



Bidding Document

FOR

Printing & Supply of Question cum Answer Sheets, Answer Keys, Oral Questions for Summative Assessment -II (SA-II) 2023-24 for Class-I to VIII

Notice Inviting Tender No. 204 /Dated 29.01.2024

**OFFICE OF THE DISTRICT PROJECT COORDINATOR,
SAMAGRA SHIKSHA, BOUDH, ODISHA. PIN-762014**



OFFICE OF THE DISTRICT PROJECT COORDINATOR
RTE- SAMAGRA SIKSHA , BOUDH
Circuit House Campus, Boudh, P.O./Dist- BOUDH- 762 014
email: dpcboudhssa.osepa@nic.in



No 204

Date 29-01-2024

NOTICE INVITING TENDER (NIT)

Sealed tenders are invited from the reputed & credible printers / firms / agencies for printing & supply of "Question cum Answer Sheets, Answer Key & Oral questions" for SA-II 2023-24 for Class-I to VIII Students in two bid systems (Technical & Commercial Bid) as detailed below.

Name of the Tender	Bid processing fees	Amount of EMD	Last Date & time of receipt of Bid	Date & time of opening of Technical Bid
Printing & Supply of Question cum Answer Sheet for SA-II 2023-24 for Class-I to VIII Students	Rs.1000/- (Rupees one thousand only)	Rs.60,000/- (Rupees sixty thousand only)	<u>20-2-24</u> by 5.00 PM	<u>21-02-24</u> at 10.30 AM

The detailed BID document is available in the website www.osepa.odisha.gov.in & www.Boudh.nic.in. Interested and eligible agency / firm may download BID DOCUMENT from the above website and apply accordingly. Corrigendum / addendum, if required, will be uploaded in the above web site. Hence potential bidders are requested to be in continuous touch with the above web site.

The Tender Inviting Authority (TIA) reserves the right to accept / reject any full or part / all BID / cancel the entire selection process at any stage without assigning any reason thereof.


29/01/24
District Project Coordinator,
Samagra Shiksha, Boudh.

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IMPORTANT INFORMATION TO THE BIDDER

S. No.	Particular	Details
1.	Tender Inviting Authority (TIA)	O/o the District Project Coordinator, Samagra Shiksha, Boudh, Near Collectorate Circuit House, Boudh-762014.
2.	Availability of the Bid document	www.osepa.odisha.gov.in & www.Boudh.nic.in
3.	Date of Issue of the Bid	<u>01-02-2024</u>
4.	Last date and time of receipt of the Bid only through speed post / registered post / courier.	<u>20</u> .02.2024 by 05.00 PM
5.	Date & time for opening of Technical BID.	<u>21</u> .02.2024 at 10.30 AM
6.	Date of opening of Financial BID	Will be declared on the date of opening of the technical bid after assessing nos. of participating bidders.
7.	Bid Processing Fee (Non-Refundable)	Rs.1000/- (Rupees One thousand Only) in shape of DD / Banker's Cheque drawn in any nationalized/scheduled bank favouring District Project Coordinator, Samagra Shiksha, Boudh, payable at Boudh which will be annexed with the Technical Bid.
8.	Earnest Money Deposit (EMD) *(Refundable without interest)	Rs.60,000/- (Rupees Sixty thousand only) in shape of Banker Cheque / Demand Draft / Bank Guarantee favouring District Project Coordinator, Samagra Shiksha, Boudh, payable at Boudh
9.	Address & mode of submission of proposal	O/o the District Project Coordinator, Samagra Shiksha, Boudh, Near Collectorate Circuit House, Boudh-762014. Mode of Submission: Speed Post / Registered Post / Courier only to the address as specified above during the office hour only). Submission of proposal through other mode and late bid will be rejected.
10.	Place of Opening of Proposal:	O/o the District Project Coordinator, Samagra Shiksha, Boudh, Near Collectorate Circuit House, Boudh-762014 OR Conference Hall of Collectorate, Boudh.
11.	Point of Delivery & Completion of supply	At the 03 block head quarter points within 20 days from the date of work order
12.	Submission of Performance security & Signing of agreement.	Within 02 days of issue of work order

*2% of the Estimated cost.

