



**On-Line Request for Proposal (e-RFP)**  
**For**  
**Blue Ball pens**

**e-RFP Ref. No.: JKB/CSD/Ball-Pens/2026-1629**  
**Dated: 12-01-2026**

*Issued by:*  
**J&K Bank Ltd.**  
**Central Stationery Department,**  
**Nowgam Bypass Srinagar, 190 015,**  
**J&K**

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

Tender No. T- 5 Blue Ball pens

Online Request for Proposal (RFP) FOR  
Procurement of Blue Ball pens for The Jammu & Kashmir Bank Limited On annual Rate Contract Basis.

Bank's Website <https://jkb.bank.in/>

e-tendering Service Provider Portal: <https://jkbank.abcpocure.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	5-7
6	Request for Proposal (incl T&Cs)	8-20
7	Technical Bids (Information and Documents to be submitted-Annexure I)	21
8	Price Bids Format (Schedule of Rates-Annexure-II)	22
9	Price Bid Undertaking Format- Annexure-III	23
10	Tender Acceptance Letter Format-Annexure IV	24
11	Declaration- Annexure V	25
12	Proforma for the Bank Guarantee for Performance Security Deposit & Earnest Money Deposit- Annexure VI I	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 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**

NOTICE for REQUEST FOR Proposal (RFP) for  
SUPPLY of BLUE BALL PENS.

The Jammu & Kashmir Bank Ltd. invites online bids under **two bid system viz. technical bid and financial bid** for supply of **Blue Ball pens** to at its Stationery Depot located at Srinagar , Stationery department Jammu and Stationery department Gurgaon on **Annual** 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 <https://jkb.bank.in/> and Banks online tender portal <https://jkbank.abcpurchase.com/>.

Deputy General Manager (BSD)

Schedule of Events:	
e-RFP Ref. No.	JKB/CSD/Ball-Pens/2026-1629 Dated: 12-01-2026
Department Name	Central Stationery Department, Nowgam Bypass Srinagar, 190 015 J&K
Scope of Work	Supply of <u>Blue Ball pens</u>
Mode of Tender Submission	Online, through Bank's e-Tendering Service Provider's portal <a href="https://jkbank.abcprocure.com/">https://jkbank.abcprocure.com/</a>
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 190015 e-mail: centralstationery@jkbmail.com Ph.No. 0194-2311452 M. No. 9622343535
Tender Type	Open
Type of Contract	Annual Rate Contract (One 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 <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a> w.e.f.
	January 14, 2026 16.00 Hrs. to February 04, 2026 17.00 Hrs.
Last date for Pre-Bids Queries & Submission Mode	All clarifications / queries shall be raised only through e-tendering portal <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a> by or before <b>January 21, 2026</b>

Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on <b>January 28, 2026</b>
Last date and time for Bid submission	<b>February 04, 2026 17.00 Hrs.</b>
Submission of online Technical Bid	As prescribed in Bank's online tender portal <a href="https://jkbank.abcpocure.com/">https://jkbank.abcpocure.com/</a>
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
Details of Documents to be Submitted	<ul style="list-style-type: none"> <li>i. Tran / UTR No. Proof of Participation Fee</li> <li>ii. Tran / UTR No. Proof of Earnest Money deposit.</li> <li>iii. Technical Bid along with documents supporting eligibility criteria etc. as per tender document</li> <li>iii. Financial Bid.</li> <li>iv. Samples to be submitted at the address provided in the tender</li> </ul>
Tender Processing Fee (Non-Refundable)	<b>Rs 1500/- (Rupees One Thousand Five hundred Only)</b> inclusive of GST to be credited through NEFT only vide below details: Account Name: <b>Tender Fee/ Cost Account</b> 16-digit Account No : <b>9931530300000001</b> IFSC Code: JAKA0HRDCHQ(0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K – 190001 <b>UTR Number may be uploaded on E-tendering portal</b> This shall include the cost of tender documents. This shall include the cost of tender documents.
Earnest Money Deposit ( EMD) ( Refundable )	<b>Rs.110000/- (Rupees: One Lac Ten Thousand Only)</b> to be transferred to the following a/c with Bank details given as: Account Name: <b>Earnest Money Deposit (EMD)</b> 16-digit Account No : <b>9931070690000001</b> IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K – 190001 <b>UTR / Tran Number &amp; Date may be uploaded on e-Tendering Portal</b> <b>(Or be submitted as BG as per the format at Annexure VII)</b>
Eligibility & Technical Criteria	As per Tender Document
CORRIGENDUM	All the Corrigendum will be uploaded on online tender portal <a href="https://jkbank.abcpocure.com/">https://jkbank.abcpocure.com/</a> only

