

**Notice Inviting Tender**  
**For**  
**“HIRING OF VEHICLE FOR AIIMS RAIPUR ON**  
**ANNUAL RATE CONTRACT BASIS”**

Sr. No.	DME Stage	Particular
1.	NIT No.	Store/Tender/Vehicle/2/2015/AIIMS RPR
2.	NIT issue date	10/06/2015
3.	Pre Bid Meeting	22/06/2015 at 03:00 PM Committee Hall, 1 <sup>st</sup> Floor, Gate No. 5, G.E. Road, Tatibandh, Raipur 492099
4.	Last Date of Submission	03/07/2015
5.	Date & Time of opening of Tender	03/07/2015 at 03:30 PM
6.	Tender Cost	₹ 5700/- (Tender Cost ₹ 5,000 + VAT @14% ₹ 700 = ₹ 5,700)
7.	EMD	₹ 1,13,000/- (Rs. One Lakh Thirteen Thousands only)
8.	Venue	Store Officer, AIIMS RAIPUR, Gate no. 5, G.E. Road, Tatibandh, Raipur 492099



आरोग्यम् सुखं सम्पदा

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

G.E. Road, Tatibandh, Raipur 492099, Chhattisgarh

Tele: 0771- 2971307, email: store@aiimsraipur.edu.in

Website: [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in) & [www.tenders.gov.in](http://www.tenders.gov.in)

**TENDER NOTICE FOR HIRING OF VEHICLE FOR AIIMS, RAIPUR ON  
ANNUAL RATE CONTRACT BASIS.**

1. Tenders in sealed cover are invited under **two-bid** system on behalf of the Director, All India Institute of Medical Sciences, Raipur from reputed, experienced and financially sound Agencies for providing vehicles to All India Institute of Medical Sciences, Raipur.
2. AIIMS, Raipur proposes to hire Taxies (Innova or equivalent (2), Swift Dezire/ Tata Indigo or equivalent (2), Bus-50 Seater (2) & Tata Indica Vista or equivalent (1) on monthly basis for official use of AIIMS Raipur on annual rate contract basis.
3. The above Vehicles are to be hired on following basis:
  1. **Monthly basis with two components to be paid separately.**
    - (a) Monthly fixed rent
  2. **Daily basis:**
    - (a) Fixed daily rent
  3. **For Short period basis:**
    - (a) 60 km. 4 hour (on lump sum basis)
    - (b) 100 km. 8 hour (on lump sum basis)
  4. **Kilometre basis:**
    - (a) Per kilometre basis for outside state journey.
5. Interested bidders are required to submit the technical & financial bid separately in two covers These bids in separate sealed covers superscribed Technical Bid & Financial Bid respectively should be placed in a third sealed cover super scribed "**Tender for Hiring Motor Vehicles for AIIMS, Raipur**" and should reach at the office of the Store Officer, AIIMS, Raipur- before **15:00 Hrs on or before 03/07/2015**. Technical Bids shall be opened on the same day at 15:30 Hrs at AIIMS, Raipur. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working date at the appointed time.
6. The tender documents containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from the website [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in) and [tenders.gov.in](http://tenders.gov.in). **The bid security (EMD) of ₹ 1,13,000/- (Rs. One Lakh Thirteen Thousands only) should be paid by Pay Order/DD/BG/FD in favour of AIIMS, Raipur payable at Raipur** in the cover 'Technical bid'. Those who download the tender document from the website should also enclose an additional Demand Draft/ Pay Order of **₹ 5,700/- (Tender Cost ₹ 5,000 + VAT @14% ₹ 700/- (non-refundable))** in favour of **AIIMS, Raipur** payable at Raipur, along with their bid in the cover 'Technical Bid' schedule to the invitation of Tender.

Any future clarification(s) and / or corrigendum (s) shall be communicated by the Store Officer through the website mentioned above.

