

Tender Enquiry No. F.No.24/Matress/104 /2015-RISH (ADMN)

<p>Cost – Rs. 1000/- VAT- Rs. 135/- Total Cost- Rs.1135/-</p>
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TENDER NOTICE

**Tender for Fowler Bed Mattress
AIIMS, Rishikesh, Virbhadra Marg, Rishikesh, Dehradun**

1. Sealed tenders in Two Bids (Technical & Financial) are invited on behalf of the Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible manufacturer and their authorised distributors for providing **Fowler bed Mattresses with pillows** to AIIMS Rishikesh.
2. The interested manufacturer and their authorised dealers/ distributors are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "**Tender For Fowler bed Mattresses with pillows**" and should reach at the office of "**The Sr. Administrative Officer, AIIMS, Rishikesh, Virbhadra, Marg Rishikesh (Dehradun) - 249201**", before 03.00 PM on or before **03/12/2015**. The bid received after due date and time will not be entertained whatsoever may be the reason. The technical bids shall be opened on the same day at 03.30 PM at Tender Opening Room, AIIMS, Rishikesh. 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 day at the appointed time. The date for opening of the financial bid of technically qualified agencies will be announced later over the website.
3. The tender document containing technical bid form, financial bid form, technical description/specification & item and terms & conditions can be purchased from the office of Senior Administrative Officer - AIIMS, Rishikesh from 12/11/2015 to 03 /12/2015 between 10.00 AM and 02.00 PM on non-refundable payment of Rs.1135.00 (Rupees one thousand one hundred thirty five only) or can be downloaded from website www.aiimsrishikesh.edu.in. Those who download the tender document from website should enclose DD/Pay Order for Rs.1135.00 (Rupees one thousand one hundred thirty five only) (non-refundable) in favour of "AIIMS, Rishikesh", payable at Rishikesh, not later the date of 02/12/2015 along with their technical bid in the Cover-I "Technical Bid". The bid security (EMD) for **Fowler bed Mattresses with pillows** should be paid in the form of FD/TD/CD from any Nationalised/Schedule bank duly pledged in favour of "AIIMS, Rishikesh" payable at Rishikesh and will be placed in cover-1 with technical bid. The Tender Documents are not transferable.
4. Any enquiry about this tender document may be addressed to the Sr. Administrative Officer, for their timely resolution. Any future clarification and/or corrigendum(s) shall be communicated through the office of Sr. Administrative Officer on the AIIMS, Rishikesh website: www.aiimsrishikesh.edu.in. The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender.
5. Bidder should necessary enclose a covering letter mentioning a summary of applied document with proper numbering. Bid should also attach a compliance sheet as per specification mentioning they are complying to all specification or have any variation.

**Sr. Administrative Officer
AIIMS, Rishikesh
0135-2452915**

Sign of Bidder

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TENDER DOCUMENT

**“Tender for Fowler bed Mattresses with pillows”
AIIMS, Rishikesh**

TECHNICAL BID

(In separate sealed Cover-I super scribed as “Technical Bid”)

1. Name & Address of the manufacturer and their authorised dealers/ distributors/Agency with phone number, email, name and telephone/mobile	
2. Specify your firm/company is a manufacturers/ authorised dealer/ distributor/ Agency/Trader	
3. Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	
4. Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. Please provide a notarised 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 last one year. If you don't fulfil this criteria, your tender will be out rightly rejected.	
5. Please attach copy of last three years' of Income Tax Return (Attach audited copies duly certified by Chartered Accountant)	
6. Please attach final accounts audited (duly certified by Chartered Accountant) for last three (3) years (Attach copy of annual minimum turnover should not be less than 25 lakhs duly certified by Chartered Accountant)	
7. PAN No. (Please attach copy)	
8. VAT/Service Tax Registration Number. (Please attach copy)	
9. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.	
10. Power of Attorney/authorization for signing the bid documents (Not required in case of sole-proprietorship.)	
11. Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/- 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.	
12. Please submit two performance certificate from your two different customers to whom you have supplied such type of items in previous 3 years	
15. Details of the FD/TD/CD of bid security (EMD) FD/TD/CD No: Date: Payable at-	Detail of cost of Tender for Rs. 1135/- (if downloaded from website) DD No. Date: Payable at-

