



DISTRICT EDUCATION OFFICE, KALAHANDI
SCHOOL & MASS EDUCATION DEPARTMENT, GOVERNMENT OF ODISHA
Bhawanipatna, Near Jail Square -766001
www.kalahandi.nic.in. & www.osepa.odisha.gov.in

TENDERDOCUMENT

FOR

PROCUREMENT OF COMPUTERS, PERIFERALS & NETWORKING DEVICES

for

Smart-e-Library at High Schools

IFB

Tender Call Notice no: 1675 / Date - 20.09.2022

Closing Date. : 20-10-2022

Receive of Tender : From 21-09-2022 to 20-10-2022

Tender Opening Date. : 20-10-2022 (Thursday), 05.00 PM

Venue. : Conference Hall, Zilla Parishad, Kalahandi

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**DIST. EDUCATION OFFICE
KALAHANDI**

No. 1675 Date: 20.09.2022

TENDER CALL NOTICE

Purchase of Computers, Peripherals & networking

Sealed tenders are invited in 2-part(Tech/Commercial Bid & Fin Bid) the prescribed application from the intending Manufacturers, Chanel Partners, Authorized Distributors/Dealers/Sellers having valid registration certificate, Authorizations, GST regd. no. for supply of Computers, Printers, Online UPS etc. The tender paper containing detailed specifications with terms and conditions can be obtained from the web site www.kalahandi.nic.in and www.osepa.odisha.gov.in. The cost of tender paper Rs. 10,000/- (Rupees ten thousand) only to be paid in shape of Demand draft in favour of District Education Officer, Kalahandi payable at Bhawanipatna & to be attached in the tender Application. **The tender will be received up to 02.00 P.M. of Dtd.20-10-2022 and Tech /Commercial Bid & Fin Bid will be opened on 20.10.2022 at 05.00 pm in the presence of the bidder or their authorized representatives at Conference Hall of Zilla Parishad, Kalahandi.**

The undersigned reserves the right to reject any or all the tender without any notice and assigning any reason thereof.


Collector & DM-cum-Chairman
Kalahandi

DISTRICT EDUCATION OFFICE, KALAHANDI

REQUEST FOR PROPOSAL

Selection of Interested Party for "Procurement of Computers for Smart-e-Library at High Schools for 98 nos High Schools under 5T Transformation Programme" in Kalahandi District.

Dist Education Office, Kalahandi invites proposal from the eligible bidders for "Procurement of Computers for Smart-e-Library at High Schools" through open tender procurement methodology. It has been planned to Install & set-up a Smart Library in 98 nos High School proposed transformation under 5T Programme of the District.(details as in Indent at Annx-C)

The Tender Document containing **details of scope of work, technical specifications & other parameters** can be accessed and downloaded from web portal www.kalahandi.nic.in & www.osepa.odisha.gov.in The key events of the above bidding process are as follows:

Sl. no	Particulars	Date and time
1	Date & time of release of bid	21.09.2022
2	Date & time of hoisting bid submission in web site	21.09.2022 at 11.55 am
3	Cost of tender paper / Bid processing fee (non refundable)	Rs.10,000.00 (Rs. Ten thousand only)
4	EMD amount	Rs.2,15,000.00 (Rs. Two lakh fifteen thousand) only
5	Date & time of Technical bid Opening	20.10.2022 at 05.00 pm
6	Date of opening of Financial Bid	Only technically qualified bidders on the same date or on the next day after evaluation of Technical/Commercial Bid.

The proposal complete in all respect must be submitted through Registered/Speed Post only latest by 20.10.2020 up to 02.00 pm. The Addendum/Corrigendum if any will be hoisted in the website www.kalahandi.nic.in and www.osepa.odisha.gov.in only. The authority reserves the right to reject/cancel any/all proposals/tender without assigning any reason thereof.

Contact Officer:

Dist. Education Officer, Kalahandi

At: Bhawanipatna -766001 Email: deokalahandi15@gmail.com Mob No.9438335081

DISCLAIMER

The open Tender is issued by DEO, Kalahandi on behalf of High Schools proposed for transformation under ST Programme under S & ME Department, Govt. of Odisha for procurement of "Computers for Smart-e-Library at High Schools ". While the information in this Bid document has been prepared in good faith, it does not support to be comprehensive or to have been independently verified. Neither the S & ME Department nor any of its officers or employees, accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or mis-statements, negligent or otherwise, relating to the proposed assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this Tender Document or on which this Tender Document is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is here by expressly disclaimed.

The information contained in this Tender Document is selective and subject to updating, expansion, revision and amendment at the sole discretion of the DEO, Kalahandi. It does not claim to contain all the information that are recipient may require for the purposes of making a decision for participation in this selection process. Each bidder must conduct its own analysis of the information contained in this Tender Document, to correct any inaccuracies there in and is advised to carry out its own investigation into the proposed assignment, the regulatory regime which applies there to and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the project.

This Tender Document includes certain statements, information, projections and forecasts with respect to the proposed assignment. Such statements, information, projections and forecasts reflect various assumptions made by the management, officers and employees of this Office/ Department, which the assumptions and the base information on which they are made may or may not prove to be correct.

No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this Tender Document is, or should be relied on as, a promise, representation or warranty.

Collector & Chairman, Samagra Siksha, Kalahandi shall be the sole and final Authority with respect to selection of a bidder through this tender.

sd/-
District Education Officer
SS, Kalahandi

sd/-
Collector & Chairman
SS, Kalahandi



SECTION: 1

INFORMATION TO THE BIDDERS

1.1 District Education Officer, Kalahandi invites Tender from the eligible bidders for Procurement of "Computers for Smart-e-Library at High Schools" in the Year 2022-23.