Store Officer,  
AIIMS Raipur

**Technical Bid**

Passport size  
photograph of  
the Bidder/  
Authorized  
Signatory  
holding power  
of Attorney

1.	Name & address of the Bidder/ firm with phone number, email and name & telephone / Mobile number of contact person. <b>(In case of Proprietary/ Partnership firms, the bid has to be signed by Proprietor/ all Partners, as the case may be)</b>				
2.	Experience(In the Following Format) Please also attach the certificates at least <b>₹ 13,00,000/-</b> amount in the last three years.				
S. No.	Name & Organization with complete address & telephone no. to whom service provided	From - to	Total contract period (in year/ month) and total contact amount (in ₹)	Reasons for termination	Remarks
3.	Set up of your agency, clearly indicating details of managerial & supervisory staff with phone numbers.				
4.	Registration & incorporation particulars :- If Proprietorship, partnership, Private Limited, Public Limited. (Please attach attested copies of documents of registration/ incorporation/ Memorandum of Association of your firm as required by business law )				
5.	Valid and authenticated certificate from Department of Tourism, Govt. of India/ State, PSU / Any other reputed public Institution/ Body/ Govt. Agency showing satisfactory performance of the firm. (Please attach attested copy)				
7.	Infrastructure capabilities :-				
A)	Particulars of the vehicle viz. type , make , model and registration number etc.				
(B)	whether valid pollution control certificates have been obtain (proof to be attached)				
7.	Undertaking of the agency confirming the availability of adequate vehicle required for deployment at AIIMS Raipur				

8.	PAN No. (please attach copy)	
9.	Service Tax Registration (Please attach reg. copy)	
10.	Attested copy of the last Three years of income tax return	
11.	Average annual turnover of the bidder in the last three financial years should not be less than <b>₹ 18,00,000/-</b> (duly certified by a Chartered Accountant). Please submitted Copies of authenticated balance sheet for the past three financial years	
12.	Power of Attorney/Authorization for signing the bid document (Bidder will submit the Attested copy of the PAN Card/Election Commission I-Card/Passport of the proprietor & authorized signatory in case of Proprietor is not signing the tender document).	
13.	Acceptance of terms & conditions attached (Yes/No). Whether each page of NIT and its annexure have been signed and stamped	
14.	Please submit a notarised affidavit on Indian Non judicial stamp paper of <b>₹ 10/-</b> that no case is pending with the police against the Proprietor / firm / partner or the Company (Agency). Indicate any convictions in the past against the Company/ firm/partner. Please also declare that proprietor/firm has never been black listed by any organization.	
15.	Details of the FDR/DD/BG of bid security (EMD) <b>₹ 1,13,000/-</b>	FDR/DD/BG No: Date: Payable at:
16.	Detail of cost of Tender for <b>₹ 5,700/-</b> (downloaded from website)	DD/Pay Order No. Date: Payable at-

**Declaration by the tenderer**

I / we hereby declare that I / we before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself / ourselves to abide by them.

I / we further declare that the information / documents furnished above are true and correct and I / we undertake that any discrepancy (ies) found on later occasion, will liable me /us for any action as deemed fit by the AIIMS, Raipur.

Place:

Date:

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(Signature of Bidder/Authorized signatory with Seal)

## **TERMS & CONDITIONS**

### **A. General instruction:**

1. Duration of contract will be one year from the date of award of contract with an option of extension for a further period as desired by AIIMS Raipur at the same rate as well as same terms and conditions.
2. At any time, prior to the date of submission of bid, AIIMS, Raipur may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments. The amendments shall be uploaded at AIIMS Raipur's website and these amendments will be binding to all prospective bidders.
3. Any bid received after the dead line for submission of bids shall liable to be summarily rejected and returned to the bidder.
4. AIIMS, Raipur shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.
5. Financial bids shall be opened for those bidders whose technical bids are found to be in order vis-à-vis the eligibility factors in terms of technical & commercial criterion. AIIMS, Raipur shall evaluate the financial bids in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges except Service Tax (**if Applicable**) as indicated in the price schedule in Financial bid of the bid document.

### **B. Eligibility criteria**

1. Bidder should be recognized from the Department of Tourism, Govt. of India / State Govt. / Any other reputed public Institution/ Body or from a large organization of repute from Private Sector.
2. The bidder should own or have on lease sufficient vehicles of model not older than year 2013-14 vehicles registered as commercial vehicles in their names or firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the qualifying bid documents.
3. If vehicle is not commercially registered, approved contractor, shall get the vehicle commercially registered within 30 days from the signing of agreement and submit the proof to AIIMS, Raipur so that award of work may be done. An undertaking in this regard is mandatory by the bidder.
4. The bidder shall also submit full details of the vehicles along with copy of the RC Book that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than 2013-14.