Sign of Bidder

Tender Enquiry No. F.No.24/Matress/104 /2015-RISH (ADMN)**Undertaking**

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.
3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security, as applicable, in the format to be provided by AIIMS Rishikesh in addition to execution of a Contract as pre-condition for obtaining the supply orders.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the AIIMS Rishikesh immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.
5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

Sign of Bidder

Tender Enquiry No. F.No.24/Matress/104 /2015-RISH (ADMN)**“Tender for Fowler bed Mattresses with pillows”
AIIMS, Rishikesh****(A) Information and Conditions relating to Submission of Bids**

1. The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement can be purchased from AIIMS, Rishikesh on any working day from **12-11-2015 to 03-12-2015** between 10.00 AM to 02.00 PM on payment of non refundable charges of Rs 1135/- (Rupees one thousand one hundred thirty five only) or can be downloaded from website www.aiimsrishikesh.edu.in. Those who download the tender document from Website should enclose a Demand Draft/Pay Order for Rs 1135/-(Rupees one thousand one hundred thirty five only) in favour of **“AIIMS, Rishikesh”**, payable at Rishikesh, not later the date of **02-12-2015**, along with their bid in the Cover-I containing “Technical Bid”.
2. The interested firms/suppliers are required to submit the Technical and Financial Bids separately in the format enclosed and they have to observe highest standard of ethics while bidding for this tender. The bids in sealed Cover-I containing **“Technical Bid”** and sealed Cover-II containing **“Financial Bid”** should be placed in a third sealed cover super scribed **“Tender for Fowler bed Mattresses with pillows”** should reach AIIMS, Rishikesh by or before 03.00 PM on **03-12-2015**. The Technical bids shall be opened on same day **at 03.30 PM** at AIIMS, Rishikesh in presence of the bidders or their authorized representatives who choose to remain present. The Tender received after due date & time will be rejected and no claim shall be entertained whatsoever may be the reason.
3. The pre bid conference would be held on **23-11-2015 at 03.00 PM** in the office of Tender Opening Room, AIIMS, Rishikesh. All firms representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm’s letter head. They are required to put their query in writing before the committee.
4. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly.
5. All entries in the tender form should be typed or written by pens legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Technical Bid as well as Financial Bid unless authenticated by full signature of bidder. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filled up carefully by the tenderer. All Corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.

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6.(i) The bidder shall pay the amount of **Rs. 60,000/- (Rupees sixty thousand only)** as Bid Security (EMD) along with the Technical Bid by FD/TD/CD in favour of "AIIMS, Rishikesh" drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh and must be valid for (6) six month. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage. The original EMD will be put in cover-I containing Technical bid.

- a) The Public Sector Undertaking of the Central/State Govt. are exempted from furnishing Earnest Money along with tender.
- b) The firms Registered with DGS&D/SSI and any approved source of Centre/States Govt. are not exempted from furnishing Earnest Money in so far as this institute is concerned.
- c) Earnest Money deposited with AIIMS, Rishikesh in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer will not be considered against this tender.

(ii) EMD is required to protect the purchaser against the risk of Bidders conduct. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.

7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract with successful bidder.

8. Bidders are not allowed to submit more than one bid anytime during the tendering process for the same/similar tendered item else all his bids shall be cancelled thereby making him disqualified in addition to the forfeiture of the EMD.

9. The successful bidders has to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within fifteen (15) days from the date of award of this tender in his favour and also required to furnish the security deposit @ 10% of contract value in the form of FD/BG/TD/CD from any Nationalised/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh.

10. The EMD/PBG shall be forfeited if successful bidder fails to supply the goods in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.

11. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 180 (one hundred eighty) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdraw at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law.

12. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

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13. After evaluation, the tender shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate as per financial bid after complying with the all the Acts / provisions stated / referred to for adherence in the tender.

14. The name of such successful bidder will be displayed on the website of the institute www.aiimsrishikesh.edu.in within 7 days from the date of execution of this tender contract by him.

15. The competent authority of AIIMS, Rishikesh reserves all rights to accept or reject any/all tender(s) without assigning any reason. It can also impose/relax any term and condition of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute. No representation will be considered after pre-bid meeting and bidders may ensure its queries only in pre-bid meeting. AIIMS, Rishikesh also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

16. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.

17. The tender form is not transferable.

18. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out rightly.

19. **Tender Currencies:**

a. The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees. Further, imported goods to be imported and supplied by the bidder are also required to be quoted in Indian Rupees.

b. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

20. **Tender Prices:** While filling up the columns of the Financial Bid, the following aspects should be noted for compliance:-

a. For domestic goods or goods of foreign origin located within India, the prices in the corresponding Financial Bid shall be entered separately.

a. The price of the goods, quoted should be including all taxes and duties.

21. In case of insolvency/non-compliance/breach of any terms & conditions of this tender by the supplier, AIIMS Rishikesh may discontinue this supply contract with immediate effect. This may invoke forfeiture of security deposit in addition to taking all legal actions including, but not limited to the claim for costs/damages/losses etc. that AIIMS Rishikesh may incur due to the actions/inactions of the supplier, causing premature termination.

22. **Force Majeure:** Any delay due to Force Majeure will not be attributable to the either of the parties.

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22. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the Deputy Director Administration will lie to the Director, AIIMS Rishikesh and his decision shall be binding upon both the parties.

23. Applicable Law:

The contract shall be governed by the 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.

Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand India only.

B) PAYMENT TERMS

1. The payment shall be made to the supplier on the satisfactory receipt of the goods ordered. Advance payment shall not be made under any circumstances. The mode of payment shall be A/C payee cheque in favour of the supplier.

2. The contract with the successful bidder shall be valid for the period of one year from the date of award of contract. Actual supply orders may be placed from time to time. No gurantee can be given as to the minimum or actual usage of quantity as herein after given in take. The payment shall be made of actual supply taken to the satisfaction of AIIMS Rishikesh.

(C) OTHER TERMS & CONDITIONS OF THE TENDER

1. It is required by all concerned, namely the Bidders/Suppliers, as the case may be to observe highest standard of ethics during the procurement and execution of this Tender.
2. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at F.O.R delivery to AIIMS Rishikesh (free delivery to consignees premises). Rates should be mentioned both in figures and in words. The offer should be typed or written in Ink Pen/ Ball Pen without any correction. Offers in pencil will be cancelled. Telegraphic/ Telex/ Fax offers will not be considered and cancelled straightway.
3. The supplier has to submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that he has not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates than those quoted in this tender; the Institute (the purchaser) would be given the benefit of lower rates by the Supplier and any excess payment if any, will become immediately payable to the AIIMS, Rishikesh. If such affidavit is not submitted, tender will be out rightly rejected.
4. If the price of the contracted articles is/ are controlled by the Government, in no circumstances the payment will be higher than the controlled rate.

