

**TENDER FOR PROVIDING & OPERATING OF MINI BUSES
FOR VISAKHAPATNAM CAMPUS
OF
INDIAN MARITIME UNIVERSITY**

**Tender No. IMUV/2024/2019-20/Hiring (Mini Bus)/001
Dated 23rd May 2019**



**INDIAN MARITIME UNIVERSITY
(A Central University, Govt. of India)
VISAKHAPATNAM CAMPUS
GANDHIGRAM-VISAKHAPATNAM-530005**

**Telephone: 0891-2578360
Website: www.imuv.edu.in**

NOTICE INVITING TENDER

Indian Maritime University, Visakhapatnam Campus is one of the Campuses of Indian Maritime University, A Central University, Govt. of India established by an act of Parliament in 2008 invites Sealed Tender Enquiries from reputed and bonafide Transport organisations for Providing & Operating of 17 Seater Mini Buses for transportation of personnel from various parts of the City through specified routes to the Campus at Sabbavaram. The prospective / potential bidders are required to visit the website www.imu.edu.in and www.imuv.edu.in for downloading the tender enquiry document.

Section-1: Invitation for Bid

Notice Inviting Tender No. (NIT No.)	IMUV/2024/2019-20/Hiring(Mini Bus)/001
NIT Date	23 rd May 2019
Brief Description of Service	Providing & Operating of 17 Seater Mini Buses for transportation of personnel in specified Routes
Quantity	Three (3 Nos.)
Tender Type	Open Tender
Number of Covers	Two Bid System Part - 1 Technical Bid Part - 2 Price Bid
Covers Information / Submission of Bids	
Cover - 1	Technical Bid
Cover - 2	Price Bid
Form of Contract	Services
EMD Indian Rupees	Rs.36,000-00 (Rupees Thirty Six Thousand)
Bid Validity	90 days
Pre Bid Meeting Date and Time	1130 Hrs. on 04-06-2019

Tender for Providing & Operating of Mini Buses for Visakhapatnam Campus
Tender No. IMUV/2024/2019-20/Hiring (Mini Bus)/001 dt. 23 May 2019

Pre Bid Meeting Place and Address	Indian Maritime University, Visakhapatnam Campus, Gandhigram, Visakhapatnam-530005
Place of issue of Tender Enquiry Document	Indian Maritime University, Visakhapatnam Campus, Gandhigram, Visakhapatnam-530005
Date from which the Tender Enquiry Document can be Downloaded/ issued	23-05-2019 onwards on all working days between 1000 Hrs. to 1700 Hrs.
Place of submission of Tender (Bid)	Indian Maritime University, Visakhapatnam Campus, Gandhigram, Visakhapatnam-530005
Tender (Bid) submission End Date and Time of submission	14-06-2019 1030 Hrs.
Tender (Bid) Opening Place	Indian Maritime University, Visakhapatnam Campus, Gandhigram, Visakhapatnam-530005
Tender (Bid) Opening Date	14-06-2019, 1130 Hrs.

Section-2: Instructions to bidders

1. **Preparation and Submission of Bids**

Tender enquiry should be submitted in a sealed cover containing **Cover-1** and **Cover-2** separately and super scribed **Tender for Providing & Operating Mini Buses for Visakhapatnam Campus of Indian Maritime University**. The tenderer shall clearly write on **Cover-1** as **Technical Bid-for Providing & Operating Mini Buses for Visakhapatnam Campus of Indian Maritime University** and on **Cover-2** as **Financial Bid-for Providing & Operating Mini Buses for Visakhapatnam Campus of Indian Maritime University** and each addressed to The Director, Indian Maritime University, Visakhapatnam Campus Gandhigram, Visakhapatnam-530005. The tenderer should also indicate Name and address on all the covers.

2. **Definitions**

Tenderer (or) Bidder	Refers to the Person (Proprietor) or the agency or the Firm or the Company who bids
IMUV	Refers to Indian Maritime University, Visakhapatnam Campus, Visakhapatnam
Purchaser	Refers to Indian Maritime University, Visakhapatnam Campus, Visakhapatnam
Contract	Refers to the Agreement entered into between IMUV and the successful tenderer including all attachments and annexes thereto and all documents incorporated by reference therein
Contractor	Refers to the successful tenderers who have entered into Contract with IMUV for rendering the services.
Service	Refers to various services indicated in this Tender Document

3. **Validity of the Bid**

The bid shall be valid for a period of 90 days from the date of opening of technical bid.

