

Standard Bidding Document

**SUPPLY OF MUSICAL INSTRUMENTS FOR 11 NOS. OF KGBVS – TYPE III
HOSTELS OF NABARANGPUR DISTRICT**

Notice Inviting Tender No. 562 /GE /25, Dated 04.03.2025

**OFFICE OF THE DISTRICT PROJECT CO-ORDINATOR
SAMAGRA SHIKSHA, NABARANGPUR**

IMPORTANT INFORMATION TO THE BIDDER.

S. No.	Particular	Details
1.	Tender Inviting Authority (TIA)	O/o the DEO-CUM-DISTRICT PROJECT COORDINATOR, SAMAGRA SHIKSHA,,NABARANGPUR
2.	Availability of the Bid document	www.nabarangpur.odisha.gov.in , www.osepa.odisha.gov.in
3.	Date of Issue of the Bid	Dt. 04.03.2025
4	Last date and time of receipt of the Bid only through speed post / registered post.	Dt. 26.03.25 Up to 5.30 PM
5	Date & time for opening of Technical BID.	Dt. 27.03.25 At 10.30 AM
6	Date of opening of Financial BID	Dt. 27.03.25 At 10.30 AM.
7	Bid Processing Fee (Non-Refundable)	Rs. 500/- (Rupees Five Hundred Only) in shape of Demand Draft /Banker's Cheque drawn in any nationalized/scheduled bank favouring DISTRICT PROJECT COORDINATOR, SAMAGRA SHIKSHA, NABARANGPUR, payable at NABARANGPUR which will be annexed with the Technical Bid.
8	Earnest Money Deposit (EMD) (Refundable without interest)	Rs. 8,000/- (Rupees Eight Thousand Only) in shape of Banker Cheque / Demand Draft / Bank Guarantee
9	Address & mode of submission of proposal	O/o the District Project Coordinator, SamagraShiksha Nabarangpur, Pin - 764059. Mode of Submission: Speed Post / Registered Post 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:	<u>Collectorate</u> , Nabarangpur
11	Point of Delivery & Completion of supply	At the KGBV point within 15 days from the date of work order
12	Submission of Performance security @5% of contract cost & Signing of agreement.	Within 3 days of issue of work order

BID DOCUMENT FOR SUPPLY OF MUSICAL INSTRUMENTS TO ELEVEN NUMBERS OF KGBVS – TYPE III HOSTELS OF NABARANGPUR DISTRICT

The District Education Officer, Nabarangpur invites bids from the reputed & credible firms/ Manufacturers for supply of Musical Instruments for 11 numbers of KGBV-type III Hostels of Nabarangpur District. The detailed terms & conditions of the above bid are as under;

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Eligibility Criteria:

The firms / manufacturers must have:

- (a) Valid PAN and with up-to-date clearance certificate of ITR filing copy.
- (b) Valid GST Registration Certificate and upto date GST filing copy of relevant preceding month / quarter

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 Musical Instruments” & “Financial Bid for supply of Musical Instruments for 11 numbers of KGBV-type III Hostels”. Both sealed envelopes should be kept in another sealed envelope super scribed “Tender for supply of Musical Instruments for 11 numbers of KGBV-type III Hostels”.

(b) Technical Bid & Financial Bid.

The Bidder has to fill up the Technical bid Form (**Tech-1, Tech-2, Tech-3, Tech-4**) & submit it with a separate envelope with all self-attested documents / papers. 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 aforesaid musical instrument rate in the prescribed format (FIN-2). The per instrument rate shall include all other charges/levies/duties including GST, transportation cost & delivery of the items at school point. The tender should be addressed to O/o the District Project Coordinator, Samagra Shiksha, Nabarangpur, Pin 764059.

(c) The Bid document shall be available in website www.nabarangpur.odisha.gov.in and www.osepa.odisha.gov.in the cost of the tender paper of Rs.500/- is to be enclosed in shape of crossed Demand Draft / Banker's Cheque in favour of “**DISTRICT PROJECT COORDINATOR, SAMAGRA SHIKSHA, NABARANGPUR**”, payable at **NABARANGPUR** along with the **Technical BID**.