Sign of Bidder

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5. Tender will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the competent authority of the institute for a period of 180 days (6 months) valid from the date of opening of the tender by the committee.
6. The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, security deposit of the supplier shall stand forfeited.
7. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged in addition to the cost of re-tender.
8. In case the tenderer on whom the supply order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort to risk purchase, the purchaser (AIIMS, Rishikesh) may recover from the supplier the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by supplier. In case of repeated failure in supplying the order goods the supply order may be cancelled and bid security deposit will be forfeited.
9. The Tenderers should furnish a copy of S.T. /C.S.T./VAT registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be rejected.
10. Attested photo state copy of the last three years Income Tax returns and a copy of current valid income tax clearance certificate (IT CC) otherwise tender may be ignored. Also an attested copy of complete audited annual turnover report (which has to be at least 25 Lakhs per annum) with profit & Loss, balance sheet, income and expenditure reports for last 3 years should be attached with the tender document.
11. In case asked, tenderer must personally supply a sample to the competent authority of the institute and in that case all the expenses will be borne by the supplier.
12. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender failing which the tender will not be considered. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original failing which tender may be disqualified.
13. Any failure or omission to carry out of the provisions of this supply by the supplier shall not give rise to any claim by supplier and purchaser to one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any status and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure.

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14. The Courts at Rishikesh/ Dehradun alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.
15. The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.

(D) Other Conditions Specific to the Tender:

- The bidders will have to submit the samples to the technical committee after opening of the technical bid. The sample deposited will be signed by the owner of the firm along with acceptance letter of each terms and conditions stipulated by AIIMS, Rishikesh. If it is found that the sample is not of standard quality, the item will not be purchase from the firm even if they are L-I. AIIMS, Rishikesh will not accept duplicate/substandard items or items not matching the samples/prescribed specifications.
- The bidder who will not submit the samples will be disqualified.
- Warranty Clause: The bidder shall provide warranty for minimum period of 2 years.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

Sign of Bidder

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FINANCIAL BID**(In sealed Cover-II super scribed "Financial Bid")**

To,
Sr. Administrative Officer

AIIMS Rishikesh, Virbhadra Marg.

Rishikesh (Dehradun)

Dear Sir,

Our quoted rate for supplying the Fowler Bed Mattresses with pillow/cushions for AIIMS, Rishikesh will be as follows:-

S.No	Description/Specification of Item	Specification	Unit	Approx Annual Demand	Unit Price inclusive all Taxes
1	Fowler Bed Mattresses with pillows	As per Annexure - I	Each	260	

Note: Mattress and pillows/cushions should be of superior quality

Declaration by the Bidder:

L1 will be decided on the basis of unit cost.

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.

Note:

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

Place:.....

Date:.....

Name:

Seal:

Address :

Phone No (O):

Fax No. (O):

E-mail:

(Signature of Bidder with seal)

Sign of Bidder

Tender Enquiry No. F.No.24/Matress/104 /2015-RISH (ADMN)

Annexure-I**Specification for Fowler Bed Mattress:**

1. The mattress shall be ISI 1741-1960 extra hard, with grooves or PU foam 32 density, 100 mm in four section covered with Rexine (Polynova / National) thickness of Rexine not less than 0.65 mm or above.
2. The mattress should fit with the fowler bed of approx size 225 cm L x 102cm W x 61 cm H.
3. Manufacturer should be ISO 9001:2008/ ISO 14001:2004/ OHSAS 18001:2007 certified. Dealers participating should enclose certificate from their parent manufacturer company.
4. The Prospective bidders can inspect the existing fowler bed in the institute to get more clarity about the dimension of the mattresses. Fitness of Mattress with Fowler beds will be the responsibility of bidder.

Specification of Rexine Covered Pillows:-

Dimension 14”(W) X 22”(L) X 4”(H) (36cm X 58cm)

- **Approximate Weight – 1Kg**
- **Made with Heavy Density Coir Foam.**
- **Good Quality Pure Rexene Cover.**
- **Smooth Finishing.**
- **Properly Stitched to all ends.**



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BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To

The Senior Administrative Officer
All India Institute of Medical Sciences
Rishikesh,
Virbhadra Marg,
Rishikesh-249201

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you unconditionally, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of you to first demanding the said amount of guarantee from the supplier before raising the demand with us. You may directly raise the demand with us, without asking the supplier for the same.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will not be changed due to change in the constitution of the bank or the supplier.

This guarantee shall be valid up to 15 months from the date of satisfactory delivery of the goods i.e. up to ----- (indicate date).

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Sign of Bidder