

Tender

For

Mayo's Trolley

At

All India Institute of Medical Sciences, Jodhpur

NIT No. : Admn/Tender/33/2016-AIIMS.JDH  
NIT Issue Date : 23<sup>rd</sup> June, 2016  
Pre Bid Meeting : 04<sup>th</sup> July, 2016 at 05:10 PM  
Last Date of Submission : 22<sup>nd</sup> July, 2016 at 03:00 PM



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

Basni Phase - II, Jodhpur – 342005, Rajasthan

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All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed tenders for Mayo's Trolley at AIIMS Jodhpur. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

**Chapter I- Instruction to bidders.**

S. No.	Item Description	Qty	EMD
1	Mayo's Trolley	20	Rs. 4,400

(Refer Details as per Chapter – "V")

Quotation should be sealed and superscripted with tender number and address to:

**“Administrative Officer  
All India Institute of Medical Sciences, Jodhpur  
Basni, Phase-II  
Jodhpur-342005, Rajasthan”.**

The sealed quotations should reach the Institute, latest by 22<sup>nd</sup> July 2016 at 03:00 PM and it will be opened on same day at 04:30 PM in the Conference Hall, Medical College, AIIMS, Jodhpur in the presence of the bidder(s) or their authorized representative(s), who will be present at the scheduled date and time.

**Term & Conditions**

1. **Preparation and Submission of Tender:** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers "**Technical Bid for Mayo's Trolley**" and "**Financial Bid for Mayo's Trolley**". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as "**Tender for Mayo's Trolley**".
2. **Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount as per Chapter-I by way of demand drafts only. The demand drafts shall be drawn in favour of "**All India Institute of Medical Sciences, Jodhpur**". The demand drafts for earnest money deposit must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.
  - a) Request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the respect of any previous work will not be entertained.
  - b) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer 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.

- c) The tender without Earnest Money and tender fee will be summarily rejected. The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid).
- d) The EMD, in case of unsuccessful Bidders shall be retained by the AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by the AIIMS, Jodhpur on the EMD.
3. **Tender Fee:** Tender fee will be Non-refundable amount of Rs. 1,000/- (Rupees One Thousand only) by way of demand drafts only. The demand drafts shall be drawn in favour of "**All India Institute of Medical Sciences, Jodhpur**".
4. **"PRE –BID Meeting" with the intending bidders shall be held on 04<sup>th</sup> July, 2016 at 05:10 P.M. at AIIMS, Jodhpur.**
5. **Rate :** Rate should be quoted in Indian Rupees (INR) on DOOR Delivery Basis at AIIMS, Jodhpur, Rajasthan, inclusive of all the Charges, with break-ups as:
- Basic Cost.
  - VAT/CST.
  - Total Cost (F.O.R. at AIIMS, Jodhpur).
6. **Opening of Tender:**  
The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of the tender. The representative present at the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification
7. **Validity of the bids:**  
The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.
8. **Right of acceptance:**  
AIIMS, Jodhpur reserve the right to accept or reject any or all tenders /quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender.  
Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

**9. Communication of Acceptance / Right of Acceptance :**

AIIMS, Jodhpur, reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

**10. Signing the 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. 100/ (Rs. One Hundred Only) along with performance security within fifteen days of issue of the Letter of notification of award. 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.

**11. Performance Security :**

As a guarantee towards due performance and compliance of the contract work, the successful bidder (contractor) will deposit an amount equal to 10% of order value and should be kept valid for a period of 60 day beyond completion of all the contractual obligation, including CMC period towards security deposit by way of demand draft/bank guarantee in favour of "All India Institute of Medical Sciences, Jodhpur" drawn on any nationalized Bank/Scheduled Bank and payable at Jodhpur within fifteen days of the issue of the Letter notification of award along with non-judicial stamp paper of Rs. 100/- (Contract agreement).

**12. Delivery & Installation :**

All the goods ordered shall be delivered and Installed at AIIMS, Jodhpur within 60 days from the date of issue of purchase order. Satisfactory installation / commissioning and handover of the furniture will be completed within two weeks from the date of receipt of the furniture at the AIIMS, Jodhpur premises.

All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the goods 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.

If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform AIIMS, Jodhpur in writing about the same and its likely duration and make a request to AIIMS, Jodhpur for extension of the delivery schedule accordingly. On receiving the supplier's communication, AIIMS, Jodhpur shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

The delivery of the items will have to be made at AIIMS, Jodhpur. No transportation/carriage charges will be provided for the same.