- (d) Earnest Money Deposit (EMD): The bidder is to submit EMD amounting to Rs.8,000/- (Eight 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, NABARANGPUR**, payable at **NABARANGPUR**, 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.
- (e) 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 Aadhar Udyog Registration or Valid Trade License Certificate or Regn.Certificate under Partnership Act or Companies Act
 - (b) Valid PAN
 - (c) Valid GST Registration Certificate.
 - (d) Filed Income Tax Return for the Financial Year 2023-24, 2022-23, 2021-22.
 - (e) Updated GST return file upto January 2025 for monthly and upto December 2024 Quarterly Tax Payers.
 - (f) DD/Bankers Cheque amounting to Rs. 500/- as bid processing fee
 - (g) EMD of Rs.8,000/- in shape of Demand Draft / Bankers Cheque / Bank Guarantee.
 - (h) Duly filled in, signed & sealed Tech-1, Tech-2, Tech-3 & Tech-4 formats.
 - (i) Sample of each musical instrument should be brought on the day of opening of tender.

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:

- (a) 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 Dt. 26.03.25 Up to 5.30 PM PM (in all working days) addressed to O/o the District Project Coordinator, Samagra Shiksha, Nabarangpur, Pin 764059 only by **registered Post / Speed Post**. 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 10.30 AM on Dt. 27.03.25 in the O/o the Collector, Nabarangpur, in the presence of the authorized 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: Musical Equipment

Sl. No.	Items	Specification	Total Required Quantity
1	Harmonium	Type: 42 keys, 3.5 Octave range Reeds: Double reed or triple reed/ scale changer for richer sound Material: High-quality wood, portable box design Extras: Coupler for enhanced sound Brand Options: Sardar Flute, Paloma or equivalent	11
2	Piano	Model: Casio CT-X8000IN, Yamaha or equivalent Keys: 61 piano-style touch-sensitive keys Features: 800 tones, 250 rhythms, Indian tones and rhythms (33 Indian tones, 26 rhythms), AiX sound source for rich audio Extras: Includes power adapter and stand Warranty: 2 years	11
3	Tabla	Dayan (Right drum): Sheesham wood Bayan (Left drum): Copper/brass with nickel polish Features: High-quality tuning, natural drum skins, standard 5.5-inch size Extras: Includes hammer, cover, and cushion	11

4	Dholki	Material: Wooden or fiber body, metal tuning bolts Size: Medium-size dholki for classical/folk music Features: Adjustable tuning, durable design xtras: Includes tuning key	11
5	Drum	Colour: Silver, White Material: Wood, Brass Model Name Snare Drum Item dimensions L x W x H Centimeters 13X2, 17X2, 19X2 23X2, 25X2, 27X2 Snare Drum/School Band Marching Drum With Stick Musical	11
6	Trango (Wooden Congo With Stand)	Number of Drums: Three (3). Material: <ul style="list-style-type: none"> • Drum Shell: High-quality seasoned wood. • Drum Head: Synthetic or natural leather for durability and sound quality. Drum Sizes: Small Drum: 8 inches diameter, Medium Drum: 9 inches diameter, Large Drum: 10 inches diameter. Height: Each drum should have an approximate height of 24–26 inches. Finish: Polished wooden finish or painted lacquer finish in a natural or dark wood tone. A sturdy and adjustable tripod stand or individual stands for each drum. Material: Metal with a powder-coated finish to prevent rust.	33

The requirement of each item may increase or decrease.

6. Evaluation of BID:

- (a) The Purchase and Financial Committee of the District Education 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. The soft copy of posters will be provided to the successful bidder.

9. Signing of Contract:

- (a) The successful bidder/s whose bid has been accepted will sign an agreement with the TIA within 03 (three) 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 Demand Draft / Bankers cheque drawn on any Nationalized / Scheduled Bank.

11. Post Delivery Inspection (PDI):

The TIA shall do the PDI of the quality of the items.

12. Requirement & Delivery Schedule:

The selected firm shall supply for supply of Musical Items for 11 numbers of KGBV-type III Hostels of Nabarangpur District wise within **15** days from the date of issue of the work order. The above requirement may increase or decrease as per need. The total cost will be decided on the basis of actual nos. of Items.

