

**Tender  
For  
Conversion of off-grid solar system to on-grid installed  
at workshop building, AIIMS-Jodhpur**

NIT No.	AIIMS-JDH/ EE/ELECT/2020-21/01
Issue Date	16 <sup>th</sup> July, 2020
Pre-bid meeting	23 <sup>th</sup> July, 2020 on 03:00 PM at Conference room, Medical College, AIIMS- Jodhpur
Last Date of Submission of tender	30 <sup>th</sup> July, 2020 upto 03:00 PM
Last Date of Submission of original EMD	30 <sup>th</sup> July, 2020 upto 03:00 PM
Date of opening of tender	31 <sup>th</sup> July, 2020



**All India Institute of Medical Sciences, Jodhpur**

Basni Phase - II, Jodhpur – 342005, Rajasthan

Telefax: 0291- 2740741, email: [saxenap@aiimsjodhpur.edu.in](mailto:saxenap@aiimsjodhpur.edu.in)

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**Executive Engineer (E)**  
**AIIMS, Jodhpur**

## NOTICE INVITING TENDER

01	Name of work	Tender for conversion of off-grid solar system to on-grid installed at workshop building, AIIMS-Jodhpur .
02	Tender No.	AIIMS-JDH/ EE/ELECT/2020-21/01
03	Work period	Thirty (30) days
04	Estimated Cost	Rs.3,39,661/-
05	Earnest money deposit	Rs. 6,793/-
06	Performance Security	05% of contract value
07	Security deposit	05% of contract value
08	Tender documents	Download from following websites- <a href="http://www.aiimsjodhpur.ac.in">www.aiimsjodhpur.ac.in</a> <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>
09	Pre-bid meeting	23 <sup>th</sup> July, 2020 on 03:00 PM at Conference room, Medical College, AIIMS- Jodhpur.
10	Last date and time of online submission of tender	30-07-2020 upto 03:00 PM
11	Last date, time and place of submission of hard copy of EMD	30-07-2020 upto 03:00 PM at Engineering Department, 2nd Floor, Medical College, AIIMS Jodhpur.
12	Date and time of online technical bid opening	31-07-2020.

❖ **Please read carefully the notes given with the Tender Notice.**

**Executive Engineer (E)  
AIIMS, Jodhpur**

## **Tender for conversion of off-grid solar system to on-grid installed at workshop building, AIIMS-Jodhpur.**

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare Institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites online bids in Item rate tender for Conversion of off-grid solar system to on-grid installed on terrace of workshop building at AIIMS-Jodhpur as per terms & conditions mentioned below.

1. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
2. The complete bidding process is online. Bidders should be possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.
3. Bidder/Service Provider are advised to follow the instructions provided in the 'Instructions to the service providers/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'.
4. Bid documents may be scanned with 100 dpi with black and white **option** which helps in reducing size of the scanned document. **EMD Payment:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 6,793/- (Rupees Six Thousand Seven Hundred Ninety Three Only)** by way of demand drafts or Bank Guarantee (valid upto 180 days from submission) only payable at Jodhpur. The Demand Drafts or Bank Guarantee shall be drawn in favour of "**All India Institute of Medical Sciences, Jodhpur**". The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidders, it would be returned after award of the contract. **The Demand Drafts or Bank Guarantee for EMD must deliver to AIIMS, Jodhpur on or before the last date of submission of bid.**
  - a) Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the Bidder fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
  - b) The Firm who are registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD only (Copy of registration must be provide along with technical bid). No other relaxation shall be allowed.
  - c) The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.
5. **The Hard Copy of original instruments in respect of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before the last date of submission of bid. The bid submitted without EMD will be summarily rejected.**
6. **Submission of Tender:**

The tender should be submitted through CPP portal online only on or before the last date of tender. Any tender received off-line cannot be entertained in any respect.

✓ *The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.*

### **Technical Bid:**

The following documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- a) **The Technical Bid should be accompanied by Demand Draft of an amount of Rs. 6,793/- (Rupees Six Thousand Seven Hundred Ninety Three Only). The Demand Draft of EMD should be prepare separately and drawn in favor of All India Institute of Medical Sciences, Jodhpur** (valid upto 180 days from the last date of submission of bid) payable at Jodhpur or certificate of EMD exemption as per above.
- b) Copy of constitution or legal status of the Bidder Manufacturer / Sole proprietorship/ Firm /Agency etc.
- c) Copy of authorized dealership certificate for item no. 1 of Technical Specifications (Annexure-I) & BOQ (attached separately).
- d) Copy of Income Tax Return Acknowledgement for last Three years.
- e) Copy of PAN Card.
- f) Copy of GST Registration.
- g) Certificates as per Annexure- II, III &, IV

### **II. Financial Bid**

Price bid Form [As per BOQ, Digitally signed] – Price must be quoted as per format specified; failing which tender shall be summarily rejected.

