



**OFFICE OF THE DISTRICT PROJECT COORDINATOR,  
SAMAGRA SIKSHA, KANDHAMAL.**

E-mail: dpckandhssa.opepa@nic.in

At: Main Road, Po: Phulbani, Dist: Kandhamal, 762001

No. 217 /Pdgy/24 Date 29-01-2024



To

The Director, I & P.R.Deptt,  
Lok Sampark Bhawan, Bhubaneswar  
Email: -ipr.advt@gmail.com / iprenews@gmail.com

Sub: Publication of Tender Notice for Procurement of Teaching Learning Materials for Class I to V students.

Ref: Letter No.3324/IPR., BBSR Dated 15.03.2021 of the Commisioner-cum-Secretary to Govt. Information & Public Relations Department, Govt. of Odisha.

Sir,

Please find the specimen copy of the advertisement for publication of the same in two nos. of Odia daily news paper & one in English daily news paper( one time ) by 30.01.2024.

This is for favour of your kind information and necessary action.

Encl:

As above

Yours faithfully,


  
District Project Coordinator,  
Samagra Siksha, Kandhamal

Memo No. 218 // Dt. 29.01.24

Copy forwarded to DI & PRO, Kandhamal for information and necessary action. He is requested intimate this office name of the newspapers in which the advertisement published for record of this office.

Copy to the DIO, NIC, Kandhamal for information with a request to publish the same along with the enclosures ( enclosed herewith) in the district website.

Copy forwarded to the Asst. Director, MIS, OSEPA for information with a request to upload the matter in OSEPA website.

  
District Project Coordinator,  
Samagra Siksha, Kandhamal



OFFICE OF THE DEO-CUM-DPC,  
SAMAGRASIKSHA, KANDHAMAL.

E-mail: dpckandhssa.oepa



# **Standard Bidding Document**

**FOR**

**SUPPLY OF TEACHING LEARNING MATERIALS  
(TLM)**

Notice Inviting Tender No. 219 / Dated. 29.01.2024

**DISTRICT PROJECT OFFICE**  
**SAMAGRA SHIKSHA;KANDHAMAL**

No. 219 / Pdgy/2024

Dated 29-01/2024

**NOTICE INVITING TENDER (NIT)**

Sealed tenders under two bid systems are invited from the reputed agencies / Supplier/ / manufacturer having valid PAN,GST,& IT Clearance, registration of firm etc. for supply of Teaching Learning Materials ( Drawing Khata, Wax Crayan& Geometry Box)for Class-I to V Students under SS Scheme.The tender papers (Bid documents)containing detailed specificationwith term and conditions, application of technical bid & application of financial bid etc. is available in the website [www.kandhamal.nic.in](http://www.kandhamal.nic.in) , [www.osepa.odisha.gov.in](http://www.osepa.odisha.gov.in). Interested and eligible agency / firm may download BID DOCUMENT from the above website and apply accordingly. The bidders are required to submit DD amounting Rs 2000/-( Rupees Two thousands only)drawn in favour of District project Coordinator , SS, Kandhamal towards cost of the tender paper along with the application of technical bid.The last date of tender paper is on dtd. 19.02.2024 at 5PM and will be opened on dtd.20.02.2024 at 11AM in presence of tenderers or their authorized representatives. 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.

By order of collector-Cum-Chairman

District Project Coordinator  
SS, KANDHAMAL

**BID DOCUMENT**  
**FOR**  
**SUPPLY OF TEACHING LEARNING MATERIAL (TLM)**

The District Project Co-ordinator, Samagra Shiksha, Kandhamal invites bids from the reputed & credible Supplier / firms/ agencies for **SUPPLY OF TEACHING LEARNING MATERIAL (TLM)**. The detailed terms & conditions of the above bid are as under;

**SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS**

**1. Eligibility Criteria :**

The Printers /firms /agencies must have:

- (a) Valid Udyam Registration
- (b) Valid PAN
- (c) Valid GST Registration Certificate.

**2. Application Procedure:**

- (a) The Bid has been invited under two bid system i.e. **Technical Bid and Financial Bid**. The interested bidders are advised to submit two separate sealed envelopes super scribed "Technical Bid for Supply of Teaching Learning Materials & Financial Bid for Supply of Teaching Learning Materials". Both sealed envelopes should be kept in another sealed envelope super scribed "Tender for Supply of Teaching Learning Materials".

