

Tender For Annual Maintenance Contract of Uninterrupted Power Supply at AIIMS-Jodhpur.

N.I.T. No.	AIIMS-JDH/EE/ELECT/20223-24/08 (Third Call)
NIT Issue Date	31.07.2024
Last Date of Online Submission of Tender	07.08.2024

Tender Document may be downloaded from the following websites

www.aiimsjodhpur.ac.in
<http://eprocure.gov.in>,
tenders.gov.in



All India Institute of Medical Sciences, Jodhpur

Basni Phase – II, Jodhpur – 342005, Rajasthan

Telephone: 0291- 2740741, Ext. No. 3189/3190 email: saxenap@aiimsjodhpur.edu.in

www.aiimsjodhpur.edu.in

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Executive Engineer (E)
AIIMS, Jodhpur

NOTICE INVITING TENDER

S. No.	Particular	Remarks
1.	Name of work	Annual Maintenance Contract of Uninterrupted Power Supply Equipment (UPS) at AIIMS-Jodhpur.
2.	Tender No.	AIIMS-JDH/EE/ELECT/2023-24/08 (Third Call)
3.	Contract period	01 year (Extendable to 01 year)
4.	Estimated Cost (Rs.)	₹. 14,18,000.00
5.	Earnest Money Deposit (EMD)	₹. 28,360.00
6.	Performance Security	@5% of contract value
7.	Security Deposit	@2.5% will be withheld from each running bill.
8.	Tender documents	Download from the following websites- www.aiimsjodhpur.edu.in http://eprocure.gov.in
9.	Last date and time of online submission of tender	07.08.2024 up to 03:00 PM
10.	Date of online tender opening	07.08.2024 04:00 PM

❖ Please read carefully the notes given with the tender Notice.

Executive Engineer (E)
AIIMS, Jodhpur

Definitions:

- (i) "Client" means The Executive Director, AIIMS- Jodhpur.
- (ii) "Institute" means All India Institute of Medical Sciences, Jodhpur
- (iii) "Engineer-In-Charge" means Executive Engineer (Electrical), AIIMS- Jodhpur.
- (iv) "Contractor / service provider/bidder" means the individual or the firm providing operation and maintenance services incorporated in the contract
- (v) "e-Tender" means Tender received from a Firm / Tenderer / Bidder.
- (vi) "e-Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (vii) "Goods" means the articles, material, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to be supplied / services to the client under the contract.
- (viii) "Services / Work" means Annual Maintenance Contract of Uninterrupted Power Supply Equipment (UPS) at AIIMS-Jodhpur.
- (ix) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (x) "Contract" means the written agreement entered into between the Client and/or Contractor/ Service provider, together with all the documents mentioned therein and including all attachments, annexures, etc. therein.
- (xi) "Performance Guarantee or PG" means monetary or financial guarantee to be furnished by the successful tenderer for due Performance of the contract placed on it.
- (xii) "Security Deposit" means the amount deducted from the respective bills for works.
- (xiii) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xiv) "Inspection" means activities such as measuring, examining, testing of the product or service, and comparing the same with the specified requirement to determine conformity.
- (xv) "Day" means calendar day.

Abbreviations:

- (i) "E-I-C" means Engineer-In-Charge.
- (ii) "FADS" means Fire Alarm & Detection System
- (iii) "FFS" means Fire Fighting System
- (iv) "TE Document" means Tender Enquiry Document
- (v) "NIT" means Notice Inviting Tenders.
- (vi) "GCC" means General Conditions of Contract
- (vii) "SCC" means Special Conditions of Contract
- (viii) "SOW" means Scope of work
- (ix) "NSIC" means National Small Industries Corporation
- (x) "LSI" means Large Scale Industry
- (xi) "SSI" means Small Scale Industry
- (xii) "PBG" means Performance Bank Guarantee
- (xiii) "GST" means Goods and Services Tax
- (xiv) "FOR" means Free on Rail
- (xv)** "MOH&FW" means Ministry of Health & Family Welfare, Government of India

Instructions for the Bidder/ The service provider/ Bidders: -

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 **tender** in two bid system for Annual Maintenance Contract of Uninterrupted Power Supply Equipment (UPS) at AIIMS-Jodhpur.

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 in 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>'. Bid documents may be scanned with 100 dpi with black and white option which helps reduce the size of the scanned document.**
4. **Criteria of eligibility:**

Contractor who fulfills following requirement shall be eligible to apply. Joint ventures are not accepted:

 - a. Contractor should have valid registration with Govt. / Semi Govt. organization in the appropriate class and / or having experience in carrying out similar works.
 - b. Should have satisfactorily completed similar works as mentioned below during the last seven years ending 31st March, 2024.

