaser shall carry out the evaluation solely based on the uploaded certificates/documents in the e-procurement system, and the quality of samples, wherever applicable.

19.2 The Technical Evaluation Committee shall examine/ evaluate the technical bids to determine whether they (i) fulfill the minimum eligibility criteria as per pre-clause 3, (iii) submitted the requisite documents as per pre-clause 4 (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc., including submitting of samples, if any asked. The Technical Evaluation Committee may seek any clarification or documents from the bidder/bidders if required.

19.3 Prior to financial evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bid document. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without any deviation or reservation. The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

19.4 A bid determined as substantially non responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

19.5 The Purchaser 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.

20. Financial evaluation and comparison of substantially technically responsive bids

20.1 After the technical evaluation, which could involve ascertaining suitability of samples (wherever asked) by the Central Procurement Committee, the Bank shall carry out the evaluation solely based on the uploaded schedule of rates (price bids) in the e-procurement system.

20.2 The financial bids of only those technically qualified bidders only will be recommended for opening and consideration by the Central Procurement Committee whose samples are approved by the committee. The said Committee will evaluate the bids to determine whether (i) they are complete; (ii) the requisite bid securities have been furnished; (iii) the bids are generally in order, etc. (iv) the suitability of samples for procurement (if samples have been sought by the purchaser).

20.3 The purchaser shall shortlist those who are eligible and submitted substantially technical responsive bids for opening of financial bid, which shall include submitting of samples, if any required in terms of eligibility of technical bid. The financial bids of unsuccessful bidders (who have not qualified for technical bid on the basis of set eligibility and on the basis of non-suitability of the sample provided by them as decided by the Central Procurement committee in its absolute discretion) would not be opened.

21. Award of Contract

21.1 The contract shall be awarded with the approval of the competent authority to the bidder whose bid has been determined eligible and substantially responsive to the bid documents and who has offered the lowest

evaluated bid subject to the suitability or otherwise of the samples asked for, determined by the Central Procurement committee, and followed by Reverse auction which will be done line item wise with the bidders wherever deemed necessary by the Central Procurement Committee at its own discretion setting a threshold price for the product for which the said two or more shortlisted bidders shall be required to compete.

21.2 It should be noted that the decision for acceptance of the samples (if asked for) as suitable or otherwise as mentioned above shall be at the sole and absolute discretion of the Quality Assurance Committee. No correspondence shall be entertained in this regard.

21.3 To ensure the timely supplies, the Central Procurement committee shall also be empowered in its own discretion to award the contract to single, two or more bidders as may be deemed by the bank.

21.4 The decision of the Purchaser in this regard shall be final and binding.

22. Right to accept/reject any or all Bids

The Purchaser reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

23. Notification of Award

23.1 Prior to the expiry of the prescribed period of bid validity, the Bank will notify the successful bidder on e-procurement Portal or through its e-mail address that his bid has been found successful.

23.2 The notification of award will constitute the formation of the contract.

24. Annulment of the Award

24.1 Failure of the successful bidder to comply with any of the requirements at any point of time shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

24.2 Purchaser reserves the right to disqualify the bidder for a suitable period who fails to supply the item in time. Further, the bidder whose item does not perform satisfactorily or the quality of which is not satisfactory may also be disqualified for a suitable period as decided by the Purchaser.

24.3 Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

25. Interpretation of the contents of the bid document:

In case of dispute with regard to meaning or intent of any part or whole of this bid document, the interpretation decided by the purchaser shall have to be acceptable to the bidders.

The participation of the bidders for this tender shall be treated as acceptance of all instructions and terms & conditions, including amendments if any, for fulfillment of contract.

26. All costs and expenses incurred by interested bidders in any way associated with the development, preparation and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by J & K Bank, will be borne entirely and exclusively by the Bidder.

27. Each bidder having responded to this RFP Acknowledges to have read, understood and accepts the selection and 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.