1.2 This BID document includes the following :

- a. **Disclaimer**
- b. **Section - 1** : Information to the Bidders.
- c. **Section - 2** : General Definition & Scope of Contract
- d. **Section - 3** : Bid Schedule.
- e. **Section - 4** : Special Condition of Contract.
- f. **Section - 5** : General Condition of Contract.
- g. **Section - 6** : **Specification and Design.**
- h. **Section - 7 A & B** : Part-I Technical/Commercial Bid formats & Part-II Financial Bid Format
- i. **Section - 8** : Annexure

1.3 The bid/tender document published by the Bid Inviting Officer (DEO as Procurement Officer-Publisher) in the open procurement portal www.kalahandi.nic.in & www.osepa.odisha.gov.in will appear in the "Tenders". The Bidders/Users can download the Bid/Tender documents from the web sites www.kalahandi.nic.in & www.osepa.odisha.gov.in and submit it through speed/regd. post from **21-09-2022 upto 02.00 PM of 20-10-2022** after which the same will be removed from the list of "Tenders".

1.4 PARTICIPATION IN BID

1.4.1 - DOWNLOADING OF BID:

The bidder can download the bid of his / her choice and undertake the necessary preparatory work and post the completed bid at their convenience much before the closing date and time by which it can reach the inviting Officers destination before due time only through registered/speed post.

1.4.2 - PAYMENT OF EMD AND COST OF BID DOCUMENT:

The detail guideline for payment of EMD & Cost of Bid Document is mentioned at General Condition of Contract- Section 5. (Clause 5.2.5).

1.4.3- SUBMISSION AND SIGNING OF BID.

The detail guideline for submission of & signing of bid is mentioned at General Condition of Contract- Section 5 (Clause 5.12).

SECTION: 2

GENERAL DEFINITION & SCOPE OF CONTRACT

2.1 General Definitions:

- 2.1.1 DEO means District Education Officer, DPO means District Project Office, SS means Samagra Sikshya, HS/H.S. means High Schools.
- 2.1.2 Bid / Tender Inviting Authority is the DEO, Kalahandi as per order of Collector & DM, Kalahandi under Govt of Odisha, calls the bid.
- 2.1.3 *Tender Purchase Committee, Financial Evaluation Committee & Technical Committee* are Committees authorized by the Government / comprises members as Collector & District Magistrate as Chairperson, DEO as Member Convener, PD, DRDA as Member Programme Officer as Member, Dist e-Gov Manager, GM-DIC as Member, & other as selected by Chairperson.
- 2.1.4 *Blacklisting / debarring* – the event occurring by the operation of the conditions under which the bidders will be prevented for a period of 3 years from participating in the future bids of Tender Inviting Authority, more specifically mentioned in the Special Conditions of Contract (Section - 4) and General Conditions of Contract (Section - 5) of this bid document, the period being decided on the basis of number of violations in the bid conditions and the loss / hardship caused to the Tender Inviting Authority on account of such violations. In case of violation of bid conditions / contract, the Tender Inviting Authority may write Government for blacklisting the bidder/supplier.

2.2 Scope

The bid is invited for the Procurement of "Computers for Smart-e-Library at High Schools" to be supplied to 98 nos. of HS proposed for transformation under 5T Programme of Kalahandi districts of the State of Odisha.

- 2.2.1 The bidders can't withdraw their bid after opening of technical bid, within the minimum bid validity period of 90 days from the date of opening of the financial bid & also after accepting the supply order.
- 2.2.2 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting.

SECTION: 3
BID SCHEDULE

BIDDER DATA SHEET

Sl	Particulars	Details
1	Name of the Client	High Schools on behalf of Dist Education Office, Kalahandi
2	Method of Selection	Least Cost Selection (LCS) Method
3	Availability of Tender Document	From Date 21-09-2022 Downloadable from website: www.kalahandi.nic.in & www.osepa.odisha.gov.in
4	Publishing of Tender Notice through News paper	The Prameya & The Eastern Media ltd -Sambad
5	Last Date and Time for receipt of sealed tender	20.10.2022 upto 2.00 pm
6	Place of Opening of Technical Bid	Conference Hall of Zilla Parishad, Kalahandi-, Bhawanipatna
8	Declaration of Bidders qualified Technical Bid	On spot declaration by the Tender Committee
9	Date of opening of Financial Bid	After technical bid evaluation & on the same date or as decided by the committee.
10	Date of Completion of supply	Within 20 days of issue of Purchase Order
11	Contact Officer	DEO, Kalahandi, e-mail ID:- deokalahandi15@gmail.com Phone: 9438335081, 9437154345
12	Tender Application/Bid Processing Fee (Non-Refundable)	Tender Document/RFP can be downloaded from www.kalahandi.nic.in . & www.osepa.odisha.gov.in . The bidders are required to deposit as document processing fee of Rs 10,000/- .(Rupees Ten thousand) only through DD drawn in favour of District Education Officer, Kalahandi payable at Bhawanipatna.
13	Earnest Money Deposit (EMD) (Refundable)	Earnest Money Deposit of Rs.2,15,000.00 (Rupees Two lakh fifteen thousand) only shall be deposited through DD drawn in favour of District Education Officer, Kalahandi payable at Bhawanipatna.
14	Currency of the bid/tender	The bidder should quote price in Indian Currency only.
15	Validity of the bid	Proposals / bids following submission shall remain valid for a minimum period of 90 days. However the Tender Inviting Authority (TIA) may extend the period of validity in case of exigency, with mutual consent.



