

Notice Inviting Tender

For

Supply & Installation of

Auditorium Chair

At

All India Institute of Medical Sciences, Bhubaneswar



NIT No. : AIIMS/BBSR/Engg/150

NIT Issue Date : 01-02-2016

Last Date & time of Submission : 23-02-2016 at 12.00PM

Date & Time of opening of Tender : 23-02-2016 at 3.00PM

All India Institute of Medical Sciences, Bhubaneswar

Sijua, Po-Patrapada, Bhubaneswar – 751019, Odisha

Tele: 0674- 2476500, email: admin@aiimsbhubaneswar.edu.in

Website: www.aiimsbhubaneswar.edu.in

Chapter I- Instruction to bidders**Notice Inviting Tender**

All India Institute of Medical Sciences, Bhubaneswar, Odisha, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed Tenders in two-bid system for supply & installation of the following item(s) at the institute. Intending Tenderers are requested to quote your best offer along with the complete detail of specifications, terms & conditions.

Sr.No.	Item Description	Quantity
1.	Supply & Installation of Auditorium Chair	730 (±20%) (payment will be made as per actual requirement at site.)

- Interested parties may send their tender in sealed cover addressed to the Administrative Officer, All India Institute of Medical Sciences, Sijua, PO-Patrapada, Bhubaneswar - 751019 superscripted with tender number and complete in all respects latest by on dated up to 12.00 pm. The Quotations will be opened on the same day at 03.00 PM in the Board Room, Medical College Building, All India Institute of Medical Sciences, Bhubaneswar. The tenders received after the scheduled date and time will be rejected out rightly.
- The tender is in two- bid system i.e. Technical Bid & Financial Bid .The Technical Bid will be opened on the designated date by the Purchase Committee. The Financial Bid containing the rate of various item(s) will be opened on a suitable date, to be intimated later by the Purchase Committee in respect of those who qualify the terms and conditions of the technical bid.
- The technical bid and the financial bid should be sealed by the bidder in separate covers superscribed "**Technical bid for Tender for Supply & Installation of Auditorium Chair**" and "**Financial Bid for Tender for Supply & Installation of Auditorium Chair**". Both Sealed Envelopes should be kept in a main/ bigger envelope superscribed as "**Tender for Supply & Installation of Auditorium Chair**". The 'Technical Bid' will be analysed and 'Financial Bid' of only those firms who are found eligible in 'Technical Bid' will be opened in due course and the eligible firms would be intimated there of

accordingly.

Schedule of Tender

Issue Date	:	01-02-2016
Last date and time of receipt of tender	:	23-02-2016 at 12.00 PM
Amount of Earnest Money Deposit (EMD)	:	Rs 1,65,000.00
Tender Paper Cost	:	Rs 2,000.00 (Non Refundable)
Date & time of opening of tender	:	23-02-2016 at 3.00PM
Venue	:	Board Room, 1 st floor, Medical College Building, AIIMS Bhubaneswar.

4. Tender document may be downloaded from this Institute's official website "<http://www.aiimsbhubaneswar.edu.in>" and the tenderer shall deposit a separate Bank Draft/ Pay Order/ Banker's cheque in favour of "All India Institute of Medical Sciences, Bhubaneswar" worth ₹2,000/- along with tender Document (Technical Bid). **The tenders submitted without tender cost or without EMD shall be liable to be rejected summarily.** The cost of the bid document is non-refundable.

Administrative Officer
AIIMS, Bhubaneswar

Chapter-II- Conditions of Contract

General Terms and Conditions

Subject: - Notice Inviting Tender for Supply & Installation of Auditorium Chair for All India Institute of Medical Sciences, Bhubaneswar

1. Earnest Money :

Earnest money by means of a Bank Demand Draft/ BG/FDR of ₹ 1,65,000.00, (One Lakhs Sixty Five Thousand only) may be enclosed with the (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The Bank Demand Draft/ BG / FDR may be prepared in the name of "All India Institute of Medical Sciences, Bhubaneswar".

- a) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the ministry in respect of any previous work will be entertained.
- b) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- c) Tenders without Earnest Money or Tender cost will be summarily rejected.
- d) No claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.

2. Preparation and Submission of Tender :

The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers "Technical Bid for Tender for Supply & Installation of Auditorium Chair" and "Financial Bid for Tender for Supply & Installation of Auditorium Chair". Both Sealed Envelopes should be kept in a main/ bigger envelope superscripted as "**Tender for Supply & Installation of Auditorium Chair**".