The rate quoted should be firm and final and written in ink or typed against each item and should be in no case be overwritten.

### **13. Inspecting ,Testing and Quality control**

- I. The AIIMS, Jodhpur or its nominal representative may inspect and test the ordered goods and the related services to confirm their conformity to the contract specification and other quality control details incorporated.
- II. The AIIMS, Jodhpur reserves the right for stage inspection during manufacturing process, pre-dispatch inspection or post-delivery inspection. The AIIMS, Jodhpur as deemed fit shall resort to all these inspection or may waive off any of the inspection.
- III. Stage Inspection: The Supplier shall offer semi-finished product without paint for stage inspection supported with invoice & test report of major raw material as per relevant specification standards.
- IV. Before resorting to Bulk Manufacture, the supplier shall offer/send the prototype/actual finished sample for approval by the AIIMS, Jodhpur. The approval of Samples shall be in respect of workmanship and finishing and shall be without prejudice to the rights of AIIMS, Jodhpur to get random testing of items during pre-dispatch inspection or form the actual lot offered. In the event of the failure of the supplier to deliver the sample by the date specified in the contract or any other date agreed by the AIIMS, Jodhpur or in the event of rejection of the sample second time, the AIIMS, Jodhpur shall be entitled to cancel the contract and purchase the stores at the risk and cost of the supplier.
- V. The AIIMS, Jodhpur shall have full and free access at any time during the execution of the contract to the supplier's work for satisfying himself that the goods are being manufactured in accordance with the specification mentioned in the Contract, and he may require the Supplier to make arrangements of inspection of the goods or any part thereof or any material at his premises or at any other place specified by the AIIMS, Jodhpur and if the Supplier has been permitted to employ the services of a sub-inspection of the goods after they have been inspected by the AIIMS, Jodhpur for the purpose aforesaid. The decision of the AIIMS, Jodhpur in this regard shall be final and binding on the Supplier. All terms and condition of the contract as they apply to the inspection shall also apply to the re-inspection.
- VI. The Supplier shall provide, without any extra charge, all material, tools, labour and assistance of every kind which the AIIMS, Jodhpur may demand of him for any test, and examination, which he shall require to be made on the Supplier's premises and the Supplier shall bear and pay all costs attendant

thereon. If the Supplier fails to comply with condition aforesaid, the AIIMS, Jodhpur shall, in his sole judgement, be entitled to remove for test and examination all or any of the goods manufactured by the Supplier to any premises other than his (Supplier's) and in all such cases the Supplier's shall bear the cost of transport/and carrying out such tests elsewhere. A certificate in writing of the AIIMS, Jodhpur, that the Supplier has failed to provide the facilities and the means for test and examination, shall be final.

- VII. The Supplier shall also provide and deliver for test, free of charge, at such place other than his premises as the AIIMS, Jodhpur may specify such material or goods as he may require for tests for which Supplier does not have the facilities or special/independent tests.
- VIII. The AIIMS, Jodhpur shall have the right to put all the goods or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the AIIMS, Jodhpur.
- IX. Goods accepted by the purchase/AIIMS, Jodhpur and/or its AIIMS, Jodhpur at initial inspection and in final inspection in terms of the contract shall in no way dilute AIIMS, Jodhpur's right to reject the same later.
- X. The AIIMS, Jodhpur reserves the right to may draw samples through random sampling method after receiving the finished goods at destination. All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications.

Further to above if on the goods being rejected by the AIIMS, Jodhpur at the destination, the Supplier fails to make satisfactory supply within the stipulated period of delivery the AIIMS, Jodhpur shall be at liberty to:-

- a) Require the Supplier to replace the rejected goods forthwith but in any event not later than a period of 30 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced goods but without being entitled to any extra payment on that or any other account.
- b) Purchase or authorize the purchase of quantity of the goods rejected or goods of a similar description when goods exactly complying with particulars are not in the opinion of the Purchase, which shall be final, readily available without notice to the supplier at his risk and cost and without affecting the Supplier's liability as regards the supply of any further instalment due under the contract, or
- c) Cancel the contract and purchase or authorised the purchase of the goods or goods of a similar description (when goods complying with particulars are not in the opening of the Purchase, which shall be final, readily available) at the risk and cost of the Supplier.

d) The AIIMS, Jodhpur shall have the power:-

- Before any goods or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- To reject any goods submitted as not being accordance with particulars.
- To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- To demand all cost incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work However if goods are accepted all cost incurred shall be born by the AIIMS, Jodhpur.