16	Consortium/Sub contract	Consortium or sub-contract is strictly prohibited.
17	Bid submission	To be submitted through Registered Post/Speed Posts only addressed to The District Education Officer, Kalahandi, Bhawanipatna -766001 super-scribing on top of the envelop "Tender for Smart Lib Computers & peripherals"

- 4.2.3 The bidders of Odisha State must have the GST Registration Certificate issued by the Competent Authority of Odisha along with the GST returns (GSTR-3B and GSTR-1) filed for the last Tax period. Similarly, the bidders from outside State must have the GST Registration Certificate, copy of GST Return of last Tax period.
- 4.2.4 The bidder must have annual turnover of Rs.65 lakhs or more during the last 3 financial years i.e. 2018-19, 2019-20, 2020-21. For this, the bidder submit (i) Income Tax Return, (ii) Audited Balance sheet, Profit & Loss account, Trading Account duly certified by Chartered Accountant.
- 4.2.5 The bidder must have minimum one contract of supplying Server based Mother Computer & Client with zero Client/thin Client to Govt./Govt. aided organization/Schools/Colleges/Banks in any one of years from 2018-19 to 2020-21.
- 4.2.6 The bidder shall have to provide minimum 3 years comprehensive warrantee at site & it may be extended another 2 years beyond warrantee periods as an add on AMC contract.
- 4.2.7 The bidder shall have to submit EMD and cost of the document as mentioned in the



tender document. Letter vide FDOM No. 21926/F Dtd.12.08.2015 the local MSEs are exempted from payment of EMD & if selected shall pay 25% of the value of performance security. Besides Start ups are also treated as par with MSEs and consequently exempted from payment of EMD & allowed concessional payment of Performance Security vide FDOM No.13681/F dtd.19.04.2018.

- 4.2.8 The bidder who has been blacklisted / debarred / banned by any State Govt. / UT / Central Govt./Govt. organization / Govt. Institution / PSU / Govt. 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, cannot participate in the tender during the period of blacklisting / debarment / banned.
- 4.2.9 The bidder has to submit declaration in prescribed format in shape of an affidavit before Executive Magistrate / Notary Public as per **Annexure-B**.



SECTION: 5
GENERAL CONDITIONS OF CONTRACT

5.1 Bid Document availability and submission:

5.1.1 The detailed technical specifications and terms and conditions governing the supply, quality testing and payment after supply etc are contained in this "Bid Document".

5.1.2 The bid document shall be made available in the website www.kalahandi.nic.in and www.osepa.odisha.gov.in for downloading. Bidder shall submit Cost of tender paper / Bid Processing Fee (mentioned in Section - 3).

5.1.3 The documents shall be submitted through Speed Post/Registered Post.

5.2.1 Payment of cost of Tender paper (Rs.10, 000/-) & Earnest Money Deposit (EMD) (Rs.2,15,000.00). If bidder claims exemption for EMD may attach necessary documents

5.3 Exemption for Micro & Small Enterprise (MSEs) registered with respective DICs, NSIC. Exemption /preference for payment of EMD shall be allowed to any SSI units/local MSEs or any other agencies while making procurement under FDOM no.13681/F dtd.19.04.2018.

5.4 Quantity Required:

At present the total quantity required would be around 98 nos. Server with Monitor, Keyboard, Mouse, 2 KVA online UPS to cater 9 monitors connected through n-Computing, 98 x 9 nos. client Monitor, L300 N-Computing device, Keyboard, Mouse, Earphone & Speaker. Actual indent may vary +/- 5%.

School wise indent is attached at Annexure-C. The quantity may increase/decrease as per need which will be communicated in the Supply/Purchase order.



5.7 **Specification of Computer & Peripherals.**

The specification of the "Computers & peripherals along with n-computing devices" is provided in the **Section-6** of the BID document.

5.8 **Responsibility of the bidder to verify the Contents of Bid Document:**

5.8.1 The bidder shall examine all instructions, forms, terms and specifications contained in the Bid Document and verify that all the contents mentioned in the 'Bid Document'.

5.8.2 Failure to furnish any information as required in the bid document and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

5.9 **Guidelines for Preparation of Bid:**

5.9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and DEO, Kalahandi, as "**Tender Inviting Authority**" will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5.9.2 In the event of documentary proof as required being not enclosed, the Bid shall be liable for rejection. All pages of the bid shall be signed by the authorized person or persons signing the bid along with the seal/stamp of the bidder.

5.9.3 An offer submitted in vague / ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.

5.9.4 Clarifications on specific requests, if felt necessary by the Tender Inviting authority, shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority (www.osepa.odisha.gov.in) (www.kalahandi.nic.in). However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.

5.9.5 Any clarification on the Tender procedure shall be obtained from DEO, Kalahandi (contract no.- 9438335081, 9437154345)

5.10 **Submission of Bid:**

The bids are to be submitted in two parts i.e. Technical/Commercial Bid i.e. Part-I and Financial Bid as Part -II. So, main envelopes contain two envelopes i.e. Part-1 as Technical/Commercial Bid and Part-II as Financial Bid. On top of the envelope it must be super scribed in bold letter as "Part-1 Technical/Commercial Bid" "Part-II Finance Bid". Main envelope super scribed as "**Tender for Smart Library Computers**".

5.10.1 Submission of Technical/Commercial Bid:

The list of documents (all enclosures) as part of Technical/Commercial Bid are mentioned below:

- (a) Copy of manufacturing license from Appropriate Authority of Government if bidder is a manufacturer.
- (b) Copy of Authorization Certificate of Distributor/Dealer/Channel Partner of quoted items
- (c) Copy of GST Registration Certificate.
- (d) Copy of GST Return (GSTR-3B & GSTR-1) filed for the last Tax period in case of GST Registration Certificate issued by the Competent Authority of Odisha.
- (e) Copy of the PAN
- (f) Copy of the Income Tax Return, Audited Balance Sheet, P/L Account and Trading Account for the year in which the annual turnover is Rs.65 lakh or more in last 03 financial years i.e. 2018-19, 2019-20, 2020-21.
- (g) Documentary proof of work order/contract agreement/supply completion certificate from Govt./govt. aided organization in support of experience in supplying similar type Server with Client computers in the years i.e. 2020-21, 2019-20, 2018-19,
- (h) If EMD & PS claims to be exempted, enclose necessary documents.
- (i) Declaration in prescribed format (Annexure-B) in shape of an affidavit before executive Magistrate / Notary Public.
- (j) Check list as in **TECH-3**.