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

#### 3. Minimum Eligibility Criteria:-

Bidders should:-

- (i) be a registered Indian Company/partnership firm/proprietorship concern dealing with Printing and supply of quoted/Table Stationery items.
- (ii) Having minimum Turnover of Rs. 50 Lac per year during each of the last two financial years i.e. 2022-2023 & 2023-2024 (BS /PL statement for both years to be uploaded).
- (iii) Bidders 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) Attested Experience document / copies of purchase orders in respect of the quoted/Table Stationery items supplied to banks/agencies for last five years.

The Financial/Price Bids for the bidder whose Technical Bids are complete and conform to the eligibility criteria, shall be opened (after ascertaining suitability of samples, wherever 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(s) (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;
  - (c) Scanned Copy of PAN/GIR Card Registration Certificates;
  - (d) Scanned Copy of Income Tax Returns (last two financial years i.e 2022-23 & 2023-24 see Annexure-I)
  - (e) Scanned Copies of Profit & Loss Account & Balance Sheet of the bidder Company/partnership firm/proprietorship concern (last two financial years 2022-23 & 2023-24- see Annexure-I)
  - (f) Attested Experience document / copies of purchase orders in respect of the quoted/ Table stationery items supplied to banks/agencies for last five years.
  - (g) 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](#))
  - (h). Tran /UTR Nos. of Bid Security/Earnest Money Deposit (EMD) deposited in the prescribed A/c.
  - (i). Tran/UTR number of Tender participation fee of Rs.1500/- through NEFT in Tender Fee/Cost Account A/c No: **9931530300000001** of J&K Bank Ltd, Corporate Hqrs, Sgr.... IFSC Code JAKA0HRDCHQ
- 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. **110000/- (Rupees: One Lac Ten Thousand Only)** must be deposited by bidders in **Earnest Money Deposit (EMD)** A/C **9931070690000001** of J&K Bank Ltd, Corporate Hqrs, Sgr.... IFSC Code JAKA0HRDCHQ 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. The Purchaser will not take any responsibility for delay or non-receipt of EMD and/ or the samples.
- 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 A bid received without Bid security (EMD) shall be rejected as non-responsive.
- 5.5 EMD for lesser amount / EMD not submitted in the manner prescribed will be rejected and returned to the bidder.
- 5.6 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 be required to provide within 07 days Performance Security deposit equivalent to EMD amount or 5% of value of the contract, failing which it shall loose the contract and shall be blacklisted for 2 years by the bank.
- 5.7 The bid security 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 EMD shall be retained as Performance Security Deposit (PSD) till the duration of the contract period of one year and shall get forfeited in case the bidder fails to fulfil any of terms and conditions mentioned in the tender.

5.8 The Bid security of the unsuccessful bidder will be discharged / returned to them within 30 days after finalization and award of the contract without any interest.

**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, if any mentioned 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, he/she/they 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 <https://jkb.bank.in/> 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 through e-procurement portal.

## **12. Documents comprising the bid**

12.1 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).

(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 should be valid for one years from the date of issue of Supply order. Rates/Prices shall remain fixed during the entire period of contract, i.e., one year. 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.

13.4 Rates/ prices shall be fixed for the whole period of Contract and no change in Rates/Prices shall be Entertained by the bank.

### **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 his 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 can be sought 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 based on the uploaded certificates/documents in the e-procurement system and the quality of samples.

19.2 The competent authority shall examine/ evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (iii) submitted the requisite documents (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc., including submitting of samples. 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 shall include ascertaining suitability of samples by the designated 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 technically qualified bidders only will be recommended for opening and consideration by the Central Procurement 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 and shortlisting of samples for procurement.

20.3 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.

20.4 After the technical evaluation, the Central Purchase Committee of the Bank shall carry out the evaluation solely based on the uploaded schedule of rates (price bids) in the e-procurement system followed by Reverse auction.