Note: Completion certificate must be attached.
"Similar works means: Works containing Repairing/AMC/Supplying of Uninterrupted Power Supply equipments"

 - i. Three similar completed works each of value not less than 40% of the estimated cost put to tender
Or,
Two similar completed works each of value not less than 60% of the estimated cost put to tender
Or
One similar completed work of value not less than 80% of the estimated cost put to tender.
(Details should be mentioned in Annexure-II)
 - ii. The value of executed work shall be brought to the current costing level by enhancing the actual value of work at a simple rate @ 7% per annum calculated from the actual date of completion of work up to 31st March, 2024.
5. **Average Annual Financial Turnover:** Bidder should have Average Annual Financial Turnover of ₹. 7,09,000.00 (Rupees Seven Lakh Nine Thousand Only) during the last three consecutive financial years

ending 31st March 2024 (Scanned copy of Certificate from CA with Unique Document Identification Number (UDIN) to be uploaded).

6. **Earnest Money Deposit:** The EMD amounting to **₹. 28,360 (Rupees Twenty-Eight Thousand Three Hundred Sixty Only)** shall be deposited in favour of “All India Institute of Medical Sciences, Jodhpur”, Payable at Jodhpur, and of any Scheduled Bank the same will be allowed with validity up to 180 days.

The Firms registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / OR Small-Scale Industries (SSI) are exempted from submitting the EMD only (A copy of registration must be provided along with a technical bid). **No other relaxation shall be allowed.** 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.

* *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.*

7. Submission of Tender:

The tender shall be submitted online in two parts, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

✓ **The offers submitted by email or any other media except CPP portal shall not be considered. No correspondence will be entertained in this matter.**

8. Technical Bid

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

- Copy of completion certificate from client department/s.
- Original instrument for EMD or copy of relaxation certificate as per Clause-7 above.
- Copy of PAN Card Registration.
- Copy of GST registration certificate.
- Acceptance of Tender Condition
- Certificate as per Annexure-I to V

9. Financial Bid

Price bid Form - Price must be quoted as per format specified; failing which tender shall be summarily rejected.

Executive Engineer (E)
AIIMS, Jodhpur

ACCEPTANCE OF TENDER CONDITION

(To be submitted on Letter Head of the Company/Firm)

TENDER NOTICE NO: AIIMS-JDH/EE/ELECT/2023-24/08 (third Call)

Item Rate Bid for works: Tender for Annual Maintenance Contract of Uninterrupted Power Supply Equipment (UPS) at AIIMS-Jodhpur.

I/we have read and examined the notice inviting tender, General Conditions of Contract, Annexure – I to VI and other documents and rules referred to in the condition of contract and all other contents in the tender document for the work.

I/we hereby tender for the execution of the work specified for the Executive Director, AIIMS- Jodhpur within the time specified in the Milestone, in accordance with the General Conditions of Contract and such materials as are provided for, by, and in respects with, such conditions so far as applicable.

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

If I/We fail to commence work as specified, I/ We agree that the Executive Director, AIIMS, Jodhpur or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to reject our bid/work order and may at his own to take action as deemed fit in accordance with the norms established by Government of India. 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 the tender form. Further, I/We agree that in case of forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work and debarred for tendering in **AIIMS, Jodhpur** in the future forever. I/We hereby declare that I/We shall treat the tender documents 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

Signature of Contractor

Witness:

Postal Address

Address:

General Conditions of Contract

1. The rates shall be quoted only in the schedule of quantities i.e. BoQ separately attached with the tender and nowhere else i.e. letterheads etc. The rates quoted should be on FOR basis. Only GST shall be paid extra as applicable.
2. **Validity:** The quoted rates must be valid for a period of **180 days** from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case the tenderer withdraws, modifies, or change his offer during the validity period, bid is liable to be rejected and the bidders shall not be allowed to quote for any other tender of AIIMS- Jodhpur and the same shall also be intimated to their respective parent department from where they are registered without assigning any reason thereof. The bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender. In case the last date of sale / of receipt of tender / of opening the tender is declared as Holiday, the respective dates shall be treated as postponed to the next working day accordingly.
3. **Technical Evaluation:**
 - a) Detailed technical evaluation shall be carried out by the Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any deviation.
 - b) The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order. The Executive Director, AIIMS, Jodhpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.
4. **Financial Evaluation:**