All above documents should be submitted with seal & signature of the bidder.

Note: Any financial information should not be mentioned in the Technical Bid.

5.10.2 Submission of Financial Bid:

- (a) **PART II as FINANCIAL BID** (in the required Format) shall be submitted **separately**. Multiple Financial bid submission by bidder shall lead to rejection of bid.
- (b) A bid submitted with an adjustable/variable price quotation will be treated as non-responsive and liable for rejection.
- (c) Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.
- (d) Price offered shall be in Indian rupees and there shall also be no hidden costs.
- (e) The price quoted shall be F.O.R. destination i.e. **at respective High School locations** which means that prices shall include the cost of delivery, Installation & networking at destination (**at list at Annexure – C**). All the transit risk shall be the responsibility of the supplier.
- (f) Bidder shall quote prices in all necessary fields in the available format. The price shall be entered separately in the following manner:
 - (i) **Base Price** : Base price is inclusive of all other taxes, charges, levies, duties, cost of packing, transportation up-to delivery points etc...except GST as applicable.

(ii) GST as applicable is to be quoted separately in the specified field in numeric values and in Indian Rupees. If the field is left blank, value will be taken as Zero and the quoted price will be treated as inclusive GST.

(g) Bidder cannot alter / modify the Financial bid / BOQ format, if so its bid is liable for rejection.

(h) No bidder shall be allowed at any time on any ground, whatsoever it may be to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidder in the Bids shall not be entertained after final submission of the tender. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tenders will be liable for rejection.

5.10.3 Security of Bid Submission:

After final selection of bidder for issue of PO, the bidder required to deposit the Security Money as calculated, i.e. 5 % of order value/pro-rata exempted rebate value (if claimed).

5.10.4 Resubmission and withdrawal of Bids:

Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

5.10.5 The Bidder can withdraw its bid before the closure date and time of receipt of the bid by writing a letter addressing to the DEO, Kalahandi (Officer Inviting Bid) citing reasons for withdrawal. Withdrawal is not allowed after expiry of the closure time/last date for submission of the bid.

5.10.6 The bidder should avoid submission of bid at the last moment to avoid the postal delivery delay. In such case, the Tender Inviting Authority is not responsible in any manner.

5.11 Opening of the Technical and Financial Bid.

5.11.1 The technical bid shall be opened in the scheduled date. The date of opening of Financial bid shall be decided by Tender Inviting Authority for those bidders who have qualified in technical bid evaluation. The date of opening of the Financial bid shall be informed in advance to the technically qualified bidder/s.

5.11.2 In the event of the specified date for opening of bid being declared holiday/strike, the Bid shall be opened at the appointed time on the next working day.

5.11.3 The tenders (also called Bids) not submitted in prescribed format or in the prescribed manner, shall be rejected by the Tender Evaluation Committee at the risk and responsibility of the bidder.

5.11.4 All the information/documents as called for in the tender document should be submitted truly, clearly, legibly, transparently, unambiguously and without the use of abbreviations. The decision of Tender Inviting Authority in this regard is final and binding on all the bidders.

5.11.5 There shall be no over-writing in the tender document and other papers. All the additions, alternations, deletions and cuttings should be initialed with Rubber-Stamp (or Seal) by the same person who signed the tender document failing so, the tender may be rejected.

5.12 Evaluation of BID

The Technical Evaluation / Purchase Committee constituted by Collector & DM shall evaluate the BID as under:

- (i) **Technical Bid:** The technical bid shall be scrutinized by the Technical Evaluation Committee formed for the purpose. The decision of the Technical Committee shall be final and binding on all the bidders.
- (ii) **Financial Bid:** The names of the technically qualified bidders after evaluation will be declared by the Committee Members and & Financial Bid of only the technically qualified bidders will be opened.
- (iii) **Financial Evaluation:** Manual evaluation shall be carried out by the Tender Inviting Authority (TIA) based on the quoted price in the Financial Format, after correction of arithmetic error, if any, prevailing rate of GST etc...and the evaluation criteria mentioned above to arrive at the lowest evaluated responsive bid.

5.13 Award of Contract, Signing of agreement and deposit of performance security

The contract will be awarded to the Bidder substantially responsive to the Bid & who has offered the lowest evaluated cost.

1. The selected bidder will have to enter into an agreement with the Tender Inviting Authority i.e. DEO, Kalahandi. The agreement duly filled in indicating the amount of "Performance Security" and signed by the supplier(s) with the attestation and common seal affixed with special adhesive stamp (Non-Judicial) not less than worth of Rs.10/- (Rupees Ten) only should be submitted within 07 days from the date of issue of supply order. The first page of the Agreement should be written on non-judicial stamp paper of Rs.10/- if stamp paper of Rs.10/- denomination is not available, a no. of small denomination may be used in that place.

2. The selected bidder shall have to submit **Performance Security Deposit of 5%** of the contract value in shape of Bank Draft / Bank Guarantee (BG)/FDR pledged in favour of DEO, Kalahandi drawn on any Nationalized / scheduled bank in favour of DEO, Kalahandi along with the agreement. In case of Bank Guarantee, the valid period shall be one years from the date of issue of supply order. The "Performance Security" may be forfeited partly or fully for failure to fulfill the terms and conditions of supply and obligation as mentioned in Contract Agreement. The Bank Guarantee if furnished towards performance security should be enforceable and payable at Bhubaneswar and should be as per **Annexure-D**.

