

Standard Bidding Document

FOR

**Printing & Supply of Question cum Answer
Sheets, Answer Keys, Oral Questions for
Summative Assessment -II (SA-II) 2024-25 for
Class-I to VIII**

Notice Inviting Tender No. 950 /Dated 31.01.2025

**OFFICE OF THE DISTRICT PROJECT CO-ORDINATOR
SAMAGRA SHIKSHSA, KENDRAPARA**



ସମଗ୍ର ଶିକ୍ଷା
ସମଗ୍ର ଶିକ୍ଷା
Samagra Shiksha



**DISTRICT PROJECT OFFICE, SAMAGRA SIKSHYA:
KENDRAPARA**

Phone & Fax: 06727-220547/562, E-mail: ssa_knd@rediffmail.com

Letter No- 250

Date- 31.01.2025

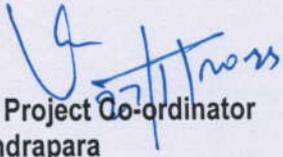
NOTICE INVITING TENDER (NIT)

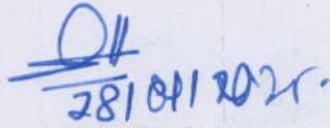
Sealed tenders are invited from the reputed & credible printers / firms / agencies for printing & supply of "Question cum Answer Sheets, Answer Key & Oral questions" for Summative Assessment-II, 2024-25 for Class-I to VIII Students in two bid systems (Technical & Commercial Bid) as detailed below.

Name of the Tender	Bid processing fees	Amount of EMD	Last Date & time of receipt of Bid	Date & time of opening of Technical Bid
Printing & Supply of Question cum Answer Sheet for SA-II 2024-25 for Class-I to VIII Students	Rs.2000/-	Rs.50000/-	13.02.2025 4 PM	14.02.2025 11 AM

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

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


District Project Co-ordinator
SS, Kendrapara


Collector-Cum-Chairman
SS, Kendrapara

CONTENTS OF BID DOCUMENT

SI No.	Description of contents	Page Number
1.	Important information to the Bidders	4-4
2.	Bid Document: Scope of work and general instructions for Bidders.	5-10
3.	Application-Technical Bid	11-14
4.	Application-Financial Bid	15-16
5	Format A	17-17

26

IMPORTANT INFORMATION TO THE BIDDER.

S. No.	Particular	Details
1.	Tender Inviting Authority (TIA)	O/o the DPC SS, Kendrapara.
2.	Availability of the Bid document	www.kendrapara.odisha.gov.in & www.osepa.odisha.gov.in .
3.	Date of Issue of the Bid	01.02.2025
4.	Last date and time of receipt of the Bid only through speed post / registered post / courier.	13.02.2025 4 PM
5.	Date & time for opening of Technical BID.	14.02.2025 11 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. <i>Surety</i>
7.	Bid Processing Fee (Non-Refundable)	Rs. 2000/- (Rupees Two thousand Only) in shape of DD / Banker's Cheque drawn in any nationalized / scheduled bank favouring District Project Coordinator, SS, Kendrapara payable at Kendrapara which will be annexed with the Technical Bid.
8.	Earnest Money Deposit (EMD) *(Refundable without interest)	Rs. 50,000/- (Rupees fifty thousand) in shape of Banker Cheque / Demand Draft
9.	Address & mode of submission of proposal	O/o the District Project Coordinator, SS, Kendrapara, Near College Colony PS, Kajala, Dist: Kendrapara, Pin-754211, Odisha Mode of Submission: Speed Post / Registered Post / Courier only to the address as specified above during the office hour only). Submission of proposal through other mode and late bid will be rejected.
10.	Place of Opening of Proposal:	Office Chamber of DEO-cum-DPC, SS, Kendrapara.
11.	Point of Delivery & Completion of supply	At the block point within 15 days from the date of work order
12.	Submission of Performance security & Signing of agreement.	within 05 days of issue of work order i.e 5% of Estimated cost.

BID DOCUMENT
FOR
PRINTING & SUPPLY OF QUESTION CUM ANSWER SHEET

The District Project Coordinator, Samagra Shiksha, Kendrapara invites bids from the reputed & credible printers / firms/ agencies for printing & supply of "Question cum Answer Sheets, Answer Key & Oral questions" for SA-II 2024-25. The detailed terms & conditions of the above bid are as under;

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Eligibility Criteria :

The Printers /firms /agencies must have:

- (a) Valid Aadhar Udyog Registration for printing works.
- (b) Office as well as printing setup in the State of Odisha
- (c) valid PAN
- (d) 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 Printing & supply of Question cum Answer Sheets & "Financial Bid for printing & Supply of Question cum Answer Sheets"". Both sealed envelopes should be kept in another sealed envelope super scribed "Tender for printing & Supply of Question cum Answer sheets"".