5. The bidder should have experience of minimum period of 2 years for similar type of contract of supplying commercial vehicles /cars to Govt. organization or any large organization of repute.
6. The bidder shall not act as a broker for any other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet. The bidder will also ensure that they will not supply the vehicles to AIIMS, Raipur which are either owned by employees of AIIMS, Raipur or their near relatives.
7. That the vehicles provided to AIIMS Raipur fulfill the norms prescribed by the Transport Department of Government of Chhattisgarh for hired vehicles.

**C. Information and Conditions relating to Submission of Bids:**

1. The bid shall remain valid for 180 days after the date of opening of bids.
2. The bidder is requested to examine all instructions, forms, terms and specifications in the Bid documents. Failure to furnish all the information required as per Bid documents or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the Bid.
3. Bidder will necessarily sign & seal each page of the tender document including terms & conditions as token of acceptance of the bid failing which his bid will be rejected summarily. All pages including enclosures submitted by bidder is required to be duly numbered and any over writing/ erasures in the bid made by the bidder shall be signed by the person signing the bid.
4. The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the Bid is opened.
5. Financial bid consists of Rate schedule. The bidder shall quote as per price schedule given in financial bid for all types of vehicles required for. The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
6. The bid security of unsuccessful bidder will be discharged/ returned as early as possible as but not later than 60 days after the expiry of period of bid validity. The successful bidder's security will be discharged upon the bidder on acceptance of the award of contract satisfactorily and furnishing the performance security.
7. AIIMS, Raipur shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 21 days of issue of letter of intent, give his acceptance along with Performance Security.

8. The Bid Security may be forfeited if (a) the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form; and, (b) the successful bidder fails (i) to sign contract (ii) to furnish performance security within stipulated time.
9. Failure of the successful bidder to comply with any of the terms & conditions shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security. In such eventuality, AIIMS, Raipur reserves the discretion either to make the award to any other bidders or call for new bids. The decision of AIIMS, Raipur in this regard will be final & binding
10. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Deputy Director (Administration), AIIMS, Raipur, or any authority as appointed by the Director, AIIMS, Raipur. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
11. Vehicle should be registered in Chhattisgarh.

#### **D. Scope of work**

1. Provision of commercial vehicles with licensed drivers, registered Commercial vehicles on Hiring basis for running for AIIMS, Raipur in Headquarters (Raipur) or outside the headquarters.
2. Estimated initial requirement of the commercial vehicle will be as under:-

<b>S. No.</b>	<b>Description</b>	<b>No. of Vehicles</b>
<b>1.</b>	<b>Innova or equivalent model of make no earlier than of 2013-14</b>	<b>2</b>
<b>3.</b>	<b>Swift Dezire/ Tata Indigo or equivalent model of make no earlier than of 2013-14</b>	<b>2</b>
<b>4.</b>	<b>50-seater Bus model of make no earlier than of 2013-14</b>	<b>2</b>
<b>5.</b>	<b>Tata Indica or equivalent model of make no earlier than of 2013-14</b>	<b>1</b>

It is clearly noted that AIIMS, Raipur shall place the above / any of the above order only as per the actual requirement from time to time. AIIMS, Raipur reserves the right to increase or decrease the required quantity of services without any change in hiring charges of the offered quantity or other terms and conditions at the time of award of contract or at any time during the currency of the contract.

