

**Tender  
For  
Procurement of lubricating oil for DG sets installed at  
AIIMS-Jodhpur.**

N.I.T. No.	AIIMS-JDH/EE/ELECT/2020-21/03
NIT Issue Date	08-02-2021
Last Date of Online Submission of tender	22-02-2021 upto 03:00 PM
Last Date of Submission of hard copy of EMD	22-02-2021 upto 03:00 PM

Tender Document may be downloaded from following websites

[www.aiimsjodhpur.ac.in](http://www.aiimsjodhpur.ac.in)

<http://eprocure.gov.in>

[tenders.gov.in](http://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](mailto:saxenap@aiimsjodhpur.edu.in)

[www.aiimsjodhpur.edu.in](http://www.aiimsjodhpur.edu.in)

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

**NOTICE INVITING TENDER**

<b>S. No.</b>	<b>Particular</b>	<b>Remarks</b>
01	Name of work	Tender for procurement of lubricating oil for DG sets installed at AIIMS-Jodhpur.
02	Tender No.	AIIMS-JDH/EE/ELECT/2020-21/03
03	Contract period	30 days
04	Estimated Cost (Rs.)	7,60,000/-
05	Earnest money deposit (Rs.)	15,200/-
06	Performance security	@03% of contract value
07	Tender documents	Download from following websites- <a href="http://www.aiimsjodhpur.edu.in">www.aiimsjodhpur.edu.in</a> <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>
09	Last date and time of online submission of tender	22-02-2021 upto 03:00 PM
10	Last date, time and place of submission of hard copy of EMD	22-02-2021 upto 03:00 PM, Engineering Department, 2nd Floor, Medical College, AIIMS Jodhpur.
11	Date and time of online tender opening	23-02-2021

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

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

**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 calls for tender for procurement of lubricating oil for DG sets installed 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 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.
5. **Criteria of eligibility:** Bidder should be authorized dealer / distributor of the approved make of lubricating oil. Joint ventures are not accepted:
6. Average annual financial turnover on the works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years.
7. **EMD Payment:**  
The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 15,200/- (Rupees Fifteen Thousand Two Hundred only)** by way of demand drafts or Bank Guarantee only. 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 bidder(s) 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 last date/time of Bid Submission.
  - 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 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).
  - 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.

**8. Submission of Tender:**

The tender shall be submitted online in two part, 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 Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.**

**I. Technical Bid**

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

- *Copy of authorized dealership / distributorship certificate.*
- The technical bid should be accompanied by demand draft of Rs. 15,200/- (Rupees Fifteen Thousand Two Hundred only) (Refundable) against EMD. The Demand Draft of EMD should be prepare separately and drawn in favour of **All India Institute of Medical Sciences, Jodhpur.**
- Copy of Income Tax Return Acknowledgement for last three consecutive financial years.
- Copy of PAN Card Registration.
- Copy of GST registration certificate.
- Certificate as per Annexure-II, III, IV & V

**II. 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**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR****TENDER NOTICE NO: AIIMS-JDH/EE/ELECT/2020-21/03***Tender for procurement of lubricating oil for DG sets installed at AIIMS-Jodhpur.***T E N D E R**

I/We have read and examined the Notice Inviting Tender, General Conditions of Contract, All annexures and BOQ.

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 **Rs. 15,200/- (Rupees Fifteen Thousand Two Hundred only)** is hereby forwarded in **Demand Draft** of a scheduled bank/**Bank Guarantee** issued by a scheduled bank as earnest money. A copy of earnest money in receipt Demand Draft of a scheduled bank/Bank Guarantee issued by a scheduled bank 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. **Rate:** Rates to be quoted as per Financial Bid considering costs of material, taxes and delivery at site / FOR etc.
2. **Validity:** The quoted rates and EMD must be valid for a period for **90 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 earnest money deposit shall be forfeited 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 Holidays, 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 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 Director, AIIMS, Jodhpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.
4. **Financial Evaluation:**
  - a. The financial bid shall be opened of only those bidders who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The institute shall inform the date, place and time for opening of financial bid.
  - b. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
  - c. After due evaluation of the bid(s) AIIMS, Jodhpur will award the contract to the lowest evaluated responsive tenderer. Conditional bid will be treated as unresponsive and will be rejected.
5. Right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved by the Competent Authority.
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. 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 @ 3% 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 PBG-** Release of **Performance bank guarantee** of the work shall not be refunded till the contractor produces a clearance / completion certificate 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 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 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
- 11. 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 Purchaser.
  - (b) AIIMS, Jodhpur right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination 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 confirming to the specification and other terms and conditions.
- 12.** Information and instruction for Service provider for tendering forming part of NIT and to be posted on website.
- 13.** Right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved by the Competent Authority.
- 14.** Rate should be quoted in Indian Rupees (INR) on DOOR Basis Delivery at AIIMS, Jodhpur inclusive of all charges. Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate. The service provider shall take into account all the costs involved in compliance of all the special conditions and as stated above while quoting his rates in his tender for this work.
- 15. Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person/party or will first obtain permission in writing from the Competent Authority 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 bidder.
- 16. 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 EMD shall also stands forfeited.
- 17.** The taxes or any other charge if payable extra should be clearly mentioned otherwise no extra charge will be paid.
- 18.** The items will have to be supplied at Institute site. No transportation/ cartage charges will be provided for the same.
- 19.** After the evaluation of the bid(s) AIIMS, Jodhpur will award the contract to the lowest evaluated responsive bidder on composite basis. Conditional bid will be treated as unresponsive and will be rejected