3. The Authority reserves the right to modify any term in the bid document at the time of execution of agreement, if necessary.

4. If a special situation arises, where the lowest evaluated responsive bidder is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered on the next higher responsive bidder(s) at the rate offered by the lowest evaluated responsive bidder, after obtaining approval from the competent Authority on the specific recommendation of the respective purchase Committee.

5.14 Acceptance or Rejection of the Bids:

(a) Collector & DM cum Chairman 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 bidders on account of such rejections.

(b) Any bid with incomplete information is liable for rejection.

5.15 Delivery Schedule, installation and networking:

(a) The successful bidder is to deliver, install, net-working at High School (**Annex-C**) as per indent within 20 days from the date of issue of **purchase order**.

(b) **PDI:** After delivery, installation & networking of the workstations at School point, the members from District Purchase/Technical Committee shall check the quality, installation & specifications. Basing on PDI report, payment will be released. If inferior quality found/not matching with specifications/sub-standard materials used, the entire computers delivered will be rejected & in such situations no payment will be made or as per Committee report part payment may be released. Proper visual documentation will be taken up during PDI.

(c) The HMs of HS will receive consignment & make necessary stock entry of Computers. The HM of HS will supervise, monitor & co-ordinate the delivery & installation of computers/workstations, make records thereof for scrutiny by various Audit/Inspection authorities.

5.16 **Extension of Delivery Period, Liquidation Damages, Force Majeure and Penalty:**

i. The original Delivery Period may be re-fixed by the Tender Inviting Authority (DEO, Kalahandi) without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Tender Inviting Authority.

ii. **Liquidated Damages:** If the Supplier fails to deliver any or all of the items within the original/re-fixed delivery period(s) specified in the contract, the Tender Inviting Authority i.e DEO, Kalahandi will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions as mentioned below, @ 1% per week or part of the week of delayed period of the value of the quantity supplied after the original/re-fixed delivery period(s) as pre-estimated damages not exceeding 10% of the value of the quantity supplied after the original/re-fixed delivery period(s) without any controversy/dispute of any sort whatsoever.

iii. **Force Majeure Conditions:**

If at any time during the continuance of the Contract agreement, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Tender Inviting Authority i.e. DEO, Kalahandi as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding **10 days**, either party may at its option terminate the contract provided also that the Tender Inviting Authority shall be at liberty to take over from the Supplier at a price to be fixed by Tender Inviting Authority which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Supplier at the time of such termination or such portion thereof as the Tender Inviting Authority may deem fit excepting such materials, bought out components and Goods as the Supplier may with the concurrence of the Tender Inviting Authority elect to retain.

- (v) Overall responsibility of the quality confirming the tendering specification shall rests with successful bidder. If the goods supplied are not fully in conformity to the required specification, TIA reserves the right to exercise its discretion to impose penalty such as price reduction/cancel order, forfeit of performance security, initiating of proceedings towards blacklisting of bidder etc... which will be binding on the supplier.

5.17 **Payment Terms:**

- (i) **On Delivery, Install & Networking at Destination:** 100% of the supplied value basis on supply order shall be paid within 30 days after receipt of the required reports / Papers/ documents as under.
- Challan towards satisfactory completion of supply of full quantity to concerned HM as per supply order.
 - Receipt of "Receive & Stock Entry Certificate" from concerned HM of HSs.
 - On fulfillment of all other conditions of the agreement.
 - The payment will be made by the Headmaster of the concerned high school, after satisfactory installation of the equipments.**
- (ii) Four self-inking carbon copies of the GSTIN invoice and challans duly sealed, signed and countersigned by the receiving Authorities at the HS level as well as bank details for payment purpose.
- Complete supply of quantity as per supply order.
 - Outcome of post-delivery Inspection (PDI) Report, which is to be done by the technical committee members.
 - Four self-inking carbon copies of the GSTIN invoice as well as bank details for payment purpose.
- (iii) a. No advance payment shall be made, or no payment shall be entertained on negotiation through Bank.
- Deduction of tax at source shall be made at the appropriate rate as per prevailing law.
 - Authority reserves the right towards release of payment after obtaining approval & allotment of funds from appropriate Authority.

5.18 **Bid validity period.**

The BID shall remain valid for a period of **90 (Ninety days)** from the date of opening of the Financial Bid. The authority reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

5.19 **Amendments to BID terms ,conditions and issue of Corrigendum/addendum:**

- (i) Seven days before the last date of submission of Bids, authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment/corrigendum.

- (ii) The amendment in shape of corrigendum/addendum will be notified on the above websites and the prospective bidders are requested to take cognizance of such notification/s while submitting their tender proposal.
- (iii) In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, authority may, at its discretion, extend the deadline for the submission of bids.
- 5.20 "Legal Status" of a bidder shall mean either proprietorship or partnership or private / public limited company or otherwise (to be specified), as the case may be.
- 5.21 Submission of more than one competitive bid by the same firm in response to the tender call notice is prohibited. In such case, the bids will not be considered.
- 5.22 The bidder 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 while uploading.
- 5.23 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.
- 5.24 Entire tender document, duly filled in, shall be treated as part of the contract agreement for supplies in case of the successful bidders and shall be submitted in original.
- 5.25 **The Authority reserves the right to modify any term in the bid document at the time of execution of contract, if felt necessary.**
- 5.26 Any objection / suggestion / complaint by any bidder with regard to tender shall be intimated in writing in respective letter head to the tender inviting authority. The Chairman / Members of Technical / Purchase Committee would not entertain any correspondence / discussion in the above matter.
- 5.27 **Resolution of Disputes:**
- (a) Any dispute between the Tender Inviting Authority (DEO, Kalahandi) and the successful bidder 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. Collector &

Chairman, Kalahandi is the Conciliation Chairman. The arbitration proceeding shall be as per the provisions of the Arbitration and Conciliation Act 1996 of India.