3. Signing of Tender :

The individual signing the tender or other documents connected with contract must specify whether he sign as:

- (a) A sole proprietor of the concern or constituted attorney of such sole proprietor ;
- (b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

N.B.

- (1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (2) In the case of partnerships firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related document must be signed by all partners of the firm.
- (3) A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, AIIMS, Bhubaneswar may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

- (4) **The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn.** NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

4. Opening of Tender:

The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of the tender. The representative present at the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification

5. Validity of the bids:

The bids shall be valid for a period of 180 day from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.

6. Right of acceptance:

The bidder will have to submit a sample for demonstration those are Technical Qualified. A committee, as approved by Director AIIMS, Bhubaneswar for this purpose, will examine the sample. The financial bids of only those bidders, whose sample is approved by the committee, will be processed.

7. Communication of Acceptance / Right of Acceptance :

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

8. Performance Security :

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of tender amount in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Bhubaneswar". 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.

Performance Security shall be submitted in the form of Bank Guarantee or Fixed Deposit Receipt issued by a scheduled Bank and the Performa provided with the tender document. Performance Security will be discharged 60 days after completion of contractor's performance obligations (including warranty period) under the contract.

9. Delivery & Installation :

The Furniture shall be delivered within 30 days to 45 days of issue of supply order. Satisfactory installation / commissioning and handover of the furniture will be completed within two weeks from the date of receipt of the furniture at the AIIMS, Bhubaneswar premises.

10. Inspecting ,Testing and Quality control

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

authority in this regard shall be final and binding on the Supplier. All terms and condition of the contract as they apply to the inspection shall also apply to the re-inspection.

- VI. The Supplier shall provide, without any extra charge, all material, tools, labour and assistance of every kind which the Inspector may demand of him for any test, and examination, which he shall require to be made on the Supplier's premises and the Supplier shall bear and pay all costs attendant thereon. If the Supplier fails to comply with condition aforesaid, the Inspector shall, in his sole judgement, be entitled to remove for test and examination all or any of the goods manufactured by the Supplier to any premises other than his (Supplier's) and in all such cases the Supplier's shall bear the cost of transport/and carrying out such tests elsewhere. A certificate in writing of the Inspector, that the Supplier has failed to provide the facilities and the means for test and examination, shall be final.
- VII. The Supplier shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector may specify such material or goods as he may require for tests for which Supplier does not have the facilities or special/independent tests.
- VIII. The Inspector shall have the right to put all the goods or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- IX. Goods accepted by the purchase/AIIMS, Bhubaneswar and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchasers/AIIMS, Bhubaneswar's right to reject the same later.
- X. The Purchaser's Inspector reserves the right to may draw samples through random sampling method after receiving the finished goods at destination. All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications.

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

- a) Require the Supplier to replace the rejected goods forthwith but in any event not later than a period of 30 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced goods but without being entitled to any extra payment on that or any other account.
- b) Purchase or authorize the purchase of quantity of the goods rejected or goods of a similar description when goods exactly complying with particulars are not in the opinion of the Purchase, which shall be final, readily available without

notice to the supplier at his risk and cost and without affecting the Supplier's liability as regards the supply of any further instalment due under the contract, or

c) Cancel the contract and purchase or authorised the purchase of the goods or goods of a similar description (when goods complying with particulars are not in the opening of the Purchase, which shall be final, readily available) at the risk and cost of the Supplier.

d) The Inspector shall have the power:-

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

Inspector's decision as regards the rejection shall be final and binding on the Supplier.

11. Guarantee / Warranty:

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

12. Liquidated Damages

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

13. FORCE MAJEURE :

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

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

15. Insolvency etc.:

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

16. Breach of Terms and Conditions:

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

17 Subletting of Work:

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

18. Right to call upon information regarding status of work:

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

19. Terms of payment:

- ☐ 100% payment of the total order value shall be released after the successful installation of the ordered goods against the submission of the satisfactory installation report by designated committee.