**(b) Technical Bid & Financial Bid.**

The Bidder has to fill up the Technical bid Form (**Tech-1, Tech-2, Tech-3, Tech-04**) & submit it with a separate envelope with all self-attested documents / papers as mentioned in para-2 (f). Similarly, the Financial Bid form has to be filled up as per prescribed form (**Fin-1 & Fin-2**) and to be submitted in separate sealed envelope. The bidder is to quote **per unit** in the prescribed format (**FIN-2**). All the materials must be of a reputed brand. Only one price should be quoted for each item and if more than one price quoted under different option the rate quoted by the firm in the first option only will be valid and considered for evaluation.

The tender should be addressed to O/o the District Project Coordinator, Samagra Siksha Kandhamal, Main Road Phulbani, Dist- Kandhamal, Pin- 762001, Odisha".

The Bid document shall be available in website [www.kandhamal.nic.in](http://www.kandhamal.nic.in) , [www.osepa.odisha.gov.in](http://www.osepa.odisha.gov.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 Siksha Kandhamal" payable at Phulbani along with the **Technical Bid**.

- (c) **Earnest Money Deposit (EMD):** The bidder is to submit EMD amounting to **Rs.1,70,000** as 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 Siksha, Kandhamal Payable at Phulbani, 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.

(d) 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.

- (a) Valid Udyam Registration related to the mentioned item
- (b) Valid PAN& IT return filed for last 3 financial year
- (c) valid GST Registration Certificate & upto date clearance certificate.
- (d) DD/Bankers Cheque amounting to Rs.2000/- as bid processing fee
- (e) EMD in shape of Demand Draft / Bankers Cheque / Bank Guarantee
- (f) Duly filled in, signed & sealed Tech-1, Tech-2, Tech-3 & Tech-4 formats.
- (g) Sample materials must be produced at the time of opening of tender before the committee. All the materials must be Dums brand except drawing book and the materials will be refunded after successful supply of the materials at block point after PDI.

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. It is mandatory for all bidders to quote all 3 items (Wax Crayon, Drawing Book & geometry box) Conditional tender should not be accepted

**5. 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 dtd.15.02.2024 (in all working days) addressed to The tender should be addressed to O/o the District Project Coordinator, Samagra Siksha Kandhamal, Main Road Phulbani, Dist- Kandhamal, Pin-762001, Odisha".

(a) 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 DPO, Conference hall in the O/o DPC, Samagra Siksha, Phulbani 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.

**6. Specifications :**

Detail specification of items is mentioned at Annexure-X

**7. Evaluation of BIDs:**

(a) The 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 total of all the 3 items in the Financial bid shall be considered for award of contract.

**8. 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.

**9. Award of Contract :**

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

**10. Signing of Contract :**

- (a) The successful bidder/s whose bid has been accepted will sign an agreement with the DPC, SS, Kandhama within 03 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.

**11. 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 Siksha, Kandhamal payable at Phulbani only within 3 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.

**12. Requirement & Delivery Schedule :**

The selected firm shall supply the Teaching Learning Materials within 15 days from the date of issue of the work order. Approximately 41849 sets (Drawing Khata & Cryon) for class I to III & 28920 nos. of Geometry box for class IV to V are required to be supplied for the purpose. The above requirement may increase or decrease as per need. Delivery will be made at block point.

**13. Payment terms:**

- (i) On successful completion of delivery at Block point 80% of the total cost will be paid after receipt of the required reports / Papers/ documents as under:
- Challans towards satisfactory completion of supply of quantity to concerned block point as per supply order.
  - Receipt of "receive & stock entry certificate" from concerned BEO.
  - On fulfillment of conditions of the agreement.
  - Four self-inking carbon copies of the GSTIN invoice as well as bank details for payment purpose.
  - Verification made by TBPM, Bhubaneswar regarding GSM of the supplied copies of Drawing Book.
- (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 :
- 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.

**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.kandhamal.nic.in](http://www.kandhamal.nic.in) , [www.osepa.odisha.gov.in](http://www.osepa.odisha.gov.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. 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.
  17. 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.
  18. 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.
  19. 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 uploaded with serial number and page mark.
  20. The TIA reserves the right to modify any term in the bid document at the time of execution of contract, if felt necessary.
  21. The bid validity period is 90 days from the date of opening of the Financial bid. Accordingly the bidder shall submit the Bid.
  22. 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.