(b) Technical Bid & Financial Bid.

The Bidder has to fill up the Technical bid Form (Tech-1, Tech-2, Tech-3, Tech-04) & submit it with a separate envelope with all self-attested documents / papers as mentioned in para-2 (f). Similarly, the Financial Bid form has to be filled up as per prescribed form (Fin-1 & Fin-2) and to be submitted in separate sealed envelope. The bidder is to quote **rate per A4 size sheet** in the prescribed format (FIN-2). The per sheet rate shall include cost of paper, printing, scanning & planning, DTP, designing, all pre-press expenses, composing, editing, binding, Subject-wise /Class-wise / School- wise / CRC- wise / Block- wise packing, all other charges/ levies/ duties, transportation cost & delivery of the complete material at block point. **Only GST as applicable shall be claimed extra. Accordingly, the bidder has to calculate the per sheet (A4 size) rate after taking into account all of the above factors.**

3. (C) The tender should be addressed to O/o the District Project Coordinator, SS, Kendrapara, Near-College Colony-PS, Kajala, Dist: Kendrapara, Pin-754211, Odisha

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- 24
- (d) The Bid document shall be available in website www.kendrapara.odisha.gov.in & www.osepa.odisha.gov.in and the cost of the tender paper is to be enclosed in

shape of crossed Demand Draft / banker's Cheque in favour of "District Project Coordinator, SS, Kendrapara" payable at Kendrapara along with the **Technical BID**.

(e) . **Earnest Money Deposit (EMD)**: The bidder is to submit EMD amounting to **Rs.50000/-**.The EMD (refundable - without interest), may be submitted in shape of Demand Draft / Banker's cheque from any Nationalized or scheduled bank drawn in favour of District Project Coordinator, SS, Kendrapara" payable at Kendrapara, failing which the tender shall be rejected summarily .In case of bank guarantee, it should be valid up to at least 90 days beyond the date of opening of Financial bid. The instrument in original should be necessarily accompanied with the Technical Bid. The EMD of the un-successful bidders shall be refunded within 30 days after award of contract. The EMD shall be forfeited in the event of withdrawal of the tender once submitted OR in case of a successful bidder who (i) fails to execute the agreement within specified period & (ii) not submitted performance security and/or express its inability to supply the finished material within the stipulated period. The EMD of successful bidder shall be refunded after receipt of Performance security.

(f) .The interested Bidders are to enclose self-attested photocopies of the following valid documents /papers **in the Technical Bid envelope**. The proposal submitted without the following documents/papers shall not be considered.

- (i) Valid AadharUdyog Registration for printing works.
- (ii) Proof of Office as well as printing setup in the State of Odisha
- (iii) valid PAN
- (iv) valid GST Registration Certificate under Odisha GST (OGST) Act & upto date/latest GST Clearance Certificate.
- (v) DD/Bankers Cheque amounting to Rs.2000/- as bid processing fee
- (vi) EMD in shape of Demand Draft / Bankers Cheque
- (vii) Income Tax Return for the Financial Year 2021-22,2022-23 & 2023-24.
- (viii) Valid Turn Over Certificate of Bidder for the Financial Year 2021-22,2022-23 & 2023-24. with UDIN (will verify online)
- (ix) Duly filled in, signed & sealed Tech-1, Tech-2, Tech-3 & Tech-4 formats.
- (x) Sample papers duly signed & sealed mentioning the GSM as well as name of the manufacturer.

(g) 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.

(h) **Submission & opening of Tender:**

The interested Bidders may submit the tender document complete in all respects along with EMD, bid processing fee and other requisite documents on or before 13.02.25 by 4 PM (in all working days) addressed to the District Project Coordinator,SS, Kendrapara, Near College Colony PS, Kajala, Dist: Kendrapara, Pin-754211,Odisha only by **registered Post / Speed Post / Courier**. The Authority

is not responsible for any postal delay. No other mode of submission of bid shall be entertained.

(i) **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.