- (d) The Bid document shall be available in website www.osepa.odisha.gov.in & www.Boudh.nic.in and the cost of the tender paper is to be enclosed in shape of crossed Demand Draft / banker's Cheque in favour of "District Project Coordinator, Samagra Shiksha, Boudh" payable at Boudh along with the **Technical BID**.
- (e) **Earnest Money Deposit (EMD):** The bidder is to submit EMD amounting to **Rs.60,000/- (Rupees sixty thousand only)**. The EMD (refundable - without interest), may be submitted in shape of Demand Draft / Banker's cheque/ Bank Guarantee (**Format A**) from any Nationalized or scheduled bank drawn in favour of District Project Coordinator, Samagra Shiksha, Boudh" payable at Boudh, failing which the tender shall be rejected summarily. In case of bank guarantee, it should be valid up to at least 90 days beyond the date of opening of Financial bid. The instrument in original should be necessarily accompanied with the Technical Bid. The EMD of the un-successful bidders shall be refunded within 30 days after award of contract. The EMD shall be forfeited in the event of withdrawal of the tender once submitted OR in case of a successful bidder who (i) fails to execute the agreement within specified period & (ii) not submitted performance security and/or express its inability to supply the finished material within the stipulated period. The EMD of successful bidder shall be refunded after receipt of Performance security.
- (f) The interested Bidders are to enclose self-attested photocopies of the following valid documents / papers **in the Technical Bid envelope**. The proposal submitted without the following documents / papers shall not be considered.
- Valid Aadhar Udyog Registration for printing works.
 - Proof of Office as well as printing setup in the State of Odisha
 - valid PAN / TAN along with Income Tax filing as per Sl. No.05 of Tech - 3
 - valid GST Registration Certificate.
 - DD/Bankers Cheque amounting to Rs.1000/- (Rupees one thousand only) as bid processing fee
 - EMD in shape of Demand Draft / Bankers Cheque / Bank Guarantee
 - Duly filled in, signed & sealed Tech-1, Tech-2, Tech-3 & Tech-4 formats.
 - Sample papers duly signed & sealed mentioning the GSM as well as name of the manufacturer.
3. The Bidder who meets the requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be considered & opened.
4. **Submission & opening of Tender:**
- The interested Bidders may submit the tender document complete in all respects along with EMD, bid processing fee and other requisite documents on or before **20.02.2024 by 5:00 PM** (in all working days) addressed to the District Project Coordinator, Samagra Shiksha, Near Collectorate Circuit House, Boudh-762014, odisha only by **Registered Post / Speed Post / Courier**. The Authority is not responsible for any postal delay. No other mode of submission of bid shall be entertained.

- (b) **Late Bidders:** Any bid received by the authority after the prescribed time and dateline for submission of bids will not be considered and opened. Thus the same is deemed to be rejected.
- (c) The Technical bids shall be opened on the scheduled date and time at District Project Office, Samagra Shiksha, Boudh, Odisha, Pin- 762014 OR at Conference Hall of Collectorate, Boudh, Odisha in the presence of the representatives of the bidders, if any, who wish to be present on the spot at that time.
- (d) The Financial Bid of only those bidders will be opened whose Technical bids are found in order. The date, time & place of opening of Financial BID will be communicated after evaluation of Technical BID.

5. Specifications :

- | | |
|-------------------------|--|
| (a) Quality of Paper | - 70 GSM (Cream Wove) |
| (b) Size | - A-4 |
| (c) Colour | - Single colour |
| (d) Binding | - Side stapled. |
| (e) Process of printing | - Offset or higher |
| (f) Ink | - eco-friendly ink of ISO/ISI standard |

6. Evaluation of BID:

- (a) The Purchase Committee of the District Project Office will evaluate the Technical & Financial BID. The Bidder who meets the requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be opened.
- (b) The technically qualified bidder quoting lowest price in the financial bid shall be considered for award of contract.

