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Samagra Shiksha

Standard Bidding Document

FOR

Procurement of Web Camera

for 220 no. of CRCCs

Notice Inviting Tender No 6009 / Dated 01.11.24

~~30/10/24~~

OFFICE OF THE DISTRICT PROJECT CO-ORDINATOR
SAMAGRA SHIKSHA, CUTTACK

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Encl :- 3 notices

Memo no _____

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**DISTRICT PROJECT OFFICE
SAMAGRA SHIKSHA: CUTTACK (ODISHA)**

Phone & Fax: 0671-2509937 / 2509934
E-mail: dpccuttackssa.opepa@nic.in

Notice No. 6009 /MIS/ Date: 01.11.24 (By E-mail)

NOTICE INVITING TENDER (NIT)

Sealed tenders are invited from the reputed & Authorized suppliers / firms / agencies for supply of Web Camera for CRCCs in two bid systems (Technical & Financial Bid) as detailed below.

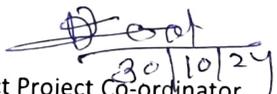
Name of the Tender	Bid Processing fees	Amount of EMD	Last Date time of receipt of Bid	Date & time of Opening of Technical Bid
Procurement of Web Camera for CRCCs	Rs. <u>1000/-</u>	Rs. <u>44,000/-</u>	25.11.2024 by 05 PM	26.11.2024 at 11.30AM

The detailed BID document is available in the website www.osepa.odisha.gov.in & <http://cuttack.odisha.gov.in>.

Interested and eligible Authorized supplier / agency / firm may download BID DOCUMENT from the above website and apply accordingly. Corrigendum / addendum, if required, will be uploaded in the above website. Hence potential bidders are requested to be in continuous touch with the above website.

The Collector cum Chairman, Samagra Shiksha, Cuttack 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, SS, Cuttack


30/10/24
District Project Co-ordinator
Samagra Shiksha, Cuttack

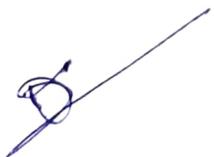


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IMPORTANT INFORMATION TO THE BIDDER

S.No.	Particular	Details
1.	Tender Inviting Authority(TIA)	O/o the DPC, Samagra Shiksha, Cuttack
2.	Availability of the Bid document	www.osepa.odisha.gov.in & http://cuttack.odisha.gov.in
3.	Date of Issue of the Bid	05.11.2024
4.	Last date and time of receipt of the Bid only through speed post / registered post.	25.11.2024 by 05 PM
5.	Date & time for opening of Technical BID.	26.11.2024 at 11.30 AM
6.	Date of opening of Financial BID	Will be declared on the date of opening of the Technical bid after assessing nos. of participating bidders
7.	Bid Processing Fee (Non-refundable)	Rs.1000/- (Rupees One thousand Only) in shape of DD / Banker's Cheque drawn in any nationalized / scheduled bank favoring District Project Office, Samagra Shiksha, Cuttack" payable at Cuttack . Which will be annexed with the Technical Bid.
8.	Earnest Money Deposit (EMD) (Refundable without interest)	Rs.44,000/- (Rupees Fourty-four thousand) in shape of Banker Cheque / Demand Draft / Bank Guarantee
9.	Address & mode of submission of proposal	O/o the District Project Coordinator Samagra Shiksha , Cuttack Collectorate Building, Cuttack At/ Po -Chandini Chowk Dist-Cuttack, PIN-753002 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:	Video Conference Hall. Samagra Shiksha , Cuttack
11.	Point of Delivery & Completion of supply	At the cluster points within 45 days from the date of issue of work order
12.	Submission of Performance security & Signing of agreement.	Within 05 days of issue of work order.



BID DOCUMENT

FOR PROCUREMENT OF WEB CAMERA

The District Project Coordinator, Samagra Shiksha Cuttack invites bids from the OEM-authorized suppliers / firms / agencies for supply of "Web Camera". The detailed terms & conditions of the above bid are as under:

GENERAL INSTRUCTIONS FOR BIDDERS

1. Eligibility Criteria:

The suppliers / firms / agencies must have:

- (a) OEM Authorization.
- (b) Valid Aadhar Udyog Registration.
- (c) Office as well as Service Center in the State of Odisha.
- (d) Valid PAN.
- (e) valid GST Registration under Odisha GST(OGST)Act.

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 Web Camera" & "Financial Bid for Web Camera". Both sealed envelopes should be kept in another sealed envelope super scribed "Tender for Web Camera" with contact no.

(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(e)(6). 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 **rate per Unit** in the prescribed format (FIN-2). The per unit rate shall include installation, transportation & delivery cost of the complete material at cluster points including GST. Accordingly, the bidder has to calculate the per unit rate after taking into account all of the above factors.

The tender should be addressed to O/o the District Project Coordinator, Samagra Shiksha, Cuttack, Collectorate Building, Cuttack, At/ Po-Chandini Chowk, Dist-Cuttack, PIN-753002.