28. Corrupt and fraudulent practice:

- i. The bidders shall observe the highest standard of ethics during the procurement and execution of such contract and shall not indulge in any corrupt and fraudulent practice.
- ii. 'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- iii. 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- iv. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it becomes known that the company/ partnership firm/proprietorship concern has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

29. J&K Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

30. After the completion of bidding process, the successful bidder will be required to sign an agreement with the bank wherein all the terms and conditions governing the parties will be mentioned.

31. The Contract and any obligations arising out of or in connection with the Contract shall be governed by the laws of India read with the local laws of the Union Territory of J&K, wherever applicable. The courts at Srinagar (J&K) shall have exclusive jurisdiction to determine any proceeding in relation to the Contract.

32. The Bidder agrees and undertakes to Indemnify the Purchaser and keep it indemnified against losses, damages suffered and claims, action/suits brought against the Purchaser on account of any act or omission on part of the Bidder, its agent, representative, employees in relation to the performance or otherwise of the Services to be provided under the RFP.

33. The Bidder shall, by responding to the Bank with a bid/proposal, be deemed to have accepted the terms of this document and the disclaimer in totality without any condition whatsoever and accepts the selection and 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.

TERMS & CONDITIONS

01. Application

The general conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

02. Standards

2.1 The goods supplied under this contract shall conform to the standards prescribed specifications mentioned there against the goods in the financial bid, and also as per the samples submitted by the bidder.

Delivery of Supplies: The supply for the item has to be made F.O.R the destination/destinations within 20-40 working days (which shall be the TAT) from the date of purchase order issued by the bank as per the quantity mentioned against each destination in Annexure-II (Price Bid/ Schedule of Rates). The bank reserves the right to reduce the period of supply depending on the urgent requirement/need of the items in any particular supply order. The supplier shall mandatorily have to share all the dispatch details/tracking information/Transporter details as and when asked for. **The decision of the Bank in this regard shall be final and binding.**

03. Delay in Supplies: Delay in supplies or non-compliance of any other terms and conditions shall render the whole supply order liable for rejection besides imposition of liquidated damages / forfeiture of performance security deposit as mentioned below:

Period of supply	TAT as per the supply order
Commencement of supply	As mentioned in the supply order
Liquidated Damages for delay (\leq 10 days beyond TAT)	2% of total supply order value
Liquidated Damages for subsequent delay ($>$ 10 days & \leq 20 days beyond TAT)	5% of total supply order value
Liquidated Damages for subsequent delay ($>$ 20 days & \leq 30 days beyond TAT)	7% of total supply order value
Liquidated Damages for further subsequent delay ($>$ 30 days beyond TAT)	10% of total supply order value or cancelling remaining supply order/performance security deposit.

04. Performance Security Deposit (PSD):

4.1 In case of successful bidder, they shall be required to provide Performance Security Deposit (PSD) equivalent to 5% of the contract value which shall be retained till the duration of the contract period of two years and shall get forfeited in case the successful bidder fails to fulfil any of terms and conditions mentioned in the tender.

4.2 The PSD should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations by the supplier including warranty obligation, if any.

4.3 PSD can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period or for supply of goods of inferior quality, size, design or not confirming to samples/specifications of quoted item.

Note: Performance Security deposit can be submitted in the form of BG issued by a Scheduled Commercial Bank other than Jammu and Kashmir Bank Ltd (Payable to Jammu and Kashmir Bank Ltd M.A.Road, Srinagar represented by Deputy General Manager, BSD, J&K Bank CHQ Sgr). In case of failure on the part of successful bidder to execute

the supply order Bank shall be at liberty to invoke the same and claim the amount of Bank Guarantee without any demur or protest either from the successful bidder or issuing Bank.

05. Termination for Default

5.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part, if

(a) the supplier/bidder fails to deliver any or all the goods/items within the time period (s) specified in the P.O., or any extension thereof granted by the purchaser;

(b) the supplier/bidder fails to perform any other obligation(s) under the T & Cs of this tender document: and

(c) the supplier/bidder, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

(d) Supply of defective goods not confirming to samples (if any) poor quality design, brand, etc.