7. Acceptance or Rejection of the Bids:

- (a) The TIA reserves the right to accept / reject any / all bids / cancel the entire selection process at any stage without assigning any reason thereof. No claim, whatsoever, shall be admissible for the alleged loss / damage suffered by the bidder/s on account of such rejections.
- (b) Any bid with incomplete information is liable for rejection.

8. Award of Contract :

The contract will be awarded to the Bidder/s substantially responsive to the Bid document & offered lowest evaluated cost.

9. Signing of Contract :

- (a) The successful bidder/s whose bid has been accepted will sign an agreement with the TIA within 02 days of issue of the work order.
- (b) Failure by the tenderer to comply with the requirement of above mentioned clause, the offer shall be rejected and the tenderer shall have no claim further.

10. Performance Security Deposit:

The selected bidder shall have to submit Performance Security Deposit of 05% of contract value in shape of bank draft / Bank Guarantee (BG) drawn on any Nationalized / Scheduled Bank in favour of the "District Project Coordinator, Samagra Shiksha, Boudh payable at Boudh only within 02 days from issue of the work order. In case of BG, the same shall be as per the **FORMAT-B** & its validity will be at least 30 days from the date of expiry of defect liability period.

11. Post Delivery Inspection (PDI):

The TIA shall do the PDI of the quality of paper as well as printing through O/o Text Book Production & Marketing (TBP&M), Odisha Bhubaneswar

12. Requirement & Delivery Schedule :

The selected firm shall supply the Question cum answer sheets, answer key & oral questions at Block point with Subject-wise / Class-wise / School wise / CRC- wise/ Block wise packets within 20 days from the date of issue of the work order. Approximately 3064233 pages OR 1532117 Sheets of Questions will be printed in Both Side and 81975 Sheets / Pages of Question will be printed in Single Side for the purpose. The above requirement may increase or decrease as per need. The total cost will be decided on the basis of actual nos. of pages printed & supplied.

13. Payment terms:

- (i) **On completion of delivery at Block point & SA-II examination:** 80% cost of the supplied quantity shall be paid within 30 days after receipt of the required reports / Papers / documents as under:
 - a. Challans towards satisfactory completion of supply of quantity to concerned block point as per supply order.
 - b. Receipt of "receive & stock entry certificate" from concerned BEO.
 - c. On fulfillment of conditions of the agreement.
 - d. Four self-inking carbon copies of the GSTIN invoice as well as bank details for payment purpose.
- (ii) **On Final Acceptance :** Rest 20% cost of the total supplied quantity shall be paid after deduction of penalty, if any, within 30 days of :
 - a. Receipt & outcome of Post Delivery Inspection (PDI) Report.
 - b. On fulfillment of conditions of the agreement
 - c. Four self-inking carbon copies of the GSTIN invoice as well as bank details for payment purpose.
- (iii) No advance payment shall be made, or no payment shall be entertained on negotiation through Bank.
- (iv) Deduction of tax at source shall be made at the appropriate rate as per prevailing law.

14. Penalty :

- (a) If the work is delayed for any reason for which the TIA is not responsible, penalty @ 0.5 % per week or part thereof on the total cost maximum up to 10% of the contract value will be imposed on the firm under orders of appropriate Authority. The TIA reserves the right to forfeit the Performance Security & debar the bidder

from participating in any other bid of his/her office. In such cases the TIA may write Govt. for blacklisting the firm.

- (b) If the Post Delivery Inspection of the quality of paper (GSM) testing report shows negative results, then penalty will be imposed proportionately on the total cost after deduction of tolerance limit prescribed by Govt., if any.
- (c) If the quality of printing is found to be dissatisfactory, penalty as suggested by the purchase committee will be imposed.