**Executive Engineer (E)**  
**AIIMS, Jodhpur**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR**

(On company / firm's letterhead)

**Item rate bid for Conversion of off-grid solar system to on-grid installed at workshop building, AIIMS-Jodhpur.**

**T E N D E R**

I/We have read and examined the notice inviting tender, all the Annexures, specifications applicable, General Conditions of Contract, Financial Bid and other documents and rules referred to in the tender document for the work.

I/We hereby tender for the execution of the work in accordance and in all respects with the specifications and instructions in writing referred to General Conditions of Contract with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for from the due date of its opening of technical bid and not to make any modification in its terms and conditions.

A sum of **Rs. 6,793/- (Rupees Six Thousand Seven Hundred Ninety Three Only)** is hereby forwarded in **Demand Draft** of a scheduled bank /**Bank Guarantee** issued by a scheduled bank as earnest money (valid upto 180 days from submission) payable at Jodhpur. A copy of earnest money in receipt Demand Draft of a scheduled bank/Bank Guarantee issued by a scheduled bank / EMD exemption certificate is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Director, AIIMS, Jodhpur or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Director, AIIMS, Jodhpur or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in all the conditions of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/ we shall be debarred for tendering in **AIIMS, Jodhpur** in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated .....

Witness:

Signature of Contractor:

Postal Address:

Address:

Occupation:

## General Conditions of Contract

- 1) The rates quoted must be valid for 90 days minimum from the date of opening of the quotation and silence of any tendered on this issue shall be treated as agreed with this condition.
- 2) Right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved by the Competent Authority.
- 3) **Award of Contract:** The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 4) **Signing of Contract:** The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) and submit performance security within seven days of the issue of the work order. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.
- 5) **Performance bank guarantee:**
  - a. As a contract security for faithful performance of the contract in accordance with all the terms and conditions specified in the tender the obligations under warranty period, the successful tenderer / contractor shall furnish a Performance bank guarantee @ 5% of order value in the form of Fixed Deposit Receipt or Bank Guarantee (as per Annexure-VI) from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Jodhpur" after receipt of supply order.
  - b. AIIMS-Jodhpur shall have the right to encash the PBG in full or part for non-compliance of any or all the terms and conditions of the tender / contract and to recover any Liquid Damages and penalties under the contract as well as against defects in the any of the warranty obligations as enumerated in the tender / contract.
  - c. In case of part encashment, the validity of the PBG shall have to be kept valid for the remaining period as per contract, for the balance amount or for a period as required by AIIMS-Jodhpur.
  - d. **Refund of Performance bank guarantee-** The PBG of the work shall be refunded after completion of work.
- 6) **Security deposit:** @5% will be deducted from the invoice of contractor and will be released after completion of warranty period of inverters.
- 7) **Authority of person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the Director, AIIMS, Jodhpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
- 8) **Right of acceptance:** The Director, AIIMS, Jodhpur reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The Director, AIIMS, Jodhpur reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained
- 9) Rates must be quoted in **Indian rupees** and as per the format specified in the BOQ (attached separately).
- 10) Rates must be quoted FOR basis (including Freight charges, Insurance, installation etc.)
- 11) Copy of authorized dealership certificate for item no. 1 of Technical Specifications (Annexure-I) & BOQ (attached separately).
- 12) Bidder shall submit TAX invoice for the work done alongwith the warranty certificates.
- 13) The quantities are approximate and are liable to change up to any extent on either side. The Engineer-in-Charge reserves right to order deviation from the quantities mentioned in the tender. The contractor shall supply the additional quantity on the rates quoted in the tender documents irrespective of

deviation limit mentioned elsewhere in the agreement. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of supply in full as mentioned in tender but which did not derive any consequence of the full supply of material mentioned in tender not having been ordered.