3. Duty hours will be ten hours per day on all days of the month except Central Govt. Gazetted Holidays. Duty hours will normally commence from 0900 Hrs to 1900 Hrs, but shall be reckoned from the time of reporting to time of leaving the office

4. Notice period for regular requirements will be one day in advance and telephonic intimation shall be considered as notice. Normally, reporting place will be at the **AIIMS Medical Collage**, Gate No. 5, Tatibandh, Raipur. However, actual place of reporting shall be specified by the users of vehicles.
5. Counting of distance will be from garage to garage but chargeable distance in this respect shall not be more than 5 kms in one round (Reporting to leaving).
6. The meter reading should tally the actual distance of run at any instant and the Store Officer; AIIMS Raipur shall have full powers to check up the meter for its correctness and to take action accordingly. Each driver must maintain a log book. A daily record indicating time and mileage for each vehicle shall be maintained in a Log-Book of vehicle, which shall be submitted to the office of Store Officer, AIIMS Raipur.
7. In case of break down, vehicles have to be replaced by other vehicle immediately (not more than one hour gap). In case of non-availability of suitable vehicle, a penalty of ₹ 200/- for the said break down shall be imposed in addition to deduction on pro-rata basis for the said period. Continuation of non-availability of suitable vehicle on another day shall construe to another break down, and will be liable to the penalty of ₹ 200/- and pro rata deduction. In case, occurrence of such break down exceeds three times in a month, a penalty of ₹ 1000/- per break down shall be imposed.
8. Non-availability of designated vehicles /replacement of such vehicles without prior notice during normal duty hours will also attract a penalty of ₹ 200/- per day. Denial / non- availability of vehicles during extra hours, will also attract a penalty of ₹ 200/-.
9. Vehicle should be in roadworthy condition with neat and clean seat covers along with spare tyres, tools and kits for petty repairs and replacement of tyres. Seat covers required to be periodically washed and changed for the cost of which shall be borne by the contractor.
10. Monthly bills shall be submitted in duplicate to the Store Officer, AIIMS, Raipur along with duty slips duly signed by the user. Payment of any Govt tax or duty for plying the vehicles will be liability of the contractor. However, Service Tax is payable per actual and Deposit Receipt must be attached. Parking & toll charges, if any, may be claimed on production of parking / toll slips.
11. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
12. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving. AIIMS, Raipur shall have no direct or indirect liability arising out of such negligent, rash and impetuous



driving which is an offence under IPC and any loss caused to AIIMS, Raipur have to be suitable compensated by contractor.

13. The Cars will be kept neat and clean and in perfect running condition with shining body and clean interior with good upholstery. If condition of vehicles is not found satisfactory, they shall be returned for immediate replacement. If no replacement(s) is/are made in time, the Contractee shall have a right to hire vehicle(s) from local market, and cost so incurred towards this, shall be borne by the Contractor.
14. The contractor shall send the vehicle for periodical servicing at his own cost. AIIMS, Raipur will not pay any mileage run for such servicing nor any deduction is made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the contractor's liability.
15. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to the Store Officer, AIIMS, Raipur as and when demanded.
16. The contractor / authorized representative and all the drivers should be equipped with round the clock communication facility (mobile etc.) with proper uniforms.

#### **E. GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

1. The successful tenderer will be required to furnish a Performance Security Deposit of 10% of tender amount in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "**All India Institute of Medical Sciences, Raipur**". The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.
2. The Tenderer will not be allowed to withdraw the tender after the same is received in AIIMS Raipur. In case the tenderer withdraws from the process the EMD deposited by him will be forfeited.
3. Performance Security shall be submitted in the form of FD/DD or Bank Guarantee issued by a Nationalized Bank in the Proforma provided with the tender document. Performance Security will be discharged after **60 days** completion of contractor's performance obligations under the contract.
4. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for AIIMS, Raipur to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.
5. If monthly run is less than fixed limit per month, than balance Kms shall be brought forward & adjusted in next three months.
6. AIIMS, Raipur may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts.

- (a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by AIIMS, Raipur.
  - (b) If the contractor fails to perform any other obligation(s) under the contract.
7. AIIMS, Raipur may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.
  8. AIIMS, Raipur may also by giving one month's written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.
  9. If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of AIIMS, Raipur as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
  10. The agency will be liable to provide vehicles during office hours, beyond office hours on all working days. The agency shall also have to provide the vehicles in Sundays as well as other public holidays as and when required by the authority.
  11. In case, the condition of vehicle is found unsatisfactory, it shall be returned for immediate replacement is provided in time, the authority shall have the right to hire a vehicle from the market and additional cost incurred by the authority shall be borne by the agency.