4. **Cost of Bidding**

The bidder shall bear all cost associated with the preparation and submission of its Bid and the Purchaser shall not be held responsible or liable for those costs incurred regardless of the conduct or out of the bidding process

5. **Amendments to Tender Document**

- a) At any time prior to the deadline for submission of bids, IMUV may, for any justified reasons, whether on its own initiative or in response to the clarification sought by a prospective Bidder may modify the bid document by issuing necessary corrigendum.
- b) All prospective Bidders who have downloaded the tender document are requested to visit IMUV website for any amendments / modifications and make note of the same, which will be binding on them

6. **Bid Opening Process**

- a) The Technical bid will be opened in the first instance in the presence of Purchase Committee, representative of the bidders at IMUV.
- b) Financial bids of only those bidders, whose bids are found technically qualified, will be opened in the presence of the Purchase Committee, representative of the bidders at IMUV at a later date for further evaluation. Date and Time of Financial bid opening shall be intimated to the technically qualified bidders only.

7. **Confidentiality**

- a) Any attempt by the Bidders to influence the Purchaser in the evaluation of the Bids or award of Contract may result in the rejection of the Bid of such bidder.
- b) Notwithstanding, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contract the Purchase on any matter related to the bidding process, it shall do so in writing.

8. **Evaluation of Bids**

- a) In case any Bidder is silent on any clauses mentioned in this tender documents, IMUV shall construe that the Bidder had accepted the clauses as per the invitation to tender no further claim will be entertained.
- b) No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

9. **Price Bid**

- a) The Price quoted should be in Indian Rupees
- b) Price Bid must be submitted as per the format enclosed
- c) All the taxes including GST and other taxes, if any, should be shown separately.
- d) If the price is not quoted in the Price Bid Form provided in tender document, the IMUV will reject such bids.
- e) The L1 bidder will be decided based on the lowest quote rate (inclusive of taxes) among the technically qualified bidders and whose price bid is opened.

10. **Cancellation of Tender**

- a) Notwithstanding anything specified in this tender document, Purchaser/IMUV at sole discretion, un-conditionally and without assigning any reasons, reserves the rights –

- i) To accept or reject lowest tender or any other tender or all the tenders
 - ii) To accept any tender in full or in part
 - iii) To reject the tender offer not confirming to the tender's terms
- b) Bids which deviates from the vital conditions of the tender shall be rejected
- i) Receipt of bids in open condition
 - ii) Receipt of bids after due date and time and or by email / fax (unless specified otherwise)
 - iii) Non-submission of complete offers as mentioned in the tender document
 - iv) Conditional Tenders and unsigned Tenders will also be rejected

Section-3-Technical Eligibility Criteria,
Earnest Money Deposit and Security Deposit

1. **Technical Eligibility Criteria**

The bidder must fulfil the following in order to be eligible for participation in the Tender.

- a) The Registered Office of the bidder should be located in Andhra Pradesh.
- b) The bidder should have a minimum annual turnover of Rs.30-00 lakhs in each during the last three financial years i.e. 2015-2016, 2016-2017 and 2017-2018.
- c) The bidder must have at least Ten (10) buses, out of which four (4) buses should necessarily be provided to IMUV having registration not older than 2017 in its name in Andhra Pradesh. A list of such vehicles with self-attested copies of Registration Certificate should be attached with the Tender.
- d) The bidder must have minimum three years' experience in supplying buses on rental basis to the reputed organizations particularly Central / State Government Departments, Public Sector Undertakings (PSU). The bidder will be required to submit along with the bid document a proof of successful and satisfactory completion of at least three contracts / work each amounting to a value of not less than Rs.10.00 lakhs per annum during the last three financial years i.e., 2016-17, 2017-18 and 2018-19.
- e) The tenderers should enclose copies of the following documents or otherwise the offer shall be summarily rejected.
 - i) Certificate of Registration / Incorporation.
 - ii) Registration Certificate with Provident Fund Authorities.
 - iii) Registration Certificate with ESI Authorities.
 - iv) Permanent Account Number.