(j) The Technical bids shall be opened on the scheduled date and time at ~~11.02.2025 11.00 AM~~ in the Office Chamber of DEO-cum-DPC, SS, Kendrapara in the presence of the representatives of the bidders, if any, who wish to be present on the spot at that time.

(k) 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.

(l) Specifications :

- i. Quality of Paper :- 70 GSM (Cream Wove)
- ii. Size :- A-4
- iii. Colour :- Single colour
- iv. Binding :- Side stapled.
- v. Process of printing :- Offset or higher
- vi. Ink :- Eco-friendly ink of ISO/ISI standard

(m) Evaluation of BID:

(a) The Purchase Committee of the District Project Office will evaluate the Technical & Financial BID. The Bidder who meets the requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be opened.

(b) The technically qualified bidder quoting lowest price in the Financial bid shall be considered for award of contract.

(n) 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.

(o) Award of Contract :

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

(p) Signing of Contract :

(a) The successful bidder/s 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.

Handwritten signature or initials in blue ink.

(q) **Performance Security Deposit:**

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

(r) **Post Delivery Inspection (PDI):**

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

(s) **Requirement & Delivery Schedule :**

The selected firm shall supply the Question cum answer sheets, answer key & oral questions at Block point with Subject-wise /Class-wise / School wise / Block wise packets within 15 days from the date of issue of the work order. Approximately 3071975 numbers of pages are required to be printed for the purpose. The above requirement may increase or decrease as per need. The total cost will be decided on the basis of actual nos. of pages printed & supplied.

NB: The District shall calculate Subject-wise /Class-wise / School- wise / CRC- wise / Block-wise requirement of Question cum Answer Sheets, Answer Key & Oral questions and indicate the same in the bid document for information of the bidder/s. The denomination of number of Question cum Answer sheets, Answer Key & Oral questions to be contained in a packet as well as detailed information to be printed on the packet cover, if any , shall also be provided by the District for information of the bidder.

(t) **Payment terms:**

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

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- (u) **Penalty :**
- (a) If the work is delayed for any reason for which the TIA is not responsible, penalty @ 0.5 % per week or part thereof on the total cost maximum up to 10% of the contract value will be imposed on the firm under orders of appropriate Authority. The TIA reserves the right to forfeit the Performance Security & debar the bidder from participating in any other bid of his/her office. In such cases the TIA may write Govt. for blacklisting the firm.
- (b) If the Post Delivery Inspection of the quality of paper (GSM) testing report shows negative results, then penalty will be imposed proportionately on the total cost after deduction of tolerance limit prescribed by Govt., if any.
- (c) If the quality of printing is found to be dissatisfactory, penalty as suggested by the purchase committee will be imposed.

(v) 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.kendrapara.odisha.gov.in & www.osepa.odisha.gov.in. and the prospective bidder/s are requested to take cognizance of such notification/s while submitting their tender proposal.
- (c) In order to allow prospective Bidder/s reasonable time in which to take the amendment into account in preparing their bid, the TIA may, at its discretion, extend the deadline for the submission of bids.
- (w) 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.
- (x) 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.
- (y) 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.
- (z) No document as required and mentioned in the Bid shall be submitted in the Technical bid / Financial bid documents unless otherwise specifically

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120

mentioned therein. All required documents shall be uploaded with serial number and page mark.

- (aa) The TIA reserves the right to modify any term in the bid document at the time of execution of contract, if felt necessary.
- (bb) The bid validity period is 90 days from the date of opening of the Financial bid. Accordingly the bidder shall submit the Bid.
- (cc) 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.

(dd) 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, Kendrapara. The Collector cum Chairman SS shall nominate an Arbitrator, whenever required or when a request is made by the successful bidder/s, after the failure of conciliation, to nominate an Arbitrator. The arbitration proceeding shall be as per the provisions of the Arbitration and Conciliation Act 1996 of India.

(ee) 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 Kendrapara.

19 +

157
TECH-1

COVERING LETTER

(ON BIDDER/S'S LETTER HEAD)

[Location, Date]

To:
The District Project Coordinator
SS, Kendrapara.

Subject: Printing & supply of Question-cum-Answer sheets, answer Key & Oral Questions for SA-II 2024-25 of Class-I to VIII.

Madam/Sir,

I/We, the undersigned, request you to participate in the selection process towards Printing & supply of Question cum Answer sheets, answer Key & Oral Questions for SA-II 2024-25 of Class-I to VIII in accordance with your Tender Call Notice No _____ dated _____. I/We are hereby submitting our proposal, which includes Technical Bid and Financial Bid separately.