(e) In the event of the supplier/bidder's inconsistency or non-responsiveness in communications through telephone or email

5.2 In the event the purchaser terminates the contract in whole or in part pursuant to Para 5.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier/bidder shall continue the performance of the contract to the extent not terminated. The purchaser is free to procure the supplies in lieu of undelivered/delayed/defective supply from other source at the risk and cost of the supplier/bidder.

5.3 The Bank shall have right to terminate the contract by giving notice in writing without assigning any reasons for such termination. The termination will be effective immediately after the termination letter is delivered to the Successful bidder on the address recorded with Bank for business correspondence. The Bank shall be liable to pay for any services rendered up to the date of such termination.

06. Set Off:

Any sum of money due and payable to the successful bidder (including Performance Security Deposit refundable to him) under this contract may be appropriated by the purchaser and set off the same against any claim of the Purchaser for payment of sum of money arising out to this contract or under any other contract made by the supplier/bidder with the Purchaser.

07. Settlement of disputes

It will be the endeavor of the parties to resolve amicably any disputes or differences that may arise between them for misconstruing the meaning and operation of this RFP and the breach that may result. In case of dispute or difference arising between the parties relating to any matter arising out of or connected with this RFP, such disputes or differences shall be settled in accordance with the Arbitration and Conciliation Act 1996. The sole Arbitrator shall be chosen mutually by the parties. The decision of the Arbitrator shall be final. The expenses of the arbitrator as determined by the arbitrator shall be borne equally by the parties.

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

08. Mode of Payment

(a) Payment against Bill / Invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of the Bank Payment will be made direct to the supplier/bidder through A/c payee cheque/RTGS/NEFT (Electronic Mode) only.

(b) No request for other mode of payment will be entertained. No advance payment will be made in any case.

09. Change in quantity

Quantity given in the tender is approximate and depends on the usage of the Purchaser. The purchaser reserves the right to vary the quantity mentioned depending upon the actual usage and the selected bidder should be able to supply the required quantity as and when required by the Purchaser.

10. Supply of additional Quantity of stationery (if any): In addition to the requirement sought in this tender/ RFP, **the successful bidder shall be required to provide the items as per any additional requirement on the quoted rates, rates/prices shall be valid for a period of two years from the date of issuance of first supply order.** The repeat order shall also be required to be fulfilled within a similar time frame and terms and conditions as the original purchase order. The name and mobile number of the nodal person, who can be contacted at any time, even beyond office hours and on holidays should be provided to this office. In case, the supplier/bidder fails to supply the required quantity within stipulated period of time from the receipt of supply order, the material will be procured from other sources and the difference of cost, if any, will be recovered from Performance Security Deposit (PSD) by issuing notice and necessary action for blacklisting the successful bidder may also be taken. The concerned Team of Bank shall inspect the goods on receipt to examine whether the items supplied are in conformity with requirements/specifications in terms of weight, make, model, quality, size, colour, shade, dimensions, etc. before use. In case the inspection team rejects the consignment for not conforming to the required specifications of the sample the supplier has to replace the consignment ensuring conforming to the required specifications/sample within the given time. Any loss or damage to the Purchase due to delayed/defective/damaged/poor quality supply shall be recovered from the payable dues to the supplier including PSD.

11. Purchaser's Rights

11.1 The Bank reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.

11.2 The Bank reserves the right to award the contract to more than one Bidder as may be deemed by the bank as per requirement and to ensure timely supplies.

11.3 If a successful bidder after award of the contract violates any of the terms and conditions, fails to honour its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period besides taking other legal action. EMD/performance security deposit shall be forfeited.