5.28 **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 Kalahandi/HC Cuttack.
- (c) Prior notice shall be given to DEO, Kalahandi in writing in their respective letter heads signed only by the designated signatories as in contract agreement all proceedings related to the Contract. Arbitration shall be invoked as a pre-condition before approaching courts and tribunals.

Section – 6

A) For Smart School - e -Library

Technical Specifications:

Equipment	Components	Quantity Per School	Make (preferred)	Model
Server (ISO-9001 Certified)	Server	1	HPE	ProLiant, Micro Server Gen10Plus along with Server edition 2019 OS, 16 core, 1TB HDD
	18.5" Monitor	1	HP/ Dell	18.5" FHD with VGA, HDMI port
	Keyboard	1	HP/ Dell	KB216 wired multimedia USB
	Mouse	1	HP/ Dell	MS116 wired optical USB
	External DVD Writer	1	HP/LG/Sony	USB 2.0
Terminal(ISO-9001 Certified)	Zero Client	9	N Computing	L300 Ethernet virtual desktop with vSpace
Monitor(ISO-9001 Certified)	Monitor	9	HP/ Dell	18.5" FHD with VGA, HDMI port
Keyboard & Mouse(ISO-9001 Certified)	Keyboard	9	HP/ Dell	KB216 wired multimedia USB
	Mouse	9	HP/ Dell	MS116 wired optical USB
Headphones	Headphone with Mic	10	HP/LOGITECH	Standard
UPS(ISO-9001 Certified)	online UPS 3 KVA with Batteries with 1 Hr Back up	1	Microtech / APC	1 Hr back-up
Networking	LAN Switch 16 Port Giga Switch	1	D-Link/ Tenda/ Mercusys	CAT-6 UTP Cable

LAN work/Networking is about 15 to 30 meter in every Smart Library

Section – 7 A

**(Part – I)
Technical/Commercial Bid Format**

All relevant Documents, Annexure required as described terms & conditions (Technical/Commercial & General) must enclose along with this format:

1. Details of the Applicant:

Name & Address of Manufacturers & OEM/MSEs/Supplier with contact No.	GST No & GST deposited up to.	PAN no.	Regd./OEM/Auth Certificates No

2. Details of Tender Application Fees & EMD Money etc.:

Details of Tender Application Money	Details of EMD Money	If claimed exemption of EMD & Security, Attach supporting docs	Similar Work Experience in any School/PSU/Corporate

3. Bidders Credentials:

Last 3 years avg. turnover	Audited B/S,P/L,-3 yr	IT Return-3 yr	Order copy(to any School/Colleges) if any	GST (GSTR-3B and GSTR-1)

4. Enclosures:-

Documents			

Declarations:- I, Sri/Smt.....Proprietor/Director/ Partner of.....declare that I have read the tender documents thoroughly & I have agreed to supply with the terms & conditions of this tender notice. If any documents enclosed herewith found false/fabricated at any time, my candidature will be liable for rejection & no right to participate in the tender process & my EMD will be forfeited.

Date:.....

Place:.....

Seal & Signature of the Bidder



Section – 7 B

**(Part – II)
Financial Bid Format**

A) For Smart School - e -Library

1. Details of the Applicant:

Name & Address of Bidders & OEM/MSEs/Supplier/Auth Dealers with contact No.	
---	--

2. Rate Quoted.: INR

Items	Base Rate	GST	Total Cost	In words
Server-1 no				
Monitor 18.5"-10 nos				
N Computing device L300-9 nos.				
Key board-10 nos.				
Mouse-10 nos.				
Head Phone-10 nos.				
UPS - 1 no- 3 KVA				
Networking with LAN Switch 16 Port Giga Switch-1 no. & Networking (with 15 Mtr LAN work)-15 Mtr				
Total				

(no over writing/correction fluid to be used)

Declarations:- I, Sri/Smt.....Proprietor/Director/ Partner of.....declare that I have read the tender documents thoroughly & I have agreed to supply with the terms & conditions of this tender notice. If any documents enclosed herewith found false/fabricated at any time, my candidature will be liable for rejection & no right to participate in the tender process & my EMD will be forfeited.

Date:.....

Place:.....

Seal & Signature of the Bidder



Annexure-B

PROFORMA FOR SUBMISSION OF AFFIDAVIT IN RUPEES OF TEN OF INDIA NON- JUDICIAL STAMP PAPER BY THE BIDDERS FOR DECLARATION. (Affidavit before Executive Magistrate / Notary Public)

I / Wehaving my / our office at.....do declare that I / We have carefully read all the terms & conditions of bid floated by DEO, Kalahandi, Odisha for the supply of Computers/workstations to HSs and abide by them. I will abide with all the terms & conditions set forth in the **Bid document Reference no.**_____ **dated**_____ along with the subsequent amendment, if any.

I / We agree that the Tender Inviting Authority (DEO, Kalahandi) can forfeit the Earnest Money Deposit, Performance Security Deposit and blacklist our entity for a period of **03 (three)** years if any information furnished by us is found to be false at the time of inspection / verification and not complying with the Bid terms & conditions. In case I/We are de- recognized / black listed / banned / by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Institutions / PSUs / Government autonomous body, Society / DEO, KALAHANDI and or convicted by any court of law **on and from the date of floating of the tender**, I/We undertake to inform the same to DEO, KALAHANDI.

I/we also under take that, I/we are not involved in any unfair / fraudulent practice.

I/we_____do hereby undertake that the samples provided by our firm for technical evaluation is in conformity with the tendering specification and non-toxic as set forth in the Bid document vide Bid Reference no. _____ dated _____ along with the subsequent amendment, if any.

I / Wedo hereby declare that I / We will supply the Computer/workstations to HSs as per the terms, conditions & specifications of the bid document.