AIIMS, Jodhpur's decision as regards the rejection shall be final and binding on the Supplier.

#### **14. Guarantee / Warranty:**

- The on-site replacement warrant shall remain for a period of **36 Months** from the date of recording of acceptance of goods at site.
- During warranty period, the supplier is required to visit AIIMS, Jodhpur's site at least once in 4 months commencing from the date of delivery of the goods for preventive maintenance of the goods.
- If the supplier having been notified, fails to respond to take action to replace the defect(s) within 10 days the AIIMS, Jodhpur may proceed to take remedial action(s) as deemed fit.

#### **15. Liquidated Damages**

If the supplier fails to deliver any or all of the goods or fails to perform the service within the time frame(s) incorporated in the tender, the AIIMS, Jodhpur shall, without prejudice to other right and remedies available to the AIIMS, Jodhpur under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10 % of the quoted price. Once maximum is reached AIIMS, Jodhpur may consider termination of the tender.

#### **16. FORCE MAJEURE :**

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Jodhpur party may, at least option to terminate the contract.

**17. Insolvency etc.:**

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Jodhpur shall have the power to terminate the contract without any prior notice.

**18. Breach of Terms and Conditions:**

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur. In that event the security deposit shall also stands forfeited.

**19. Subletting of Work:**

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

**20. Right to call upon information regarding status of work:**

The AIIMS, Jodhpur will have the right to call upon information regarding status of work/ job at any point of time.

**21. Terms of payment:**

100% Payment shall be released after the successful installation of the ordered goods against the submission of the Inspection report by the committee.

**22. Arbitration:**

If any difference arises concerning this agreement, its interpretation on payment to the made thereunder, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.



**23. Legal Jurisdiction:**

The agreement shall be deemed to have been concluded in Jodhpur, Rajasthan and all obligations hereunder shall be deemed to be located at Jodhpur, Rajasthan and Court within Jodhpur, Rajasthan will have Jurisdiction to the exclusion of other courts

**24. Sample:**

Each of prospective Tenderer, who want to participate, shall be required to place its sample of furniture for sample display at AIIMS JODHPUR at the time of submission of their Bids.

**25. Incidental Services:**

- a. The supplier shall be required to perform the following services:-
- b. Installation & Commissioning, Supervision and Demonstration of the goods.
- c. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- d. Supplying required number of operation & maintenance manual for the goods.

**26. After Sales Service:**

After sales service centre should be available on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hours to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.

**27. Inspection:**

- a) AIIMS, Jodhpur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the AIIMS, Jodhpur.
- b) AIIMS, Jodhpur reserve the right to inspect, test and, where necessary, reject the Goods after the goods have arrived at the final destination and it shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Jodhpur prior to the goods shipment.
- c) The Director, AIIMS Jodhpur shall be the final authority to reject full or any part of the supply which is not conforming to the specification and other terms and conditions.
- d) No payment shall be made for rejected goods. Rejected items must be removed by the bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

**28. Documents:**

- a) All pages of the Tender should be numbered and indexed.
- b) The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the AIIMS, Jodhpur in the tender documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the AIIMS, Jodhpur in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.
- c) The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last one year.

Administrative Officer  
AIIMS, Jodhpur

**Chapter II - Specifications and allied Technical Details****Parameters and Technical Specifications for Executing the Work:**

1. All dimensions shall be read in metric unit only. Tolerance in overall dimensions **upto +5%**. No other deviations from specifications shall be allowed.
2. All the mild steel sections shall be finished in epoxy polyester powder coating in broken white colour.
3. The manufacturer should have In-house powder coating facility, and in-house test laboratory for testing of
  - I. Impact test
  - II. Bend test
  - III. Salt spray chamber test is must.
  - IV. Powder Coating - Min 8 dip tanks pre-treatment and powder epoxy coating of minimum 60 microns with phosphate layer underneath for corrosion resistance.
  - V. Phosphate coating with test certificate.
4. Min 12 mm MDF wood with laminate of 1 mm thickness wherever used and seen with normal viewing.
5. Finishing & workmanship in the furniture is of prime importance and must be of high standard.
6. All corners shall be rounded off so that there shall be no sharp corners.
7. The supplier shall ensure that all the fitting/accessories used are of high quality.
8. Rubber/Plastic shoes of good quality shall be used wherever necessary.
9. Stainless steel sheets / tubes mentioned in the specification shall be of SS. 304 grade.
10. Tenderer shall produce test certificate of the SS 304 grade at the time of inspection.
11. Castor wheels shall be as per tender specification & shall have rustproof body.
12. The material shall be packed properly in polythene and then in corrugated Boxes.