12. Frequency of Purchase orders/ Delivery

12.1 Repeat Purchase Orders (POs) will be issued as and when demand arises. The delivery has to be effected within 20-40 working days. However, the bank reserves the right to curtail the delivery time of the supplies to 15 days depending upon the urgent requirement. The name and mobile number of the nodal person, who can be contacted at any time, even beyond office hours and on holidays should be provided to this office. In case, the bidder fails to supply the required quantity within stipulated period of time from the receipt of supply order, the material will be procured from other sources and the difference of cost, if any, will be recovered from Performance Security Deposit (PSD) by issuing notice and necessary action for blacklisting the bidder may also be taken.

12.2 The concerned Team of Bank shall inspect the items on receipt to examine whether the items supplied are in conformity with requirements/specifications in terms of weight, make, model, quality, size, colour, shade, dimensions, etc. before issue. In case the inspection team rejects the consignment for not conforming to the required specifications of the sample the bidder has to replace the consignment ensuring conforming to the required specifications/sample within the given time.

12.3 Any loss or damage to the Purchase due to delayed/defective/damaged/poor quality supply shall be recovered from the payable dues to the bidder including PSD

13. Liquidated Damages for substandard / inferior quality

Besides to liquidated damages related to delay in supplies, liquidated damages of upto 30% of the value of Purchase Order shall be imposed on the supplier/bidder for supplying the goods which are sub-standard (inferior quality)/ not as per approved sample, if any. Further the bidder/supplier is liable for blacklisting for future participation in the tendering process.

The decision of the Purchaser in this regard shall be final and binding.

14. Validity of rates

Rates quoted shall be valid for a period of two years from the date of issuance of first supply order and can be extended on mutual agreement. Bids quoting the rates valid for periods less than two years will be considered non-responsive.

15. Packaging of Supplies

The items shall be supplied in original packing from the manufacturer clearly indicating specifications of the weight, brand, make, quality no., name of Company/partnership firm/proprietorship concern, manufacturing date, etc. Each pack shall contain 50 pens with sub pack of 10. The supply shall be completed as prescribed in Purchase Order

16. Terms of Payment:

The payment shall be released only after the completion of supply of each purchase order and no request for part payment or advance payment shall be entertained by the bank.

17. Deduction of TDS/ GST etc: The rates quoted shall be inclusive of GST/ all other taxes and levies, freight etc. TDS as applicable shall be deducted from all bills. GST shall be deducted as per bills provided by the supplier/bidder.

18. Sub-Contract: The successful bidder shall be required to execute the supply order wholly by itself and in no case shall sub-contract/ sublet the whole or part of the supply order.

19. Communication with the bank: All bidders shall be necessarily required to provide a valid email address and mobile number, so that all future communications shall be done through these modes of communication. The bidders will be bound by the details furnished by them to the Bank, while submitting the tender or at subsequent stage. In case, the bidder shows inconsistency or no responses to the communications with the bank at any stage, it would be considered an act of omission on part of the bidder, its agent, representative and employees etc and deemed to be a breach of terms of contract making bidder liable for legal action besides termination of contract and imposition of liquidated damages.

20. Any financial loss to the bank on account of breach of contract due to the supplier/bidder, its agent, representative and employee's negligence shall be recoverable from the bidder along with the damages if any with regard to Bank's reputation.

21. The Bidder hereby agrees and undertakes to indemnify the Purchaser and keep it indemnified against any losses, damages suffered and claims, action/suits brought against the Purchaser on account of any act or

omission on part of the Bidder, its agent, representative and employees etc. in relation to the performance or otherwise of the services to be provided under the RFP.

22. The relationship between the bank and successful bidder shall be on principal to principal.

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

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

Notwithstanding above, the decision of the bank shall be final and binding on the contractor regarding termination of contract or otherwise”.

If force majeure applies, dates by which obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. In the event of the force majeure conditions continuing beyond 12 weeks, the Bank shall review this RFP and shall be entitled to cancel this RFP, if found necessary.