Identified

Advocate

(With Seal Stamp)

Deponent:

Name & Address:

The above named deponent being

identified by Shri _____

Advocate _____solemnly affirm and states before me that the contents of this affidavit are true to the best of his knowledge.

Dt. Executive Magistrate/Notary: (With Seal Stamp)

Annexure-C

Indent- School Wise

Sl. No	Delivery Point/HS	BLOCK NAME	Server	Monitor	N-Computing device	UPS	Keyboard/ Mouse/ LAN
1	GANADHIP BHOI HIGH SCHOOL, ARTAL	BHAWANIPATNA	1	10	9	1	9
2	PANCHAYAT HIGH SCHOOL GHUGURPALA	BHAWANIPATNA	1	10	9	1	9
3	GP GOVT HIGH SCHOOL, CHHELIAMAL	BHAWANIPATNA	1	10	9	1	9
4	K.C UCHHA BIDYA MANDIR, DUMURIA	BHAWANIPATNA	1	10	9	1	9
5	GOVT UGHS JUGSAIPATNA	BHAWANIPATNA	1	10	9	1	9
6	KALINGA ADARSHA HIGH SCHOOL KALAM	BHAWANIPATNA	1	10	9	1	9
7	LATADEVI HIGH SCHOOL, KARLAGUDA	BHAWANIPATNA	1	10	9	1	9
8	VIVEKANANDA BIDYAPITHA KUTRUKHAMAR	BHAWANIPATNA	1	10	9	1	9
9	SALEBHATA HIGH SCHOOL	BHAWANIPATNA	1	10	9	1	9
10	PANCHAYAT HIGH SCHOOL, MEDINIPUR	BHAWANIPATNA	1	10	9	1	9
11	MAA MAHAMAYEE HIGH SCHOOL, PALNA	BHAWANIPATNA	1	10	9	1	9
12	POLICE HIGH SCHOOL, BHAWANIPATNA	BHAWANIPATNA	1	10	9	1	9
13	GURUJI MADHUSUDHAN H.S., KASIBAHAL	DHARAMAGARH	1	10	9	1	9
14	DUMERGUDA UCHHA BIDYA PITHA	DHARAMAGARH	1	10	9	1	9
15	PANCHAYAT HIGH SCHOOL, GADIAJORE	DHARAMAGARH	1	10	9	1	9
16	GOVT.SSD GIRLS HIGH SCHOOL, JAYANTPUR	DHARAMAGARH	1	10	9	1	9
17	PANCHAYAT HIGH SCHOOL, TARAPUR	DHARAMAGARH	1	10	9	1	9
18	TIPIGUDA UCHHA BIDYA PITHA	DHARAMAGARH	1	10	9	1	9
19	PANCHAYAT HIGH SCHOOL CHAPRIA	GOLAMUNDA	1	10	9	1	9
20	CHICHIA HIGH SCHOOL	GOLAMUNDA	1	10	9	1	9
21	P.H.S DHAMANPUR	GOLAMUNDA	1	10	9	1	9
22	ANCHALIKA H.S. KEGAON	GOLAMUNDA	1	10	9	1	9
23	PANCHAYAT HIGH SCHOOL KUHURA	GOLAMUNDA	1	10	9	1	9
24	HATIRAM U.V. RENGAPALI	GOLAMUNDA	1	10	9	1	9
25	UCHHALA HIGH SCHOOL	GOLAMUNDA	1	10	9	1	9
26	ANLABHATA U.G.H.S.	JAIPATNA	1	10	9	1	9
27	AKMUBP BANDIGAON	JAIPATNA	1	10	9	1	9
28	SSD HIGH SCHOOL, KHALIABHATA	JAIPATNA	1	10	9	1	9
29	DHANSULI UGHS, SASTUGUDA	JAIPATNA	1	10	9	1	9
30	PAIK KENDUMUNDI U.G.H.S.	JAIPATNA	1	10	9	1	9
31	UGHS PRATAPPUR	JAIPATNA	1	10	9	1	9
32	GANDHJI HIGH SCHOOL RANMAL	JAIPATNA	1	10	9	1	9
33	PARAMANANDA U.B.P., RENGALPALI	JAIPATNA	1	10	9	1	9
34	GOVT.S.S.D.GIRLS H.S., UCHHALA	JAIPATNA	1	10	9	1	9
35	K.M.H.S. BALDIAMAL	JUNAGARH	1	10	9	1	9
36	GOVT HIGH SCHOOL B. TULSIPALI	JUNAGARH	1	10	9	1	9
37	GOVT SSD H.S.S., KURUGUDA	JUNAGARH	1	10	9	1	9
38	JAI JAGARNATH HS, CHHORIAGARH	JUNAGARH	1	10	9	1	9
39	DASIGAON PANCHAYAT HS	JUNAGARH	1	10	9	1	9
40	GOVT HIGH SCHOOL DUNDELMAL	JUNAGARH	1	10	9	1	9
41	RADHA KRISHNA U.V. GOUDCHENDIA	JUNAGARH	1	10	9	1	9
42	KULIHARI HS, KULIHARIGAON	JUNAGARH	1	10	9	1	9
43	GOVT. HS, KENDUPATI	JUNAGARH	1	10	9	1	9
44	GOVT HIGH SCHOOL, S. KUNDAMAL	JUNAGARH	1	10	9	1	9
45	SSD (GIRLS) HIGH SCHOOL, DULKIBANDH	KALAMPUR	1	10	9	1	9