**General Eligible Criteria**

1. The participant: manufacture/companies having own manufacturing units or their authorized dealer can only participate. Proof of manufacturing is to be attached. A Representative of AIIMS, Jodhpur may also visit and inspect the manufacture set up before opening of financial bid.
2. Manufacturer should have valid European CE, ISO 9001:2008, ISO 14001:2004, and OHSAS 18001:2007 certificate. Dealers participating should enclose certificate from their parent manufacturer company.

Administrative Officer  
AIIMS, Jodhpur

**Chapter - III Contract Form****TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING.**

(Tenderer may use separate sheet wherever required)

S.No	Details of the Firm/Bidder	Page No.	
1.	Name & Address of the Tenderer/ Concern		
2.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organisation		
3.	Name and address of service centre nearby Jodhpur		
4.	Details of the Earnest Money Deposit (EMD) worth as per Chapter-I.		
5.	Details of the cost of the Tender documents worth Rs. 1000/- (Rs. One Thousand only)		
6.	Whether each page of NIT and its annexure have been signed and stamped		
7.	Whether Bidders have quoted for each and every item mentioned in Chapter IV		
8.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
9.	Permanent Account Number		
10.	TIN No. with Proof		
11.	Whether copies of authenticated balance sheet for the past three years enclosed		
12.	Any other information important in the opinion of the tenderer		

**Note:**

- **Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.**
- **In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.**

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

**Undertaking**

1. That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
2. That I/We shall supply the items of requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:


**Chapter-IV- Financial Bid****Format for Financial Bid**

(To be submitted on the letterhead of the company / firm)

<b>Sr.No</b>	<b>Name of Item</b>	<b>Quantity</b>	<b>Rate</b>	<b>Vat/Taxes</b>	<b>Amount</b>
1	Mayo's Trolley	20			

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

**TECHNICAL SPECIFICATIONS FOR MAYO'S TROLLEY**

Sr.No	General technical description:	Qty
1	<p><b><u>Mayo's Trolley</u></b></p> <ul style="list-style-type: none"> <li>• Adjustable height of SS tray from 845 mm to 1300 mm.</li> <li>• Tray size: 770 mm L x 510 mm W.</li> <li>• Trolley mounted on 50mm Dia.castors.</li> <li>• SS tubular frame mainly made of 31.7mm dia x 16G round tube.</li> <li>• Tray made from 0.9 mm thick S.S. 304 grade sheet.</li> <li>• Tray frame made from 25 x 5mm, a cantilever of 10 mm dia SS 304 grade rod and SQ. bar of 16 mm S.S. 304 Q mounted on four swivels, twin wheel non rusting castors, 50 mm wheel dia, all without brake.</li> <li>• SS parts finished with Matt Polish.</li> </ul> 	20

**\*\*Photographs are depiction not actual.**

**DRAFT****PERFORMANCE SECURITY BOND FORM**

1. In consideration of All India Institute of Medical Sciences, Jodhpur (here in after called the AIIMS, Jodhpur) having agreed to exempt (here in after called the said contractor (S) from the demand of security deposit/earnest money of Rs.....on production of Bank Guarantee for Rs..... For the due fulfilment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of we, (name of the Bank) (herein after referred to as "the Bank") at the request of Contractor's do hereby undertake to pay the AIIMS, Jodhpur an amount of not exceeding, against any loss or damage caused to or suffered or would be caused to or suffered by the AIIMS, Jodhpur reason of any breach by the said contractors of any of the terms & conditions contained in the said agreement.

2. We (Name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the AIIMS, Jodhpur stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the AIIMS, Jodhpur reason of breach by the said contractors of any of terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the AIIMS, Jodhpur in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_.

3. We undertake to pay to the AIIMS, Jodhpur any money so demanded notwithstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We(Name of the bank)\_further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the AIIMS, Jodhpur, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till AIIMS, Jodhpur certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges guarantee.

5. We (name of the bank) further agree with the AIIMS, Jodhpur that the AIIMS, Jodhpur shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & condition of said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the AIIMS, Jodhpur against the said any contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the AIIMS, Jodhpur or any indulgence by the AIIMS, Jodhpur 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.

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

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by AIIMS, Jodhpur.

Dated: \_\_\_\_\_

For

\_\_\_\_\_

(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.