24. The bidder agrees to ensure complete confidentiality of data/information (and agree to limit disclosure of confidential information to employees, on a “need to know” basis). Bidder shall not make or allow any of its employees, or agents to make any unauthorized use of the confidential information for any purpose directly or indirectly. All confidential information provided by a purchaser hereto shall be used by bidder solely for the purposes of rendering services pursuant to this RFP/subsequent Agreement with successful bidder and, except as may be required in carrying out the terms of this RFP/ Agreement and the information shall not be disclosed to any third party.

25. 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.

26. Any notice, request, consent or approval required or permitted to be given/ made under this RFP to either of the parties hereto shall be in writing, and may be delivered either by hand at the office, or sent by registered post, telegram, fax or electronic mail to the other party, deemed to be effective if sent by personal delivery, when delivered, if sent by post, three days after being deposited in the post, and if sent by courier, two days after being deposited with the courier, and if sent by facsimile/email, when sent (on receipt of confirmation to the correct facsimile number/email id) at its following address or such other address as might have been notified from time to time by it in writing and in the manner hereinabove provided.

If to JK Bank:

If to the Bidder:

27. After the completion of bidding process, the successful bidder will be required to sign an agreement with the bank wherein all the terms and conditions governing the parties will be mentioned.

ANNEXURE-I

TECHNICAL BIDS (INFORMATION AND DOCUMENTS/CERTIFICATES TO BE SUBMITTED)

1. Name of the Tenderer Company/partnership firm/proprietorship concern:
2. Address of the Tenderer Company/partnership firm/proprietorship concern:.....
3. Contact details of the Tendering Company/partnership firm/proprietorship concern:
 - (a) Tel. No. with STD (O)..... (Fax).....(R).....
 - (b) Mobile No.....(c)E-mail.....(d) Website.....
4. Name of Proprietor/Partners/Directors of the Company/partnership firm/proprietorship concern:
5. Bidder's bank Details:-
 - (i) Name of Account Holder:
 - (ii) Complete A/c No. (Current/Saving).....
 - (iii) Name of Bank
 - (iv) Name of Branch with complete Address
 - (v) IFS Code of Branch
 - (vi) 9 Digit MICR Code of Branch
6. Registration and incorporation particulars of Company/partnership firm/proprietorship concern:
- (Pl. attach copies of the relevant documents/certificates)**
7. GST. Registration details
- (Pl. attach copies of the relevant documents/certificates)**
8. Permanent Income Tax Number (PAN)/Income Tax Circle/TIN
- (Pl. attach copies of the relevant documents/certificates)**
9. Copies of Income Tax Returns filed for last three financial years (2021-22, 2022-23, 2023-24)
10. Documents supporting Annual turnover for the last three financial years (2021-22, 2022-23, 2023-24)
(Audited balance sheets and Profit & Loss A/c Statement should be attached (2021-22, 2022-23, 2023-24
11. Price Bid Undertaking (Annexure – III)
12. Tender Accepting Letter (Annexure-IV)
13. Declaration regarding blacklisting or otherwise by the Govt. departments (as per Annexure-V)
14. Tran/UTR No. Proof of Participation Fee of Rs 500 / MSE Certificate
15. Tran/UTR No Proof of Earnest Money Deposit / MSE Certificate.....
16. Attested copies of purchase orders/experience documents in respect of supply of quoted or table stationery items only supplied to any Scheduled Commercial bank/Banks or any reputed Firms/Companies only in the last five years with the aggregate total value of Rs 7 lac or more in any two years.

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Dated.....

Name & Address of Company/partnership firm/proprietorship concern

Authorized Signature & Seal of the Company/partnership firm/proprietorship concern.....