- (c) The Bid document shall be available in website (www.osepa.odisha.gov.in & <http://cuttack.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 Office, Samagra Shiksha, Cuttack" payable at Cuttack along with the **Technical Bid**.

- (d) **Earnest Money Deposit (EMD)**: The bidder is to submit EMD amounting to **Rs.44,000/-**. 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 Office, Samagra Shiksha, Cuttack" payable at Cuttack, failing which the tender

shall be rejected summarily. In case of bank guarantee, it should be valid up to a 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 30days 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.

1. Valid Aadhar Udyog Registration.
2. Proof of Office as well as service center in the State of Odisha.
3. Valid PAN.
4. Valid GST Registration Certificate under Odisha GST(OGST)Act.
5. DD / Bankers Cheque amounting to Rs. 1000/- as bid processing fee.
6. EMD in shape of Demand Draft / Bankers Cheque / Bank Guarantee.
7. Income Tax Return for the Financial Year 2020-21, 2021-22, 2022-23 i.e Assessment Year 2021-22, 2022-23 & 2023-24.
8. Duly filled-in, signed & sealed Tech-1, Tech-2, Tech-3 & Tech-4 formats.

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 25.11.2024 by 5 pm (in all working days) addressed to District Project Co-ordinator, Samagra Shiksha, Cuttack 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 Samagra Shiksha, Video Conference Hall, Collectorate, Cuttack in the presence of the representatives of the bidders, if any, who wish to be present on the spot at that time with proper authorization.
- (d) The Financial Bid of only those bidders will be opened whose Technical bids are found appropriate. The date, time & place of opening of Financial BID will be communicated after evaluation of Technical BID.

5. Specifications and Make:

Camera	USB-A Plug and Play or higher
Multiple resolution	1080p/30 fps(1920*1080 pixels), 720p/30fps(1280*720)pixels or higher
Lens (Mega pixel)	2MP or higher
Diagonal field of view(dfov)	58'(H)/58"(V) or higher
Focus type	Fixed Focus
Lens Technology	custom 4 element plastic lens with anti-reflective coating with privacy shutter or higher
Microphone type	Omni directional stereo Microphone or higher
Camera Management system	brightness /Contrast or higher
Support Video calling Platform	Yes
Number of Speakers	2 or Higher
Connectors	USB or Higher
Certifications	Sustainability certified & restriction of Hazardous substances(RoHS)
Warranty (Years)	3 or higher
Make	: Logitech

6. Single rate should be quoted, which should not exceed Rs.10,000/- per unit inclusive of all cost, GST and statutory dues as mentioned in Para-2(b).

7. Evaluation of BID:

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

8. Acceptance or Rejection of the Bids:

- (a) The Tender Inviting Authority (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 / so account of such rejections.
- (b) Any bid without complete 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 / whose bid has been accepted will sign an agreement with the TIA within 05 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 Office, Samagra Shiksha, Cuttack" payable at Cuttack only within 05 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. **Post Delivery Inspection (PDI):**

The TIA shall do the PDI of the quality & functionality of the Web Camera by the Block Level Technical Team.

13. **Requirement & Delivery Schedule:**

The selected firm shall supply the Web Camera at the cluster within 45 days from the date of issue of the work order. Total 220 numbers of Web Cameras are required to be supplied.

14. **Payment terms:**

- (i) **On completion of delivery at Cluster point, 100% cost of the supplied quantity shall be paid after deduction of penalty, if any, within 30 days after receipt of the required reports / Papers / documents as under:**
 - a. Four self-inking carbon copies of the GSTIN invoice as well as bank details for payment purpose.
 - b. Photocopy of Delivery Challans with signature of concerned CRCC by the selected Firm.
 - c. Photographs by the firm after Installation.
 - d. Receipt of PDI (Post Delivery Inspection) Report from Block Level Technical Team.
 - e. Receipt of "receive & stock entry certificate (on Challan of the firm)" by concerned CRCCs from BEO.
 - f. On fulfillment of conditions of the agreement.
- (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.

15. **Penalty:**

- (a) If the supply 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 to Govt. for black-listing the firm.
- (b) If the Post Delivery Inspection of Web Camera shows negative results, then penalty will be imposed proportionately on the total cost after deduction of tolerance limit prescribed by Govt., if any.

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

- (a) Seven(07) days before the last date of submission of Bids, the TIA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder/s, modify the Bidding Documents by amendment / corrigendum.
- (b) The amendment in shape of corrigendum / addendum will be notified on the websites (www.osepa.odisha.gov.in & <http://cuttack.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

17. Only one tender should be submitted by one party. Submission of more than one tender will lead to rejection of all proposal of the bidder.