15. Amendments to BID terms, conditions and issue of Corrigendum / addendum:

- (a) Seven (07) days before the last date of submission of Bids, the TIA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder/s, modify the Bidding Documents by amendment / corrigendum.
 - (b) The amendment in shape of corrigendum/addendum will be notified on the websites www.osepa.odisha.gov.in & www.Boudh.nic.in and the prospective bidder/s are requested to take cognizance of such notification/s while submitting their tender proposal.
 - (c) In order to allow prospective Bidder/s reasonable time in which to take the amendment into account in preparing their bid, the TIA may, at its discretion, extend the deadline for the submission of bids.
16. During the process i.e. from printing to supply of Question – cum – Answer Sheets, Answer Keys and Oral Questions at the destination points i.e. BEO offices and upto completion of the examination utmost care should be taken regarding its confidentiality.
17. Only one tender should be submitted by one party. Submission of more than one tender will lead to rejection of all proposal of the bidder.
18. The bidder/s may use separate piece of paper, where the space provided in the formats in this tender document for submission of information, is not sufficient. The information in the separate sheet of paper shall be in prescribed format and its page should be serially numbered and duly authenticated.
19. All the information uploaded & submitted or supplied in the formats of this tender document shall be presumed to be true to the best of the knowledge of the bidder/s.
20. No document as required and mentioned in the Bid shall be submitted in the Technical bid / Financial bid documents unless otherwise specifically mentioned therein. All required documents shall be submitted with serial number and page mark.
21. The TIA reserves the right to modify any term in the bid document at the time of execution of contract, if felt necessary.
22. The bid validity period is 90 days from the date of opening of the Financial bid. Accordingly the bidder shall submit the Bid.
23. The TIA reserves the right to reject any or all the bids without assigning any reason thereof. The TIA also reserves the right to modify any term in the bid document at the time of execution of contract, if felt necessary.

24. Resolution of Disputes:

- (a) Any dispute between the Tender Inviting Authority and the successful bidder/s should be addressed to the other party only in writing in their respective letter heads signed only by the designated signatories as in contract agreement. Both the parties shall make every effort to resolve the same amicably by mutual consultations.
- (b) If both the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, the same will be referred to by either party for conciliation to the conciliation panel. For that purpose, both the parties, shall nominate each one member, and both the nominated members shall form the Conciliation panel. In case the panel members report failure of conciliation, the matter shall be referred to arbitration, by the Arbitrator, to be nominated by the Collector cum Chairman, Samagra Shiksha, Boudh. The Collector cum Chairman, SS, Boudh shall nominate an Arbitrator, whenever required or when a request is made by the successful bidder/s, after the failure of conciliation, to nominate an Arbitrator. The arbitration proceeding shall be as per the provisions of the Arbitration and Conciliation Act 1996 of India.

25. Applicable Law and Jurisdiction of Courts:

- (a) The Contract shall be governed by and interpreted in accordance with the existing law of India in force.
- (b) All disputes relating to the contract is subject to the pecuniary jurisdiction of the Court at Boudh.


District Project Coordinator,
Samagra Shiksha, Boudh


Collector-cum-Chairperson,
Samagra Shiksha, Boudh.

COVERING LETTER

(ON BIDDER/S'S LETTER HEAD)

[Location, Date]

To:

**The District Project Coordinator,
Samagra Shiksha, Boudh, Odisha, Pin - 762014**

Subject: Printing & supply of Question cum Answer sheets, answer Key & Oral Questions for SA-II 2023-24 of Class-I to VIII.

Madam/Sir,

I/We, the undersigned, request you to participate in the selection process towards Printing & supply of Question cum Answer sheets, answer Key & Oral Questions for SA-II 2023-24 of Class-I to VIII in accordance with your Tender Call Notice No. _____ dated _____. I/We are hereby submitting our proposal, which includes Technical Bid and Financial Bid separately.