ANNEXURE-II

PRICE / Commercial Bid Format

The below mentioned Financial Proposal/Commercial bid format is provided herewith. Bidders shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with the Bank

S.No	Name of the item (break-up of Supplies)	Tentative Quantity for 2 years *	Unit of Rate	Rate Incl. of all levies & taxes (in Words & Figures) F.O.R Destination^^
1	<u>Executive Pens</u> <u>Brand:</u> Reynolds Trimax Gold (blue/black) Refillable Fluid Ink System 0.5mm <u>Printing:</u> Banks name and Logo should be in Silk Screen Printing with High Gloss ink in Gold Colour	Total: 3000 pens Blue:1500 Pens Black: 1500 Pens	Per Pen	
2.	<u>Officer Pens</u> <u>Brand:</u> Pilot Hi-tech point V7 Cartridge System (blue/black) Pure Liquid Ink <u>Printing:</u> Banks name and Logo should be in Silk Screen Printing with High Gloss ink in Gold Colour	Total: 8000 pens Blue: 4000 Pens Black: 4000 Pens	Per Pen	

Notes: * is only indicative figure and will be procured as per actual requirement.
 #Sample Requirement (item wise) : 2 pcs of pen from each item with printed Logo

ANNEXURE -III
PRICE BID UNDERTAKING

(To be given on Company/Partnership Firm/ Proprietorship Concern Letter Head)

From
(Full name and address of the Bidder)

.....
.....

To,
The Chairman,
Central Purchase Committee,
The Jammu & Kashmir Bank Ltd.
Srinagar

.
Dear Sir/Madam,
I/We submit the Price Bid for the SUPPLY of Executive and Officer Pens as envisaged in the Bid document.
2. I/We have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agreed to abide by them.
3. I/We offer to work at the rates and applicable taxes as indicated in the financial bid, Annexure-II or reduced rates offered by me/us as L1 bidder consequent to Reverse auction conducted by the bank, for the whole period of the contract period mentioned in the tender document.

Yours Faithfully,
Signature of authorized Representative

ANNEXURE -IV
TENDER ACCEPTANCE LETTER

(To be given on Company/Partnership Firm/ Proprietorship Concern Letter Head)

Date :.....

To,
The Head,
Central Purchase Committee,
The Jammu & Kashmir Bank Ltd
Srinagar.

Subject: SUPPLY of Executive and Officer Pens under Two Year rate contract basis - Acceptance of Terms and Conditions of Tender (Tender Reference No:)

Dear Sir,

I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the web site(s), namely, website www.jkbank.net and Banks online tender portal <https://jkbank.abcpurchase.com>

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents including all documents like annexure (s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms and conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirely.

5. I/We certify that all information furnished by our Company/ Partnership Firm/ Proprietorship concern is true and correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including legal remedies and forfeiture of the full said Performance Security deposit absolutely, besides blacklisting Company/ Partnership Firm/ Proprietorship concern for suitable period.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-V
DECLARATION

(To be given on Company/partnership firm/proprietorship concern Letter Head)

To
The Head ,
Central Purchase Committee,
The Jammu & Kashmir Bank Ltd.
Srinagar.

Dear Sir,

1. I/We have read and understood the contents of the Tender/RFP and agree to abide by all the terms and conditions of this Tender.
2. I/ we confirm that our firm deals with the supply of goods mentioned in the tender/ RFP document
3. 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 pre-condition for obtaining the Supply / Purchase Orders.
4. I/ We also confirm and undertake that the documents uploaded and information provided by me/us to the bank on the Banks e-procurement portal in response to the Tender/ RFP 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 performance security deposit, besides blacklisting company/partnership firm/proprietorship concern for suitable period.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have blacklisted/ banned / suspended business dealing. I/We further undertake to report to the J&K Bank immediately after we are informed but in any case not later than 15 days, if any Company/ Partnership Firm/ Proprietorship concern in which Proprietor /Partners/Directors are Proprietor or Partner or Director of such a Company/ Partnership Firm/ Proprietorship concern which is blacklisted/banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Name:

Date:

Designation with Seal of the Company/Partnership Firm/Proprietorship Concern

ANNEXURE VI
Proforma for the Bank Guarantee as Performance Security Deposit
(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

To,
J&K Bank Corporate Headquarters,
M A Road Srinagar, 190001 Kashmir (India)
Represented by Deputy General Manager
BSD,CHQ

Dear Sir,

In consideration of Jammu and Kashmir Bank Limited ,M.A.Road Srinagar-190001 (hereinafter called the "Purchaser" "which expression shall unless repugnant to the subject or context include its successors and assigns) having awarded _____ to _____ (hereinafter referred to as the 'Supplier') vide P.O dated _____ the Supplier herein has agreed to furnish to purchaser a performance guarantee for Indian Rupees _____ for the faithful and due performance of the entire contract.