13. Payment terms:

- (i) **On completion of delivery at KGBV point** :100% cost of the supplied quantity shall be paid within 15 days after receipt of the required reports / Papers/ documents as under
 - a. Challans towards satisfactory completion of supply of quantity to concerned KGBV – Type III hostel point as per supply order.
 - b. Receipt of “receive & stock entry certificate” from KGBV – Type III hostel concerned.
 - 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.
 - e. Receipt & outcome of Post Delivery Inspection (PDI) Report.
 - f. On fulfillment of conditions of the agreement
 - g. Four self-inking carbon copies of the GSTIN invoice as well as bank details for payment purpose.
- (ii) No advance payment shall be made, or no payment shall be entertained on negotiation through Bank.
- (iii) 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 items 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 items is found to be dissatisfactory, penalty as suggested by the purchase committee will be imposed.

15. 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.

16. 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.

17. All the information 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.

18. 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.

19. The TIA reserves the right to modify any term in the bid document at the time of execution of contract, if felt necessary.

20. The bid validity period is 90 days from the date of opening of the Financial Bid. Accordingly, the bidder shall submit the Bid.

21. 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.


22. 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 Nabarangpur. The Collector Nabarangpur 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.

23. 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 Nabarangpur.


District Project Coordinator,
Samagra Shiksha, Nabarangpur


Collector cum Chairman,
Samagra Shiksha, Nabarangpur

COVERING LETTER

(ON BIDDER/S'S LETTER HEAD)

[Location, Date]

To:

**The District Education Officer-cum-DPC
SamagraShiksha,
Nabarangpur**

Subject: Supply of Musical Instruments for 11 numbers of KGBV-type III Hostels of Nabarangpur District.

Madam/Sir,

I/We, the undersigned, request you to participate in the selection process towards supply of Musical Instruments for 11 numbers of KGBV-type III Hostels of Nabarangpur District" 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	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	
6	Bid processing fee Details Amount :Rs.500/-	
7	EMD : Rs.8,000/-	
8	GSTIN	
9	PAN	
10	Confirm to carry out assignments as per the scope of work of the Bid Document	
11	Confirm to accept all the terms and conditions as specified in the Bid Document	

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 supply and manufacturing Registration		
2	Proof of Office as well as in the State of Odisha		
3	valid PAN		
4	valid GST Registration Certificate		
5	Filed Income Tax Return for the Financial Year 2021-22,2022-23,2023-24i.e Assessment Year 2022-23,2023-24,2024-25.		
6	Updated GST return file upto January 2025 for monthly and upto December 2024 Quarterly Tax Payers.		
7	DD/Banker's cheque amounting to Rs.500/- as bid processing fee.		
8	EMD of Rs.8,000/- in shape of Demand Draft / Bankers cheque.		
9	Duly filled in,signed & sealed Tech-1,Tech-2,Tech-3 & Tech-4 formats.		
10	Duly filled in FIN-1 & FIN-2 Form.		
11	Sample of each Musical Instrument to be produced on the date of opening of tender		

Place:

BIDDERS'S OFFICIAL SIGNATORY

Date:

**Name & Designation with Rubber Stamp/
Official Seal of the Firm.**

(In Bidder's letter Head)

[Location, Date]

To

**The District Education Officer-cum-DPC
SamagraShiksha,
Nabarangpur**

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 Education Officer-cum-DPC,
Nabarangpur
Nabarangpur**

Subject: Supply of Musical Instruments for 11 numbers of KGBV-type III Hostels of Nabarangpur District.

Madam/Sir

I, the undersigned, offer to "Supply of Musical Instruments for 11 numbers of KGBV-type III Hostels of Nabarangpur District" 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 all other charges/levies/duties including GST, transportation cost & delivery of the complete material at OAV 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)

Particular	Rate per Musical Instrument (in Rs.) (Both in figures and words) (including GST)	Approximate Total Number of Instruments	Total (in Rs.) (both in figure 3=1x2)
	1	2	
Harmonium			
Piano			
Tabla			
Dholki			
Drum			
Trango (Wooden Congo with Stand)			

The rate per Musical Instrument is inclusive of all other charges/levies/duties including GST, transportation cost & delivery of the complete material at 11 nos. of KGBVs.

NB: The rate per Instrument 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 Co ordinator,
Samagra Shiksha, Nabarangpur

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 2022-23 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 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,
SAMAGRA SHIKSHA, NABARANGPUR

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 2022-23 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