**SPECIAL CONDITIONS OF CONTRACT**

1. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, AIIMS, Raipur shall have no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
2. The contractor shall when called upon to do so, place at the disposal of AIIMS, Raipur such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 25% of engaged vehicle at that point of time.
3. AIIMS, Raipur reserves right to counter offer price to any of the prospective contractors against price quoted by the bidder.
4. The successful bidder has to constitute a contract on 100 rupees stamp paper within 7 days of the award of work.
5. The log book of monthly bills will be clearly filled by bidder, overwriting will not be accepted by the bidder.
6. The Contractor shall be fully responsible for theft/burglary, fire or any mischievous deeds by his drivers & the Contractor shall be directly responsible for any dispute arising between him and his drivers.
7. The Contractor shall be responsible for correct & timely payment of wages/salaries and other benefits and allowances to his driver that might become applicable under any Act or order of Govt. Irrespective of the delay in payment at AIIMS Raipur part. The Contractee shall have no liability whatsoever in this regard and the contractor shall indemnify the Contractee against all claims which may arise under the provision of various acts, Govt. Order etc.
8. The Contractor shall be responsible to insure compliance of the provision of all enactments, laws, rules and instructions in force and applicable thereto. The Contractor shall be liable to ensure compliance to the contract.
9. The Contractee will not, in any manner, be responsible for any act omission or commission of the drivers engaged by the Contractor and no claim in this respect shall lie against the Contractee. If any such claim is made against the Contractee by any drivers of his heirs engaged/employed by the Contractor, which the Contractee is obliged to discharge by virtue of any statute of any provision of law and rules due to the mere fact of the drivers of the Contractor working at the office premises or otherwise, the Contractor will be liable to indemnify/reimburse the Contractee all the money paid in addition to the expenses incurred by him.

**FINANCIAL BID**  
**(In sealed Cover-II super scribed "Financial Bid")**  
**TENDER FOR HIRING OF VEHICLES TO AIIMS RAIPUR**

The consolidated quoted rates should contain all the applicable taxes except service taxes.

Sl. No.	Vehicle Description	Monthly running (in K.M.)	For Fixed Monthly hiring rent	Rate of Extra (Over monthly limit) per Km. including fuel charges	Rate of extra hours (over the duty hours) per hour	For Daily hiring rent	Daily hiring on lum-sum basis		Kilometre basis journey for outside state (Minimum 200 km/day)
							(60 km./ 4 hour)	(100 km./ 8 hour)	Per kilometre charges including Road permit charges
1.	<b>Innova or equivalent model</b>	2000							
2.	<b>Swift Dezire/ Tata Indigo or equivalent</b>	2000							
3.	<b>Tata Indica Vista or equivalent model</b>	2000							
4.	<b>50-seater Bus model</b>	1000							

(Amount in rupees)

- Please quote the rate of one vehicle.
- AIIMS Raipur reserves the right to increase/decrease the required quantity of vehicle without any changes in hiring charges.
- AIIMS Raipur also reserves the right to call for change in make/model of equivalent categories without any changes.
- In case two or more bidders emerge as L1 for different categories of vehicles, tender may be awarded to L1 bidder of each category.

**(Signature of Bidder with seal)**

**Declaration by the Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them. I also undertake to abide the entire prevailing statutory obligation in time.

**Note:** (i) No other charges would be payable by Client.  
(ii) There would be no increase in rates during the Contract period.

Date:.....

Place:.....

**(Signature of Bidder with seal)**

Name Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_

SEAL of the Bidder

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

1. In consideration of All India Institute of Medical Sciences, Raipur (here in after called the AIIMS, Raipur) 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 fulfillment 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, Raipur an amount of not exceeding , against any loss or damage caused to or suffered or would be caused to or suffered by the AIIMS, Raipur reason of any breach by the said contractor’s 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, Raipur 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, Raipur reason of breach by the said contractor’s 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, Raipur 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, Raipur 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, Raipur, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till AIIMS, Raipur 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, Raipur that the AIIMS, Raipur 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, Raipur 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, Raipur or any indulgence by the AIIMS, Raipur 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
7. Bank or the contractor(s)/ supplier(s).
8. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by AIIMS, Raipur.

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.