We _____ (name of the bank) registered under the laws of having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) at the request of the Supplier have agreed to issue the Bank performance guarantee for an amount of Rupees _____.

Bank herein do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./- _____ (in figures) [Indian Rupees/- (in words)] without any demur, reservation, contest or protest or without any deductions and/or without any reference to the Purchaser. Any such demand made by Purchaser on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal.

Bank agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by Purchaser in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Supplier and shall remain valid, binding and operative against the Bank.

The Bank also agrees that Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Supplier and notwithstanding any security or other guarantee that Purchaser may have in relation to the Supplier's liabilities.

The Bank further agrees that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time exercise of any of

the powers vested in Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said agreement and Bank shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier or for any forbearance, act or omission on the part of Purchaser or any indulgence by Purchaser to the said Supplier or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Bank.

The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of Purchaser under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till Purchaser discharges this guarantee in writing, whichever is earlier.

This Guarantee shall not be discharged by any change in our constitution, in the constitution of Purchaser or that of the Supplier.

The Bank confirms that this guarantee has been issued with observance of appropriate laws and guidelines.

The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./ _____ (in figures) [Indian Rupees/- (in words)] and our guarantee shall remain in force until _____. In case of any extension of contract, Performance Guarantee will be suitably extended.

Notwithstanding anything contained hereinabove:

- (i) Our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees _____);
- (ii) This Bank Guarantee shall be valid upto _____ and claim period shall be one year after the expiry of validity period i.e. _____;
- (iii) We are liable to pay the guaranteed amount or any part thereof only and only if you serve upon us a written claim or demand for invoking the Bank Guarantee by or before the expiry of claim period i.e., upto _____.

In whereof, the Bank through its authorized officers has set its hand an on thisDay of..... 2025 at.....

Seal and Signature of Guarantor Bank.

Proforma for the Bank Guarantee as Earnest Money Deposit

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

To,
J&K Bank Corporate Headquarters,
M A Road Srinagar, 190001 Kashmir (India)
Represented by Deputy General Manager
BSD,CHQ

Dear Sir,

In accordance with your bid reference No. _____ Dated _____ M/s _____
_____ in the said bid for the supply of Executive and Officer Pens.
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/s _____ having its office registered at _____ has undertaken in pursuance of their offer to J&K Bank (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and Requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs _____/- Rupees (in words _____) valid up to _____

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

This guarantee shall be irrevocable and shall remain valid up to. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from _____, on whose behalf guarantee is issued."Notwithstanding anything contained herein above:

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

- (ii) The Bank shall be liable to pay the guaranteed amount or any part thereof only if you serve upon us a written claim or demand for invoking the Bank Guarantee by or before the claim period as mentioned herein above.
- (iii) The Bank shall be discharged of all liabilities and obligations under this Bank Guarantee and all your rights hereunder shall stand extinguished:
 - (a) If no legal proceedings for enforcement of this Bank Guarantee are initiated within one year from the date of rejection of written claim/demand lodged with us within the said claim period provided under this Bank Guarantee:
 - (b) From the date of expiry of the said claim period mentioned hereinabove in case of non-invocation of this Bank Guarantee by you during the said claim period, and all your rights under this Bank Guarantee shall be extinguished notwithstanding that the original Bank Guarantee bond may not have been returned by you to the Bank.

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

In whereof, the Bank through its authorized officers has set its hand an on thisDay of..... 2025 at.....

Seal and Signature of Guarantor Bank.