- 14) No overwriting or cutting is permitted in the rate. If found, the quotation shall be summarily rejected.
- 15) All T&P, Scaffoldings, Instruments/Meters required for execution of the work shall be arranged by the contractor along with all the accessories in sufficient number as required.
- 16) Becoming L1 will not be the criteria for awarding of purchase order unless the rates are reasonable & justified.
- 17) **The firm should not be black listed by any Govt. Agency/Dept.**
- 18) Tenders received by such vague and indefinite expressions such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly. Any conditional quotation shall be rejected summarily.
- 19) **Time period for completion of work** – Within 30 days from the issue of the work order.
- 20) **Liquidated Damage:** - If the supplier fails to deliver the material on or before the stipulated date, then a penalty at the rate of 0.5 % per week of the total order value shall be levied subject to maximum of 10% of the total order value.
- 21) **Payment Terms:** Payment will be made only after satisfactory completion of work and inspection done by the AIIMS Jodhpur.
- 22) **Disputes:** -In the event of any dispute or disagreement arising between the contractors and any other department of AIIMS Jodhpur with regards to the interpretation of “Terms & Conditions” of this inquiry, the same shall be referred to the Director, AIIMS Jodhpur whose decision will be final and binding upon the contractor.
- 23) AIIMS, Jodhpur reserves the right to increase or decrease quantity and / or amount of work. Decision of Quantity of material in the AIIMS, Jodhpur will be final in this regard.
- 24) AIIMS, Jodhpur reserves the right to reject any tender / bid or part or the whole of tender process without assigning any reason. Decision of the AIIMS, Jodhpur will be final in this regard.

**Executive Engineer (E)**  
**AIIMS, Jodhpur**



**Annexure – I**  
**Technical Specifications**

S. No.	Description of work	Unit	Qty.
1	Supplying, Installation, Testing & Commissioning of <b>60kW</b> , Three-phase, Dual MPP Inverter for optimum generation, Wide Input Voltage Range, Maximum 98.2% Inverter Efficiency, In-Built 25 Year Data Storage Capability, LCD display Safety Protection- Anti islanding, Ground Fault monitoring, Anti Reverse Power Controller - zero export (Optional), IEC Certification - As per MNRE and <b><u>with warrantee of atleast 5 years.</u></b> Make-Fronius /Delta /Hitachi /Havell's /K-star	each	01
2	Supplying, Installation, Testing & Commissioning of quick make and quick break 4 POLE current limiting MCCB having following current rating, short circuit breaking capacity at 440/415 V, 50 Hz; O/L & S/C settings and conforming to IS 60947-2 / IEC 60947-2 with front face and centralized adjustable, line load interchangeability, having positive isolation capability, provision for UVR, shunt trip, earth fault trip, push (test) to trip, including making connections with lugs & spreaders, etc. as required. Make: ABB/ Legrand / Siemens / L&T <b><u>100 Amp</u></b> , 25 kA, adjustable O/L & fixed S/C setting, Ics = 100 % Icu	each	01
3	Supplying, Installation, Testing & Commissioning of recessed/ surface mounting heavy duty Vertical type 16 SWG sheet steel Distribution board with provision of incomer suitable for MCCB and SP / TP MCB as outgoing, phosphatized, powder painted complete with insulated suitable rating copper bus bar, neutral link, earth link and din bar, masking sheet & conforming to IS13032 & IS8623 etc. as required. (Make as of supplied for MCCB) Single door with Provision of Incomer MCCB 100/ 125 A Rating with indicator	each	01
4	Supplying, Installation, Testing & Commissioning of DC DB (MCB and fuse)	each	01
5	Supply & Laying of 3.5cX50sqmm <b><u>AC</u></b> Aluminium armoured XLPE insulated & P.V.C. sheathed cable of 1.1 KV grade of IS: 1554 P-I / IS :7098 P – 1 in ground / on surface as per IS:1255 etc. as required of size. Make: Gloster / CCI / Finolex.	meter	50
6	Supply & Laying of 1cX4sqmm <b><u>DC</u></b> solar Copper XLPE insulated & P.V.C. sheathed cable of 1.1kV grade on surface/ ground etc. as required of size.	meter	500
7	Supplying & making end termination with brass compression gland and aluminium lugs for 3.5cX50sqmm Al. Ar. PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required. Make: Metalcraft / Cabend / Trinity Touch.	set	04
8	Supplying, Installation, Testing & Commissioning of MC4 connectors	each	100

**Executive Engineer (E)**  
**AIIMS, Jodhpur**

## Annexure – II

### Details of the Bidder / Bidder

S. No.	Details of the Bidder / Bidder	
1.	Name of Firm /Service provider / service provider	
2.	Complete Address:	
3.	Name of Proprietor/ Partner/ Managing Director / Director.	
4.	State clearly whether it is sole proprietor or partnership firm or a company or a Government Department or a Public Sector Organization	
5.	Details of Earnest Money Deposit (EMD) (Yes / No) DD No.: Dated: Drawn on Bank: Amount: (Rupees.....)	
6.	Whether each page of NIT and its annexure have been signed and stamped	
7.	Whether the firm is a registered firm Yes/No (attached copy of certificate).	
8.	Copy of GST Registration	
9.	Permanent Account No. (Copy must be provided)	
10.	Copy of Income Tax Return Acknowledgement for last Three years	
11.	Any other information, if necessary	
12.	Name and address of service centre at/ nearby Jodhpur	
13.	Official Email ID	
14.	Contact No.	