## **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 (wherever asked for) determined by the Central Procurement committee, and followed by Reverse auction with bidders wherever deemed necessary by the Central Procurement Committee at its own discretion setting a threshold price for the product for which the said bidders shall be required to compete.

21.2 It should be noted that the decision for acceptance of the samples as suitable or otherwise as mentioned above shall be at the sole and absolute discretion of the Central Procurement 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 feasible 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 that his bid has been found successful.

23.2 The notification of award will constitute the formation of the contract as per the Terms and conditions of the Supply order.

## **24. Annulment of the Award**

24.1 Failure of the successful bidder to comply with any of the requirements 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 supplier for a period of two years who fails to supply the item in time. Further, the suppliers whose items do not perform satisfactorily or the quality of which is not satisfactory may also be disqualified for a period of two years as decided by the Purchaser.

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

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

## **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 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.** The bidder shall observe the highest standard of ethics during the procurement and execution of such contract and shall not to indulge in any corrupt and fraudulent practice.

**29.** 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.

**30.** The Contract and any obligations arising out of or in connection with the RFP 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 shall have exclusive jurisdiction to determine any proceeding in relation to this RFP.

**31.** 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 or misrepresentation 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.

**32.** 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.

**33.** The supplier bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligation under this contract is the result of an event of force Majeure.

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

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

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

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 \_\_\_\_\_ weeks, the Bank shall review this RFP and shall be entitled to cancel this RFP, if found necessary.



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

**03. Delivery of Supplies:** The supply for the items is to be delivered at Central Stationery Department, Nowgam, Stationery Depot Jammu and Gurgaon. The rates to be quoted should be inclusive of cost of Stand, labour, Printing, all taxes including GST, and also inclusive of freight/courier charges and any other levy F.O.R. Central stationery Department, Nowgam, Stationery Depot Jammu and Gurgaon.

**04. Dispatch of supplies for the item:** The supply for the item(s) has to be made F.O.R (i) The J&K Bank Ltd, Central Stationery Department, Nowgam Srinagar, Stationery Depot Jammu and Gurgaon 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 decision of the Bank in this regard shall be final and binding. The supplier shall mandatorily have to share all the dispatch details/tracking information/Transporter details as and when asked for

**05. 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.

### 06. Performance Security Deposit (PSD):

6.1 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 one



year and shall get forfeited in case the successful bidder fails to fulfil any of terms and conditions mentioned in the tender.

6.2 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.

6.3 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.

#### **07. Termination for Default**

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

(c) the supplier, 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 poor quality design, brand, etc.

7.2 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 shall continue the performance of the contract to the extent not terminated. The purchaser is free to procure the supplies in lieu of the undelivered/delayed/defective supply from other source at the risk and cost of the supplier.

7.3 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.

#### **08. Set Off:**

Any sum of money due and payable to the supplier (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 with the Purchaser. The Bank shall also reserve all the rights to invoke Bank Guarantees and cancel orders if any placed with the successful bidder.

#### **09. 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 agreement 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 agreement, 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 bank and bidder. The decision of the Arbitrator shall be final.

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

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.

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

The supplier shall continue work under the agreement during the arbitration proceedings unless otherwise directed in writing by the bank or unless the matter is such that the work cannot be continued until decision of arbitrator is obtained.

## **10. Mode of Payment**

10.1 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 through A/c payee cheque/RTGS/NEFT (Electronic Mode) only.

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

## **11. 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 Company/partnership firm/proprietorship concern should be able to supply the required quantity as and when required by the Purchaser.

**12. Supply of additional Quantity of Stationery Items:** In addition to the requirement sought in this tender/RFP, the successful bidder shall be required to provide the item as per any additional requirement on the quoted rates for a period of one year from the date 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.

### **13. Purchaser's Rights**

13.1 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.

13.2 The Bank reserves the right to award the contract to more than one Bidder.

13.3 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 period of two years or as decided by the purchaser. EMD/performance security deposit shall be forfeited.

### **14. Liquidated Damages for substandard / inferior quality**

Besides the liquidated damages related to delay in supplies, liquidated damages of upto 30% of P.O. shall be imposed on the bidder for supplying items which are sub-standard (inferior quality)/ not as per approved sample, if any. The decision with regard to the quality of the items will be taken by the Purchaser and will be final and binding. Further the bidder is liable for blacklisting for future participation in any tendering process besides taking other legal action.