20. Arbitration:

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

21. Legal Jurisdiction:

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

Administrative Officer
AIIMS, Bhubaneswar

Chapter III - Specifications and allied Technical Details

Parameters and Technical Specifications for Executing the Work:

1. The participant manufacture/companies having own manufacturing units or their authorized dealer can only participate .Proof of manufacturing is to be attached .Client may also visit and inspect the manufacture set up as deemed fit.
2. Company /manufacturer/firm must have local branch office in Bhubaneswar city or within Odisha. (Enclosed Address details) Copy of shop and establishment act registration certificate may be enclosed as proof of establishment.
3. Manufacturer should be a member of BIFMA International (Business and Institutional Furniture Manufacturers Association) please enclose certificate of manufacturer Company. This certificate is required to ensure the reliability, functionality and superior design standard of the furniture and safety of the user ensuring that the products are low emitting and hazard free. Dealers participating should enclose certificates from their parent manufacture company.
4. Manufacturer should be ISO 9001:2008 / ISO 14001:2004, / OHSAS 18001:2007 certified. Dealers participating should enclose certificate from their parent manufacturer company.
5. Manufacturer shall have In house quality assurance lab in which quality tests shall be tested on regular basis as per IS/ASTM or BIFMA standards.
6. The firm should be registered and should have the turnover of ₹ 1,00,00,000/- (Rupees One Crore only) each year in the last three consecutive financial years.
7. The firm has to submit a proof of turnover as mentioned above supported by attested documentary materials.
8. The firm must have under taken similar kind of job in any Govt. Organisation / PSUs / Reputed or Similar private organisation in last three years.
9. The delivery of the items will have to be made at AIIMS, Bhubaneswar. No transportation/ cartridge charges will be provided for the same.
10. The rate quoted should be firm and final and written in ink or typed against each item and should in no case be overwritten.
11. Vendor qualified in technical Bid will have to submit sample of chair as per specification, if desired.

Administrative Officer,
AIIMS, Bhubaneswar.

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

(Tenderer may use separate sheet wherever required)

S.No.	Details of the Firm/Bidder	Submitted (Yes/No)	Page No.
1.	Name & Address of the Tenderer/ Concern		
2.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organisation		
3.	Name and address of service centre at Bhubaneswar / in Odisha.		
4.	Details of the Earnest Money Deposit (EMD) worth ₹ 1,65,000/-(Rupees One Lakh Sixty five Thousand Only)		
5.	Details of the cost of the Tender documents worth ₹ 2,000/-(Rupees Two Thousand only)		
6.	Whether each page of NIT and its annexure have been signed and stamped		
7.	Whether Bidders have quoted for each and every item mentioned in Chapter- V		
8.	List of Major Customer may be given on a separate sheet and proof of previous satisfactory supply, if any.		
9.	Proof of the last (03) three year's turnover of the firm which should not be less than ₹ 1,00,00,000/-(Rupees One Crore only) each year for the preceding three financial years. (2012-13,2013-14, 2014-15)		
10.	PAN No. (Enclosed the attested copy of PAN Card)		
11.	TIN No. (Enclosed the attested copy of Regd. Certificate)		
12.	Please attach copy of last 3 (three) year Return of Income Tax. (2012-13,2013-14, 2014-15)		
13.	Copies of authenticated balance sheet for the past three financial years enclosed		
14.	Have you previously supplied these items to any government /reputed private organization? If yes, attach the relevant poof. <i>Please provide a notarized affidavit on Indian Non Judicial stamp paper of Rs.10/- that you have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past. If you don't fulfil these criteria, your tender will be out rightly rejected.</i>		

15	Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs.10/- that (i) no case is pending the police against the Proprietor / partner or the Company (Agency).Indicate any convictions if any against the Company/firm/partner. (ii) proprietor/firm has never blacklisted by any organization.		
16	Any other information, if necessary		

Note:

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

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

Chapter-V- Financial Bid

Format for Financial Bid

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

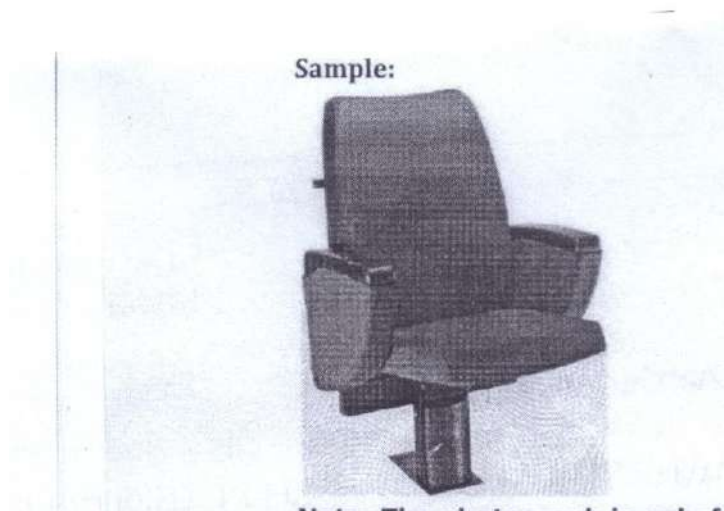
Sr.No	Name of Item	Quantity (numbers)	Rate	Vat/Taxes	Amount
1.	Auditorium Chair	730 (±20%) payment will be made as per actual requirement at site.)			