18. The bidder/s may use separate piece of paper, where the space provided in the formats in this tender document for submission of information, is not sufficient. The information in the separate sheet of paper shall be in prescribed format and its page should be serially numbered and duly authenticated.
19. All the information uploaded & submitted or supplied in the formats of this tender document shall be presumed to be true to the best of the knowledge of the bidder/s.
20. No document as required and mentioned in the Bid shall be submitted in the Technical bid / Financial bid documents unless otherwise specifically mentioned there in. All required documents shall be uploaded with serial number and page mark.
21. The TIA reserves the right to modify any term in the bid document at the time of execution of contract, if felt necessary.
22. The bid validity period is 90days from the date of opening of the Financial bid. Accordingly the bidder shall submit the Bid.
23. The TIA reserves the right to reject any or all the bids without assigning any reason thereof. The TIA also reserves the right to modify any term in the bid document at the time of execution of contract, if felt necessary.

24. **Resolution of Disputes:**

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

25. **Applicable Law and Jurisdiction of Courts:**

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

Tech-1

COVERING LETTER

(ON BIDDER/S'S LETTER HEAD)

[Location, Date]

To:

The District Project Coordinator
SS **Cuttack**

Subject: Supply of Web Camera to CRCCs of Cuttack district.

Madam/Sir,

I/We, the undersigned, request you to participate in the selection process towards supply of Web Camera to CRCCs in accordance with 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 con firm 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:

Date:

BIDDER/S'S OFFICIAL SIGNATORY

Name & Designation with Rubber Stamp

Bidder/s's Organisation (General Details)

SIN o.	Description	Full Details
1	Name of the Bidder/s	
2	Address for Communication Tel:Fax: Emailid:	
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	Office & Service Center in Odisha Please furnish contact details	
6	Bid processing fee Details Amount: Rs. <u>1000</u> /-	
7	EMD details	
8	GST IN under Odisha GST(OGST)Act	
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



Tech-3

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	OEM Authorization to participate in this tender process		
1	Valid Aadhar Udyog Registration.		
2	Proof of Office as well as Service Center in the State of Odisha		
3	Valid PAN		
4	Valid GST Registration Certificate under Odisha GST(OGST)Act		
5	Filed Income Tax Return for the Financial Year 2020-21, 2021-22, 2022-23 i.e. Assessment Year 2021-22, 2022-23 & 2023-24.		
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	Specification / catalogue of the Manufacturer.		
10	Duly filled in FIN-1 & FIN-2 Format		

Place:

BIDDER/S'S OFFICIAL SIGNATORY

Date:

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



To -4

(In Bidder's letter Head)

[Location, Date]

To:

The District Project Coordinator
Samagra Shiksha, **Cuttack**

Undertaking / Declaration

1. I, _____ Son / Daughter / Wife of
Shri _____ Proprietor / Director /
Authorized Signatory of the bidder, mentioned above, a competent to sign this declaration and
execute this bid document;
2. I/we certified that I have not committed any offense—
 - (a) Under the Prevention of Corruption Act, 1988; or
 - (b) The Indian Penal Code or any other law for the time being in force, for causing any loss of
life or property or causing a threat to public health as part of execution of a public procurement
contract.
 - (c) I have not been debarred by any Central/State Government Organization / Bodies for the last
03years.
3. I/we have carefully read and understood all the terms and conditions of the BID document and
undertake to abide by them.
4. 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.
5. 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.
6. 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

FIN-1

COVERING LETTER

(In Bidder's Letter Head)

[Location, Date]

To

The District Project Co-ordinator,
Samagra Shiksha, Cuttack

Subject: Supply of Web Camera to CRCCs

Madam/Sir

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

The quoted per unit rate is inclusive of installation, transportation & delivery cost of the complete material at cluster point including GST. 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:

N.B - Amount must match with the one indicated in FIN-2.

FM 2

(In Bidder's Letter Head)

Particulars	Rate Quoted per Web Camera (In Rs.) as per the specification mentioned at SI.NO-13 of bid document	Total Number of Web Cameras to be supplied	Total quoted Rate (in Rs.)
1	2	3	4=2X3

The rate per unit shall include transportation cost & delivery of the complete material at cluster points including GST.

NB: The rate per unit may be quoted within Rs.10,000/-.

Place:

BIDDER'S OFFICIAL SIGNATORY

Date:

Name & Designation with Rubber Stamp/

Official Seal of the Firm.



Format-A

Bank Guarantee Form at for Furnishing EMD

To,
The District Project Coordinator, SS Cuttack

WHERE AS _____ (Name and address of the tenderer) (herein after called "the Tenderer") has submitted their offer dated _____ for Supply of Web Camera for CRCCs against the purchaser's Notice inviting tender No _____ dated _____

KNOW ALL MEAN by these presents that We.....of.....having our registered Office at (hereinafter called the "Bank") are bound unto the District Project Coordinator Samagra Shiksha (herein after 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 of2024

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 headquarter.



Format-B

PERFORMANCE BANK GUARANTEE FORMAT

To,

**The District Project Coordinator,
SS Cuttack**

WHEREAS _____ (Name and address of the supplier) (herein after called "the supplier") has undertaken, in pursuance of contract No _____ dated _____ for supply of Web Camera to CRCCs (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 there in as security for compliance with its obligations in accordance with the contract;

AND WHERE AS 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 therein.

We hereby waive the necessity of your demanding the said debt from the consultant be for 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 headquarter.