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

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

I/We remain,

Yours faithfully,

Place:

BIDDER/S'S OFFICIAL SIGNATORY

Date:

Name & Designation with Rubber Stamp

67

Bidder/s's Organisation (General Details)

Sl No.	Description	Full Details
1	Name of the Bidder/s	
2	Address for Communication Tel : Fax: Email id :	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder/s: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid processing fee Details Amount :Rs.2000/-	
7	EMD details	
8	GSTIN under Odisha GST (OGST) Act	
9	PAN	
10	Confirm to carry out assignments as per the scope of work of the Bid Document	YES
11	Confirm to accept all the terms and conditions as specified in the Bid Document	YES

Place:

BIDDER/S'S OFFICIAL SIGNATORY

Date:

Name & Designation with Rubber Stamp

Handwritten signature

Check list of documents & Items to be enclosed with Technical Bid- should fill properly (if not fill up it will be rejected)

Sl. No	Nature and Type of Document/Items	Whether enclosed (with page reference)	
		Yes / No	Page no.
1	Valid Aadhar Udyog Registration for printing works.		
2	Proof of Office as well as printing setup in the State of Odisha		
3	Valid PAN		
4	Valid GST Registration Certificate under Odisha GST (OGST) Act & upto date GST return certificate.		
5	Filed Income Tax Return for the Financial Year 2021-22,2022-23 & 2023-24 i.e Assessment Year 2022-23, 2023-24 & 2024-25.		
6	Turn over Certificate Copy with UDIN must attached with the bid for the FY-2021-22,2022-23 & 2023-24- which will be verified online		
6	DD/Banker's cheque amounting to Rs.2000/- as bid processing fee		
7	EMD in shape of Demand Draft / Banker's cheque		
8	Duly filled in signed & sealed Tech-1,Tech-2,Tech-3 & Tech-4 formats.		
9	Sample papers duly signed & sealed mentioning the GSM as well as name of the manufacturer.		
10	Duly filled in FIN-1 & FIN-2 Form and Format-A		

Place:
Date:

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

(In Bidder's letter Head)

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[Location, Date]

To:
The District Project Co-ordinator
SS, Kendrapara.

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 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 03 years."
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

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COVERING LETTER

(In Bidder's Letter Head)

[Location, Date]

To

The District Project Co-ordinator,
SS, Kendrapara.

Subject: Printing & supply of Question cum Answer sheets, answer Key & Oral Questions for SA-II 2024-25 of Class-I to VIII. – FINANCIAL PROPOSAL

Madam/Sir

I, the undersigned, offer to print & supply of Question cum Answer sheets, answer Key & Oral Questions for SA-II 2024-25 of Class-I to VIII 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 cost of paper, printing, scanning & planning, DTP, designing, all pre-press expenses, composing, editing, binding, Subject-wise /Class-wise / School-wise / CRC-wise / Block-wise packing, all other charges/levies/duties, transportation cost & delivery of the complete material at block point. I do hereby undertake that, in the event of acceptance of our bid, the supply shall be made in respect to the terms and conditions as stipulated in the BID document.

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

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

I remain,

Yours faithfully,

Authorized Signatory [In full and initials]

Name and Designation of Signatory with Date and Seal:

Address of the Bidder :

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

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(In Bidder's Letter Head)

Particulars	Rate Quoted per A4 size sheet (in Rs.)	Approximate Total Number of a4 size sheets to be printed & supplied	Total (in Rs.)
1	2	3	4= 2X3
Single side printing		656044	
Double side printing		3033779	

The rate per A4 size sheet is inclusive of cost of paper, printing, scanning & planning, DTP, designing, all pre-press expenses, composing, editing, binding, Subject-wise /Class-wise / School- wise / CRC- wise / Block- wise packing, all other charges/levies/duties, transportation cost &delivery of the complete material at block point. **Only GST as applicable shall be claimed extra.**

NB: The rate per A4 size sheet may be quoted up to two decimal points.

Place:

BIDDER'S OFFICIAL SIGNATORY

Date:

Name & Designation with Rubber Stamp/

Official Seal of the Firm.

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PERFORMANCE BANK GUARANTEE FORMAT

To,
The District project Coordinator,
SS ,Kendrapara.

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 2024-25 for Class-I to Class-VIII (herein after called "the contract").

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

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

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

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

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

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

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

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

Name and designation of the officer

.....
Seal, name & address of the Bank & Branch

*Preferably at district head quarter.

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