**20. 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 contractor shall follow all the government labour laws, minimum wages, labour safety, labour insurance etc. A
- Any disputes are subject to exclusive jurisdiction of competent court and forum in Jodhpur, Rajasthan, India only.
- 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.
- Force Majeure: Any delay due to Force Majeure will not be attributable to the service provider.

21. Bidder shall submit TAX invoice for the material to be supplied along with lot number mentioned on it.

22. Conditional tenders are liable to be summarily rejected.

23. The rates shall be quoted only in the schedule of quantities attached with the tender and nowhere else i.e. letter heads etc.

24. 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 derive 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.

25. Any information / document required for verification shall be provided by the bidder.

26. Contractor shall be fully responsible for any damages caused to govt. property or allottee's property by his or his labour in carrying out the work and shall be rectified by the contractor at his own cost.

27. **Breach of Terms and Conditions:** Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or In Case of breach of any terms and conditions as mentioned above, 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 EMD shall also stands forfeited.

28. Rejected materials shall have to be removed by the contractor at his own cost within a week of the instructions of doing so. Also go down rent as decided by Engineer-in-Charge shall be charged by the department.

29. **Liquidated Damage:** - If the supplier fails to deliver the material on or before the stipulated date, then a penalty @ 0.5 % per week of the total order value shall be levied subject to maximum of 10% of the total order value.

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

**Annexure – I****TECHNICAL SPECIFICATIONS**

<b>S. No.</b>	<b>Details of items</b>	<b>Approved make</b>	<b>Unit</b>	<b>Qty.</b>
1	Premium blue SAE 15W40 grade lubricating oil with API CH-4 for Cummins make Diesel Engines/ Diesel Generator set of capacity 2000kVA and 1010kVA	Valvoline	Liters	2100

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

**Annexure – II****Details of the Bidder / Bidder**

<b>S. No.</b>	<b>Details</b>	
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 copy of authorized dealership / distributorship attached	
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: Seal of  
the Bidder:

**ANNEXURE- III****FINANCIAL INFORMATION**

**Financial Analysis** - Details to be furnished duly supported by figures in 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).

## i. Gross Annual Turn Over

<b>Descriptions</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
Gross Annual Turn Over			
Average turn-over of three years			

Signature of Bidder(S) with Seal

Signature of Chartered Accountant with Seal

**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:

Place:

Name :

Business Address :

Signature of Bidder :

Seal of the Bidder :

**ANNEXURE –V**  
**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/2020-21/03 due on 22-02-2021.

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:

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

<b>S. No.</b>	<b>Detail provided</b>	<b>Compliance (to be ticked as attached)</b>	<b>Page no. of bid</b>
1.	Criteria of eligibility <b>(Read &amp; accepted)</b>	Yes / No	
2.	Copy of authorized dealership certificate <b>(Attached)</b>	Yes / No	
3.	Copy of Income Tax Return Acknowledgement for last Three years <b>(Attached)</b>	Yes / No	
4.	Copy of PAN Card Registration <b>(Attached)</b> .	Yes / No	
5.	Copy of GST registration certificate <b>(Attached)</b> .	Yes / No	
6.	Acceptance of tender <b>(Attached)</b>	Yes / No	
7.	General Conditions of Contract <b>(Read &amp; accepted)</b>	Yes / No	
8.	Annexure – I (Technical Specifications) <b>(Read, accepted &amp; attached)</b>	Yes / No	
9.	Annexure – II (Details of the Bidder / Bidder) <b>(Filed &amp; Attached)</b>	Yes / No	
10.	Annexure – III (Financial Information) <b>(Filed &amp; Attached)</b>	Yes / No	
11.	Annexure – IV (Undertaking) <b>(Filed &amp; Attached)</b>	Yes / No	
12.	Annexure – V (Tender Acceptance Certificate) <b>(Filed &amp; Attached)</b>	Yes / No	
13.	Check List <b>(Filed &amp; Attached)</b>	Yes / No	

Date:

Place:

Name :

Business Address:

Signature of Bidder: Seal of  
the Bidder:

**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 \_\_\_\_\_

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)*

**Annexure- VII**

**PROFORMA FORM 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.