The financial bid shall be opened of only those bidders who have been found to be technically eligible. After the evaluation of the bid(s) AIIMS- Jodhpur will award the contract to the lowest evaluated responsive bidder on **composite basis**
5. Right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved by the Competent Authority, AIIMS-Jodhpur.
6. **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.
7. **Performance bank guarantee:**
 - a. Performance guarantee of the contract in accordance with all the terms and conditions specified in the tender, 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 attached format) 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 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 any of the work as enumerated in the tender/contract.
 - c. **Refund of PBG-** Release of Performance bank guarantee of the work shall be refunded after completion of work and clearance from the Engineer-In-Charge.
8. **Security Deposit:**
Security Deposit @2.5% of billing amount shall be withholding from each running bill up to final bill and will be released only after completion of work and clearance from the Engineer-In-Charge.
9. **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 Executive Director, AIIMS, Jodhpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
10. **Right of acceptance:** The institute 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 institute 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.
11. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person/party. The tender is not transferable. Only one tender shall be submitted by one bidder.
12. **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned in tender, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event the PG shall also stands forfeited.
13. Conditional bid will be treated as unresponsive and will be rejected.
14. **Applicable Law:**
- The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.
 - The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties. Any disputes are subject to exclusive jurisdiction of competent court and forum in Jodhpur, Rajasthan, India only.
 - Force Majeure: Any delay due to Force Majeure will not be attributable to the service provider.
15. **Order for repairing/replacing of battery/s shall be placed to the contractor on an actual requirement basis during the course of the contract.**
-

16. **The contractor shall bear the to-and-fro cost of UPS for repairing and battery supply. And the work shall be done within a week of the instructions for doing so.**
17. Payment shall be made after submission of the TAX invoice by the contractor for the repairing and replacing of PCB/batteries in UPS.
18. The quantities are approximate, may increase or decrease, and are liable to change up to any extent on either side. AIIMS-Jodhpur reserves the right to order deviation from the quantities mentioned in the tender. The contractor shall do the work of the additional / reduced quantity on the rates quoted in the tender documents. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage or loss which might have derived from the servicing shall be the actual / ordered / indented quantity.
19. The contractor shall be fully responsible for any damages caused to the Govt. property or allottee's property by his or his labor in carrying out the work and shall be rectified by the contractor at his own cost.
20. **Liquidated Damage:** - If the contractor / Supplier fails to repair/ replace the UPS PCB/ batteries within 7 days of taking them away from AIIMS- Jodhpur campus, then a penalty @ 0.5 % per week of the total order value shall be levied subject to a maximum of 10% of the total order value.
21. If any damage occurs to the UPS system during repair after being taken away from AIIMS Jodhpur. contractor / Supplier bears the cost.
22. Replacement of batteries and repairing of PCB should be done by trained service technical staff.
23. **Only Genuine repair/ replacement of batteries and PCB should be done by the Supplier.**
24. In case of any discrimination, the decision of the Executive Director, AIIMS- Jodhpur shall be final and binding on the bidder/contractor.

Executive Engineer (E)
AIIMS, Jodhpur

TECHNICAL SPECIFICATIONS

S. No.	Details of items	Unit	Qty.
1.	Replacement of 12V/7AH battery compatible with APC UPS backup pro-1000 (Preferred makes: Exide, Amaron or SF)	Each	1300.00
2.	Repairing of PCB for APC UPS backup Pro-1000	Each	400.00

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AIIMS, Jodhpur

Annexure – IDetails of the Bidder / Bidder

S. No.	Details	
1.	Name of Firm /Service provider/	
2.	Complete Address:	
3.	Name of Proprietor/ Partner/ Managing Director / Director.	
4.	State clearly whether it is a sole proprietor or partnership firm or a company or a Government Department or a Public Sector Organization	
5.	Whether the firm is a registered firm Yes/No (attached copy of certificate).	
6.	Copy of GST Registration	
7.	Permanent Account No. (Copy must be provided)	
8.	Any other information, if necessary	
9.	Name and address of service center at/ nearby Jodhpur(Mandatory)	
10.	Official Email ID	
11.	Contact No.	

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

Date:
Place:

Name :
Business Address:
Signature of Bidder: Seal
of the Bidder:

Annexure – II

DETAILS OF WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH ENDING MARCH – 2024.

	Name of Work/ project	Location	Owner or sponsoring organization	Cost of work in lakh	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration pending/ in progress with details *	Remarks
1	2	3	4	5	6	7	8	9	10

* Indicate the gross amount claimed and the amount awarded by the Arbitrator.