I/We, hereby declare that all the information and statements made in this Technical BID are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our Bid. Our Bid will be valid for acceptance up to **90 Days** from the date of opening of the financial BID and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

I/We, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the BID document. In case any provision of this BID document are found violated, then TIA shall without prejudice to any other right or remedy be at liberty to reject our Bid including legal action as per law.

I/We remain,

Yours faithfully,

Place:

BIDDER/S'S OFFICIAL SIGNATORY

Date:

Name & Designation with Rubber Stamp

Bidder/s's Organisation (General Details)

Sl No.	Description	Full Details
1	Name of the Bidder/s	
2	Address for Communication Tel : Fax: Email id :	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder/s: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid processing fee Details Amount :Rs.1000/-	
7	EMD details	
8	GSTIN	
9	PAN / TAN	
10	Confirm to carry out assignments as per the scope of work of the Bid Document	YES
11	Confirm to accept all the terms and conditions as specified in the Bid Document	YES

Place:

BIDDER/S'S OFFICIAL SIGNATORY

Date:

Name & Designation with Rubber Stamp

Check list of documents & Items to be enclosed with Technical Bid

Sl. No	Nature and Type of Document / Items	Whether enclosed (with page reference)	
		Yes / No	Page no.
1	Valid Aadhar Udyog Registration for printing works.		
2	Proof of Office as well as printing setup in the State of Odisha		
3	valid PAN / TAN		
4	valid GST Registration Certificate		
5	Filed Income Tax Return for the Financial Year 2019-20, 2020-21, 2021-22 i.e Assessment Year 2020-21, 2021-22, 2022-23 2023-24.		
6	DD/Banker's cheque amounting to Rs.1000/- as bid processing fee		
7	EMD in shape of Demand Draft / Bankers cheque / Bank Guarantee		
8	Duly filled in, signed & sealed Tech-1, Tech-2, Tech-3 & Tech-4 formats.		
9	Sample papers duly signed & sealed mentioning the GSM as well as name of the manufacturer.		
10	Duly filled in FIN-1 & FIN-2 Form		

Place:
Date:

BIDDER/S'S OFFICIAL SIGNATORY
Name & Designation with Rubber Stamp/
Official Seal of the Firm.

(In Bidder's letter Head)

[Location, Date]

To:

The District Project Coordinator,
Samagra Shiksha, Boudh, Odisha, Pin-762014.

Undertaking / Declaration

1. I, _____ Son / Daughter / Wife of Shri

Proprietor /
Director / Authorized Signatory of the bidder, mentioned above, am competent to sign this declaration and execute this bid document;
2. I/we have carefully read and understood all the terms and conditions of the BID document and undertake to abide by them.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I /We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my BID at any stage besides liabilities towards prosecution under appropriate law.
4. I/we also certify that our firm has not been blacklisted / debarred / banned by any State Govt. / UT / Central Govt. / Govt. organization / Govt. Institution / PSU / Govt. run autonomous body, Society / OSEPA and or convicted by any court of law due to (a) Service or quality supplied (b) submission of fake or forged documents (c) submission of incorrect information / suppression of vital information and facts / misrepresentation of quality certificates (d) non-performance or non-supply (e) any other reasons.
5. This is also certified that neither my-self nor my organization will be indulged in any corrupt practices so far as this bidding is concerned.

Authorized Signatory [In full and initials]**Name and Designation of Signatory with Date and Seal:****Address of the Bidder**

COVERING LETTER

(In Bidder's Letter Head)

[Location, Date]

To

**The District Project Coordinator,
Samagra Shiksha, Boudh, Odisha, Pin-762014.**

Subject: Printing & supply of Question cum Answer sheets, answer Key & Oral Questions for SA-II 2023-24 of Class-I to VIII. – FINANCIAL PROPOSAL

Madam/Sir

I, the undersigned, offer to print & supply of Question cum Answer sheets, answer Key & Oral Questions for SA-II 2023-24 of Class-I to VIII in accordance with your Tender Call Notice No.466, Dated: 20.01.2023. Our attached Financial Proposal is for the sum of Rs. _____ **[Insert amount(s) in words and figures*]**.