### **15. Validity of rates**

Rates quoted should be valid for one year from the date of issuance of first supply order and can be extended on mutual agreement. Bids quoting the rates valid for period less than one year will be considered non-responsive.

### **16. 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 bank shall not accept any loose supply. All bundles must contain uniform quantity of items. The supply shall be completed as prescribed in Purchase Order.

### **17. 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.

Certificate from Manufacturers: The bank reserves the right to ask the successful supplier to furnish a certificate from the concerned manufacturing companies that the item supplied has been manufactured by them.

**18. 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.

**19. 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.

**20. 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.

**21. Signing of Contract:**

- (a) After completion of the bidding process, the successful bidder(s) shall be required to sign an agreement with the bank wherein all terms and conditions governing the parties shall be mentioned. The agreement shall be required to be executed within fifteen (15) days of being declared the lowest bidder.
- (b) The relationship between the Bank and the successful bidder shall be on principal to principal basis after signing of agreement.

**22.** “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:”

## 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 .....  
**(Attach one copy of cancelled cheque leaf after cutting the cheque number).**
  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 .....
  9. Copies of Income Tax Returns filed for the last two financial years (2022-23 & 2023-24)
  10. Annual turnover for the last two financial years (2022-23 & 2023-24)  
**(Balance sheets and Profit & Loss A/c Statement should be attached)**
  11. Attested Experience document / copies of purchase orders in respect of the quoted/ Table Stationery items supplied to banks/agencies for last five years.
  12. Price Bid Undertaking (Annexure – III):.....
  13. Tender Accepting Letter (Annexure-IV) .....
  14. Declaration regarding blacklisting or otherwise by the Govt. departments (as per Annexure-V):.....
  15. Tran/UTR No. Proof of Earnest Money Deposit / MSE Certificate/BG details
  16. Tran/UTR No. **Proof of Participation Fee of Rs 1500/-** .....
- 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  
.....
- Authorised Signature & Seal of the Company/partnership firm/proprietorship concern

## ANNEXURE-II PRICE BIDS (SCHEDULE OF RATES)

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 tenderer is liable to be banned from doing business with the Bank

S.No	Name of the item (break-up of Supplies)	Tentative Quantity with delivery Destination*	Unit of Rate	Rate Incl of all levies & taxes (in Words & Figures) F.O.R Destination^^
1.	<p>Blue Ball Pen (With Cap) #</p> <p><b>Specifications:</b> a) White colour plastic body with bank's name and logo. Printing: 4 Color</p> <p>b) Pens should be of brands like Cello, Linc, Flair, Classmate, or equivalent (Equivalent shall be decided/accepted at the sole discretion of Quality Assurance committee for sample evaluation)</p>	<p>Two lac sixty thousand pieces. (Srinagar:145000 Jammu: 100000 Gurgaon: 15000)</p>	Per piece	

\* is only indicative figure and will be procured as per actual consumption.

^^ A Single rate must be quoted for delivery of supplies at all destinations

# Sample Requirement (item wise): 2 pcs of pen from each item

**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 Supply of Ball 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 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 Chairman,  
Central Purchase Committee,  
The Jammu & Kashmir Bank Ltd  
Srinagar.

Subject: Supply of ball pens under Annual 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 <https://jkb.bank.in/> 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 shall form part of the Supply order 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 the forfeiture of the full the full said Performance security deposit, besides blacklisting company/ partnership firm / proprietorship concern for period of two years or as decided by the purchaser.

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 Company/partnership firm/proprietorship concern 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 I/we will submit Performance Security deposit 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 period of two years or as decided by the purchaser
  5. I/We further undertake that none of the Proprietor/Partners/Directors of the Company/partnership firm/proprietorship concern was or is Proprietor or Partner or Director of any Company/partnership firm/proprietorship concern 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 VII

### 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 this .....Day of..... 2026 at.....

Bank. Seal and Signature of Guarantor

## 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 Printed Stationery Items.  
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 noninvocation 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 \_\_\_\_\_ 2026 at

In whereof, the Bank through its authorized officers has set its hand an on this .....Day of..... 2026 at.....

Seal and Signature of Guarantor Bank.