Note: Completion Certificate from Clint to be attached mandatorily.

Date: _____ Name : _____
 Place: _____ Business Address : _____
 Signature of Bidder : _____
 Seal of the Bidder _____

Annexure-III**COMPLETION / PERFORMANCE CERTIFICATE***(To be submitted on the Letter Head of the client department issuing completion/performance certificate)*

COMPLETION / PERFORMANCE CERTIFICATE		
1.	Name of Work	
2.	Agreement no. / Work order no.	
3.	Date of issue of work order	
4.	Name of the client	
5.	Stipulated date of commencement of work as per agreement	
6.	Tendered value of work	
7.	Completion cost of work	
8.	Stipulated date of completion of work as per agreement	
9.	Actual date of completion of work	
<p>Certified that the work has been completed satisfactorily within the stipulated date of completion. There are no defects apparent and M/s. _____ has completed all the works as per agreement.</p>		

Signature of Authorized officer (with designation)**Note:**

- ❖ The above completion certificate shall be issued on the letterhead of concerning client department.

Annexure-IV**FINANCIAL INFORMATION**

Financial Analysis – Details to be furnished duly supported by figures in the balance sheet/profit & loss account duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

S. No.	Descriptions	2020-21	2021-22	2022-23
1.				
2.				
3.				

Gross Annual Turn Over.

Profit/Loss

II. Financial arrangements for carrying out the proposed work.

Signature of Bidder with Seal

Signature of Chartered Accountant with Seal

ANNEXURE- V

UNDERTAKING CERTIFICATE

(To be submitted on the letterhead 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 the firm will supply the item as per the specification given by the Institute and abide by all the terms and conditions stipulated in the 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 concerned firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may have imposed any action as per NIT rules.

Date:

Place:

Name :

Business Address :

Signature of Bidder

Seal of the Bidder:

ANNEXURE –VI
TENDER ACCEPTANCE CERTIFICATE
(To be submitted on letterhead of the company/firm)

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

Ref.: Your NIT No.: AIIMS-JDH/EE/ELECT/2023-24/08 (third Call)

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 the 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 Guarantee / Security deposit of the 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 a 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 inquiry. 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 Performance Guarantee / Security deposit or any other action taken against me/us.

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

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

Name: _____

Business _____

Address: _____

Place: _____

Date: _____

Check List for Documents Required with Technical Bid**(To be attached with the Technical Bid)**

S. No.	Information for bidder	Remarks	Refer to page no. of the submitted bid
<u>1.</u>	Notice Inviting Tender (Read & Accepted)	Yes / No	
<u>2.</u>	Acceptance of Tender Condition <i>(To be submitted on Letter Head of the Company/Firm)</i> (Filled & Accepted)	Yes / No	
<u>3.</u>	General Conditions of Contract (Read & Accepted)	Yes / No	
<u>4.</u>	Technical Specifications (Read & Accepted)	Yes / No	
<u>5.</u>	Annexure- I (Details of Bidder/s) (Filled & Attached)	Yes / No	
<u>6.</u>	Annexure- II (Details of similar works) (Filled & Attached)	<u>Yes / No</u>	
<u>7.</u>	Annexure- III (Completion / Performance Certificate) <i>(To be issued by respective client department)</i> (Filled & Attached)	Yes / No	
<u>8.</u>	Annexure- IV (Financial Information) <i>(Duly authorized by CA)</i> (Filled & Attached)	Yes / No	
<u>9.</u>	Annexure- V (Undertaking Certificate) <i>(To be submitted on Letter Head of the Company/Firm)</i> (Filled & Attached)	Yes / No	
<u>10.</u>	Annexure- VI (Tender Acceptance Certificate) <i>(To be submitted on Letter Head of the Company/Firm)</i> (Filled & Attached)	Yes / No	
<u>11.</u>	Copy of PAN Card (Attached)	Yes / No	
<u>12.</u>	Copy of GST Registration (Attached)	Yes / No	
<u>13.</u>	Check list filled (Filled & Attached)	Yes / No	

Date:

Place:

Name :

Business Address:

Signature of Bidder:

Seal of the Bidder:

FORMAT FOR PERFORMANCE SECURITY (GUARANTEE)**(TO BE FURNISHED BY CONCERN BANK)**

1. In consideration of the Executive 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 an 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 a 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 up to _____ unless extended on demand by Government Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ 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: ____ of the day _____

For _____
(Indicate the name of bank)