❖ **Note: All pages should be numbered & indexed.**

Date:  
Place:

Name :  
Business Address:  
Signature of Bidder:

**ANNEXURE –III**  
**TENDER ACCEPTANCE CERTIFICATE**  
**(On letter head of company /firm)**

To,  
The Director,  
All India Institute of Medical Sciences,  
Jodhpur (Raj.)

Ref.: Your NIT No.: AIIMS-JDH/EE/ELECT/2020-21/01 due on 30-07-2020

I / We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment / corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items / services for which tender has been concluded, in accordance with the delivery schedule specified in the Schedule of Requirements. We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form as mentioned in your NIT. We agree to keep our bid valid for a period of 180(one hundred eighty) days for acceptance as required in your NIT Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Agreement / Contract is executed; this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above referred advertised tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments /PSU etc. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum, if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security / Performance Security.

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in AIIMS organization in future forever. Also, if such a violation comes to the notice of the institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee.

(Scanned copy to be uploaded at the time of submission of bid alongwith the technical bid)

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure-IV**

**UNDERTAKING**

**(To be submitted on letter head of the company / firm)**

I hereby certify that the above firm has not been ever blacklisted by any Central / State Government / Public Undertaking / Institute on any account.

I also certify that firm will supply the item as per the specification given by Institute and also abide all the terms and conditions stipulated in tender.

I also certify that the information given in the bid is true and correct in all aspects and if in any case at a later date it is found that any detail/s provided are false and incorrect, any contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may imposed any action as per NIT rules.

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :

**CHECK LIST**

**FOR DOCUMENTS REQUIRED TO BE UPLOADED WITH TECHNICAL BID**

<b>S. No.</b>	<b>Documents required</b>	<b>Compliance (to be ticked as attached)</b>
1.	EMD of <b>Rs. 6,793/-</b> or E.M.D. exemption certificate, if any. (Attached)	Yes / No
2.	Copy of Income Tax Return Acknowledgement for last Three years (Attached)	Yes / No
3.	Copy of PAN Card. (Attached)	Yes / No
4.	Copy of GST Registration. (Attached)	Yes / No
5.	General Conditions of contracts (Read and Accepted)	Yes / No
6.	<b>Annexure- I</b> (technical specifications) (Read and Accepted)	Yes / No
7.	<b>Annexure - II</b> (Details of bidder/s) (Filled and Attached)	Yes / No
8.	<b>Annexure- III</b> (Tender acceptance certificate) (Read, Accepted and Attached)	Yes / No
9.	<b>Annexure- IV.</b> (Undertaking) (Read, Accepted and Attached)	Yes / No

Signature of Bidder(S) with Seal

**ANNEXURE -V**

**PROFORMA FOR EARNEST MONEY (BANK GUARANTEE)**

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated ..... (Date) for the construction of ..... (name of work) (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that we ..... (Name of bank) having our registered office at ..... (hereinafter called "the Bank") are bound unto ..... (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. .... (Rs. in words .....) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... day of .....20.... THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in Charge:
  - (a) Fails or Refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
  - (b) Fails or Refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date\* ..... after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL (SIGNATURE, NAME AND ADDRESS)

\*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

**ANNEXURE -VI**  
**FORM OF PERFORMANCE SECURITY (GUARANTEE)**

1. In consideration of the Director, AIIMS, Jodhpur (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said Agreement}") having agreed to production of a irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a Security/Guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We \_\_\_\_\_ (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by Government .

2. We \_\_\_\_\_ do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

3. We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.

5. We \_\_\_\_\_ further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in- charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) accordingly discharges this guarantee.

6. We \_\_\_\_\_ further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).

8. We \_\_\_\_\_ lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing

9. This guarantee shall be valid upto \_\_\_\_\_ unless extended on demand by Government

Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs \_\_\_\_\_

(Rs. \_\_\_\_\_ only)

and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.

Dated the day of \_\_\_\_\_

For \_\_\_\_\_

(Indicate the Name of Bank)