1. I/We have gone through the Terms & Conditions as stipulated in the Tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.
3. That I/We shall supply the items of requisite quality.
4. That I/We undertake that the information given in this tender are true and correct in all respects.

Signature of the bidder with seal.

Date:

Place:

Chapter - VI**TECHNICAL SPECIFICATIONS AUDITORIUM CHAIR****Sample Chair for Auditorium:****Sample:****Specification:**

S.NO.	COMPONENT	SPECIFICATION
1	STRUCTURE	Seat with Auto tip up mechanism with push back feature, foam moulded MS tube tubular frame and upholstery with fabric and back cover. Chair size 89 cm (H) from ground, 60 cm (W), depth 70 cm (D).
		Backrest assembly will be of fixing type made of polyurethane foam moulded MS tubular frame insert and upholstery with fabric and back cover.
2	WING COMPONENTS	Made up of good quality steel moulded with MS insert.
		Side wing frame with plywood with upholstery.
3	SPRINGS	Seat : For Auto Tip-up – Torsion Spring / Spring mechanism of grade – 3 or better steel .
4	FOAM	Automotive Grade High Resilience-HR Polyurethane foam
		Density: $50 \pm 5 \text{ Kg/M}^3$ / JIS K 6401
		Constant Compression Set: (Max. 13%) JIS K 6401.

5	ARM REST	Arm tops made up of black integral skin polyurethane with 50-70 shore "A" hardness & reinforced with wooden insert. Arm rest width : 7.0 ± 0.5 cm common armrest between chairs
6	BACK AND CUSHION HOUSING	Thermoform Plastic /ABS Plastic.
7	FINISH	All exposed & visible parts to be powder coated.
8	BACKHEIGHT	Height of top of the back from ground level – 89 cm with back height 65 cm.
9	EFFECTIVE SEAT DEPTH	Seat Cushions Dimensions should be in-line with Anthropometric Data & Ergonomically profiled Contours.
10	TYPE OF BACKREST	Bracket supporting beam of MS tube of high quality with beam width 46 ± 0.2 cm (L) X 8.0 ± 0.03 X 4.00 ± 0.30 cm
11	ARMREST CENTER TO CENTER DISTANCE	53 cm with total width of each chair 60 cm.
12	GROUTING	Under structure fixed to ground/concrete by anchors with washer and nuts. Standard grouting with 3 or 4 bolts for RCC/PCC with minimum grade of M15
13	FABRIC	Heavy duty 100 % polyester, weight -257 gms/m.sq, abrasion > 36000 (Load 600g), Martindale test with 3 mm ± 0.5 mm foam backing.
14	ROW NUMBERING	Row numbering for seats along the aisles.2mm aluminium cut-outs with row numbering A,B,C.....
15	SEAT NUMBERING	Seat numbering on back and tip-up portion 2mm aluminium oval strips with seat numbering 1,2,3.....
16	FOUNDATION	The foundation of the seat should be in the form of metal mesh skeleton of all metal for long lasting durability

DRAFT PERFORMANCE SECURITY BOND FORM

1. In consideration of All India Institute of Medical Sciences, Bhubaneswar (here in after called the AIIMS, Bhubaneswar) having agreed to exempt _____ (here in after called the said contractor(S) from the demand of security deposit/earnest money of ₹ _____ on production of Bank Guarantee for ₹ _____. For the due fulfilment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name of the Bank) _____ (herein after referred to as "the Bank") at the request of _____ Contractor's do hereby undertake to pay the AIIMS, Bhubaneswar an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the AIIMS, Bhubaneswar reason of any breach by the said contractors of any of the terms & conditions contained in the said agreement.
2. We (Name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the AIIMS, Bhubaneswar 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, Bhubaneswar reason of breach by the said contractors of any of terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the AIIMS, Bhubaneswar 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 ₹ _____.
3. We undertake to pay to the AIIMS, Bhubaneswar any money so demanded not withstanding 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, Bhubaneswar, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till AIIMS, Bhubaneswar 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, Bhubaneswar that the AIIMS, Bhubaneswar 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, Bhubaneswar 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, Bhubaneswar or any indulgence by the AIIMS, Bhubaneswar to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by AIIMS, Bhubaneswar.

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.