### 23. Resolution of Disputes:

Particulars	Specification -Annexture-X	
Wax Crayon ( Doms Brand)	Reputed brand Length Point Diameter Quality No. of colors Special feature	Doms 90mm Wide 11mm Non smudge, round 12 Made of Non-toxic materials (Non-toxic & food grade pigments)Conforming international Safety Standard En71-3
Drawing Book		Size-(21.6 X 35.56) cm Shape-Rectangular, Landscape Cover page-170 GSM, Glossy Art paper with lamination, (Lamination will be in both the front and back outer pages-2 pages )Inner page120GSM, maplitho/machine finish No. of pages-Cover page4, Inner Page40 Cover page-Multi color Inner page-White Colour Binding-Center stitching Special feature-Eco friendly& No chlorine pa per
Geometry Box (Doms Brand)	Reputed brand with metallic for easy storage. 1. Scale 2. Pencil 3. Eraser 4. Compass 5. Protractor 6. Set Square 7. Set Square 8. Divider 9. Pencil Sharpener Special Feature-	body geometry box set of 9 materials well fitted parts in ay 15 cm with mm marking Reputed brand, HB pencil bonded lead quality, Hexagonal shape, Size : 172 mm & Diameter : 6.9 mm Reputed brand, dust free & with Dimension : 33X 17 X 10 mm Stainless Steel materials (180 degree) with mm marking (60 degree) with mm marking (45 degree): with mm marking Stainless Steel materials Rust resistance, Eco friendly



- (a) Any dispute between the Tender Inviting Authority and the successful bidder/s Any dispute between 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 SS,Kandhamal. The Collector cum Chairman SS 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.

**24. 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 Kandhamal District.

**COVERING LETTER****(In Bidder's Letter Head)**

[Location, Date]

To

The District Project Co-ordinator,  
SS, Kandhamal

**Subject: Supply of Teaching Learning Materials – FINANCIAL PROPOSAL**

Madam/Sir

I, the undersigned, to offer supply of Teaching Learning Materials in accordance with your Tender Call Notice No. \_\_\_\_\_, Dated: \_\_\_\_\_. Our attached Financial Proposal is for the sum of Rs. \_\_\_\_\_ **[Insert amount(s) in words and figures\*]**.

The quoted rate is inclusive of transportation & delivery of the complete materials 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.

Application of Financial Bid

## Quoted Price

SUPPLY OF TEACHING LEARNING MATERIALS ( TLM)				
Item	Quantity ( Approx.)	Specification & Brand	M.R.P of the item	Quoted rate per unit/packet ( including Tax )
Drawing Book	124502	As mentioned at Annx-X, Reputed Brand		
Wax Crayon	124502	As mentioned at Annx-X, Reputed Brand		
Geometry Box	87630	As mentioned at Annx-X, Reputed Brand		
Rate should be including Transportation & Packing Cost towards delivery of materials at Block Points				
Total (Rupees _____)				Rs.

NB:- All materials must be as per mentioned brand. Only one price should be quoted for each item and if more than one price is quoted under different options the rate quoted by firm in the first option only will be valid and considered for evaluation.

Signature of the Tenderer  
With date and seal

**COVERING LETTER**

***(ON BIDDER/S'S LETTER HEAD)***

*[Location, Date]*

**To:**

**The District Project Co-ordinator  
SS, Kandhamal**

**Subject :**Supply of Teaching Learning Materials (TLM)

Madam/Sir,

I/We, the undersigned, request you to participate in the selection process towards Supply of Teaching Learning Materials 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)**

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

Place:

BIDDER/S'S OFFICIAL SIGNATORY

Date:

Name &amp; Designation with Rubber Stamp

## Check list of documents &amp; 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		
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.		
6	DD/Banker's cheque amounting to Rs.____/- as bid processing fee		
7	EMD in shape of Demand Draft / Banker,s 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 &amp; Designation with Rubber Stamp/

Official Seal of the Firm.

(In Bidder's letter Head)[Location,  
Date]

To:  
The District Project Co-ordinator  
SS, Kandhamal

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

Bank Guarantee Format for Furnishing EMD

To,

The District project Co ordinator, SS ,Kandhamal

WHEREAS

\_\_\_\_\_ (Name and address of the tenderer) (hereinafter called "the Tenderer") has submitted their offer dated \_\_\_\_\_ for supply of Teaching Learning Materials 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 Co-ordinator Samagra Shiksha \_\_\_\_\_ (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 \_\_\_\_\_ 2023

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 Co ordinator,

SS, Kandhamal

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No \_\_\_\_\_ dated \_\_\_\_\_ for supply of Teaching Learning Materials (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.