The quoted rate is inclusive of cost of paper, printing, scanning & planning, DTP, designing, all pre-press expenses, composing, editing, binding, Subject-wise / Class-wise / School-wise / CRC-wise / Block-wise packing, all other charges / levies / duties, transportation cost & delivery of the complete material at block point. I do hereby undertake that, in the event of acceptance of our bid, the supply shall be made in respect to the terms and conditions as stipulated in the BID document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of <90> days from the date of opening of the Financial bid. I have carefully read and understood the terms and conditions of the Bid document and do hereby undertake to provide the article accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorized Signatory [In full and initials]

Name and Designation of Signatory with Date and Seal:

Address of the Bidder

(*) Amount must match with the one indicated in FIN-2.

(In Bidder's Letter Head)

Rate per Sheet (in Rs.) (both in figures and words)	Approximate Total Number of Sheets to be printed & supplied	Total (in Rs.) (both in figures and words)
1	2	3 = 1 X 2
Single side printing	81975	
Double side printing	3064233	
<u>Total</u>	<u>3146208</u>	

The per sheet rate is inclusive of cost of paper, printing, scanning & planning, DTP, designing, all pre-press expenses, composing, editing, binding, Subject-wise /Class-wise / School- wise / CRC- wise / Block-wise packing, all other charges / levies / duties, transportation cost & delivery of the complete material at 11 no. of block point. **Only GST as applicable shall be claimed extra.**

NB: The rate per sheet may be quoted up to two decimal points.

Place: BIDDER'S OFFICIAL SIGNATORY
Date: Name & Designation with Rubber Stamp/
Official Seal of the Firm.

Bank Guarantee Format for Furnishing EMD

To,

The District Project Coordinator,
Samagra Shiksha, Boudh, Odisha, Pin-762014.

WHEREAS _____ (Name and address of the tenderer) (hereinafter called "the Tenderer") has submitted their offer dated _____ for Printing & supply of Question cum Answer sheets, answer Key & Oral Questions for SA-II 2023-24 of Class-I to VIII against the purchaser's Notice inviting tender No ___ dated _____

KNOW ALL MEAN by these presents that We..... of..... having our registered office at.....(hereinafter called the "Bank") are bound unto the District Project Coordinator, Samagra Shiksha, Boudh (hereinafter called "purchaser") in the sum of Rs. _____/- for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of.....2024

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this Tender.
2. If the Tenderer having been notified of the acceptance of its tender by the Purchaser during the period of its validity :-
 - a) If the Tenderer fails to furnish the performance security for the due performance of the contract
 - b) Fails or refuses to accept / execute the Contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser have to substantiate its demand, provided that, in it's demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to _____ and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our _____*branch at _____ (name and address of the _____*branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this bank guarantee only and only if you serve upon us at our _____*branch. A written claim or demand and received by us at our _____* branch on or before dated _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

(Name & designation of the officer)

Seal, name, date & address of the bank and address of the branch

*Preferably at district head quarter.

PERFORMANCE BANK GUARANTEE FORMAT

To,
The District Project Coordinator,
Samagra Shiksha, Boudh, Odisha, Pin-762014.

WHEREAS _____ (Name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No _____ dated _____ for printing and supply of Question cum Answer sheet for SA-II 2023-24 for Class-I to Class-VIII (herein after called "the contract").

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

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

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

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

This performance bank guarantee shall be valid until the _____ day of _____,
<Year>

Our branch at * _____ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our _____*branch a written claim or demand and received by us at our _____*branch on or before Dt. _____ Otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

Name and designation of the officer
.....

Seal, name & address of the Bank & Branch

*Preferably at district head quarter.