46	PANCHAYAT HIGH SCHOOL, HARAMAL	KALAMPUR	1	10	9	1	9
47	A.N. HIGH SCHOOL, DHANPUR	KALAMPUR	1	10	9	1	9
48	BIRKISHOR HS BHATAPALA	KARLAMUNDA	1	10	9	1	9
49	BR AMBEDKAR HS POURKELA	KARLAMUNDA	1	10	9	1	9
50	PUB HIGH SCHOOL REGEDA	KARLAMUNDA	1	10	9	1	9
51	GP HIGH SCHOOL RINJA	KARLAMUNDA	1	10	9	1	9
52	JAWAHAR UCHHA VIDYAPITHA BALS	KESINGA	1	10	9	1	9
53	RAJBEE HIGH SCHOOL GAIGAON	KESINGA	1	10	9	1	9
54	KAPILESWAR HIGH SCHOOL KANTESIR	KESINGA	1	10	9	1	9
55	BAPUJI HIGH SCHOOL KIKIA	KESINGA	1	10	9	1	9
56	SAMALESWARI HIGH SCHOOL KUNDABANDH	KESINGA	1	10	9	1	9
57	LAITARA UCHHA VIDYAMANDIRA	KESINGA	1	10	9	1	9
58	SSD HIGH SCHOOL PASTIKUDI	KESINGA	1	10	9	1	9
59	GOVT HIGH SCHOOL SIRJAPALI	KESINGA	1	10	9	1	9
60	GOVT. HIGH SCHOOL SIROL	KESINGA	1	10	9	1	9
61	SSD HIGH SCHOOL , AMPANI	KOKSARA	1	10	9	1	9
62	BADPODAGUDA GP H. S., RAINGUDA	KOKSARA	1	10	9	1	9
63	CHANDRABHANU GOVT. H. S., CHIKILI	KOKSARA	1	10	9	1	9
64	SSD HIGH SCHOOL , DHANSARA	KOKSARA	1	10	9	1	9
65	KASHIBAHAL PANCHAYAT H.S., DHANSARA	KOKSARA	1	10	9	1	9
66	PANCHAYAT HIGH SCHOOL KAUDOLA	KOKSARA	1	10	9	1	9
67	MAHATMA GANDHI H. S., MAJHIGUDA	KOKSARA	1	10	9	1	9
68	NSC HIGH SCHOOL PHUPGAON	KOKSARA	1	10	9	1	9
69	GOVT. UGHS, BHURTIGARH	LANJIGARH	1	10	9	1	9
70	GOVT.UGHS, BIJEPUR	LANJIGARH	1	10	9	1	9
71	S.J.H.S, JODABANDH	LANJIGARH	1	10	9	1	9
72	GOVT. UGHS, KANKUTRU	LANJIGARH	1	10	9	1	9
73	GOVT.SSD H.S.,LANJIGARH	LANJIGARH	1	10	9	1	9
74	GOVT.UGHS, MALIUBANG	LANJIGARH	1	10	9	1	9
75	GOVT. UGHS, POKHARIBANDH	LANJIGARH	1	10	9	1	9
76	PANCHAYAT H.S., GOCHHADENGEN	M.RAMPUR	1	10	9	1	9
77	GOVT. UGHS, MANIKERA	M.RAMPUR	1	10	9	1	9
78	PANCHAYAT HIGH SCHOOL, MUDING	M.RAMPUR	1	10	9	1	9
79	GIRIGOBARDHAN H. S., KENDUBANDH	M.RAMPUR	1	10	9	1	9
80	G.P HIGH SCHOOL., BAGPUR	NARLA	1	10	9	1	9
81	PANCHAYAT UCHA VIDYAPITHA, BALSINGHA.	NARLA	1	10	9	1	9
82	G.P.U.VIDYAPITHA, BHANPUR.	NARLA	1	10	9	1	9
83	G.P. UCHA VIDYAPITHA, BHIMKELA.	NARLA	1	10	9	1	9
84	BIGHNESWAR HIGH SCHOOL, GHANTMAL	NARLA	1	10	9	1	9
85	BUDELGUMA U.G.H.S., BUDELGUMA.	NARLA	1	10	9	1	9
86	S.J.UCHA VIDYAPITHA, MANDEL	NARLA	1	10	9	1	9
87	G.P HIGH SCHOOL., NISHANPUR	NARLA	1	10	9	1	9
88	JAGANNATH UCHA VIDYAPITHA, RUPRA	NARLA	1	10	9	1	9
89	J.D.HIGH SCHOOL, NARLA ROAD.	NARLA	1	10	9	1	9
90	PANCHAYAT HIGH SCHOOL, SARIAN	NARLA	1	10	9	1	9
91	I.G.U.VIDYAPITHA, SERGARH.	NARLA	1	10	9	1	9
92	GOVT.HIGH SCHOOL BADACHATARANG	TH.RAMPUR	1	10	9	1	9
93	GOVT.SSD HIGH SCHOOL DUMERPADAR	TH.RAMPUR	1	10	9	1	9
94	GOVT SSD BOYS H.S.,DAKOTA GOPALPUR	TH.RAMPUR	1	10	9	1	9
95	GOVT.SSD HIGH SCHOOL GUNUPUR	TH.RAMPUR	1	10	9	1	9
96	GOVT.HIGH SCHOOL KANIGUMA	TH.RAMPUR	1	10	9	1	9
97	GOVT.U.G HIGH SCHOOL KACHALEKHA	TH.RAMPUR	1	10	9	1	9
98	GOVT HIGH SCHOOL TALNAGI	TH.RAMPUR	1	10	9	1	9

PERFORMANCE BANK GUARANTEE
FORMAT

To

The DEO, KALAHANDI

WHEREAS..... (Name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated..... to supply Computers (description of goods & services) (herein after called "the contract").

AND WHEREAS it has been stipulated by DEO, KALAHANDI 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 supplier, 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 supplier 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 therein.

We hereby waive the necessity of your demanding the said debt from the supplier 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 supplier 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....., 20_____

Our _____ branch at _____, Bhubaneswar, Odisha (Name & 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 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