- v) Registration Certificate of GST.
- vi) Audited Balance Sheet and Profit and Loss Account for the financial years 2015-2016, 2016-2017 and 2017-2018.
- vii) Contracts / Works in respect of Hiring of Buses rendered during financial years i.e. 2016-2017 and 2017-2018 and 2018-2019 showing the value of each.
- viii) Proof of successful and satisfactory completion of Contracts / Works during Financial Years i.e. 2016-2017, 2017-2018 and 2018-2019.
- ix) An undertaking from the bidder firm stating that it has not been blacklisted by any Central Government Department / Ministry / PSU/ Statement Government etc. must be attached with the bid document as per the format enclosed at **Annexure A**.

2. **Earnest Money Deposit (EMD)**

The bidder should deposit **Earnest Money Deposit (EMD)** amounting to **Rs.36,000-00** (Rupees Thirty Six Thousand only) in the form of Demand Draft drawn on any Nationalized / Schedule Bank payable in favour of Indian Maritime University, Visakhapatnam Campus payable at Visakhapatnam. The Demand Draft should be enclosed to the Tender Enquiry Document submitted and should not be sent separately. The Bid without EMD shall be rejected and no correspondence will be entertained in this regard.

3. **Refund of Earnest Money Deposit (EMD)**

The Earnest Money Deposit (EMD) of the unsuccessful tenderers will be refunded without any interest on placement of order on the successful tenderer. The EMD of successful bidder will be returned on receipt of signing of the agreement and on receipt of Security Deposit.

4. **EMD of the tenderers will be forfeited if -**

- a) The tenderer is not willing to abide by the terms and conditions after submission of tender

- b) The tenderer does not honour the services required by IMUV
- c) Withdraws the tender enquiry before receipt of final acceptance
- d) Fails to execute an agreement within the stipulated time.

5. **Security Deposit**

- a) The successful bidder will have to deposit **Security Deposit** equivalent to 10% of the Annual Contract Value in the form of Bank Guarantee (BG) from a Schedule Bank, duly filling the proforma of the Bank Guarantee format enclosed at **Annexure B**.
- b) The BG should be valid for sixty days beyond the date of completion of the contractual obligations. In case the contract is extended, the validity of Security Deposit received from the Contractor by way of BG will also be renewed.

Section-4-Schedule of Requirements

- 1 The Contractor is required to provide and operate Three (3) Nos. 17 Seater Mini Buses well maintained on all working days and as and when required by IMUV during the specified time with in the specified routes for transportation of personnel relating to IMUV.
- 2 The Contract for operating the Buses will be for a period for 2 (Two) years from the date of awarding of Contract, which may be extended at the same terms and conditions depending upon the requirement and administrative convenience.
- 3 Each of the Bus may run between 1200 - 1500 kilometers per month on average during the entire Contract period.

4 **Routes**

The buses shall run in the following routes as per the time specified and the Boarding Point indicated against each for picking up the personnel.

Route-1 (Approximately 66.8 Km for two Way)		
Tentative Boarding Time	Boarding / Dropping Point	Tentative Dropping Time
07:50	Rama Talkies Junction	19:30
07:53	RTC Complex	19:27
08:00	Old CBI	19:20
08:03	Visakha Eye Hospital	19:17
08:05	East Point Colony	19:15
08:10	Lawsons Bay Colony	19:10
08:12	Ushodaya Junction	19:08
08:15	Sector-1, MVP Colony	19:05
08:20	JR Nagar / Venkojipalem	19:00
08:23	Hanumanthawaka Junction	18:57
Thro' BRTS Road		
08:40	Gosala Junction	18:40
08:50	Vepagunta Junction	18:30
Via Pinagadi Junction		
09:15	Sabbavaram Junction	18:05
09:40	IMU Campus	17:40
01:50	Total Travel Time	01:50

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Route-2 (Approximately 56.4 kilometers for two way)		
Tentative Boarding Time	Boarding / Dropping Point	Tentative Dropping Time
08:00	Seethammadhara Junction	19:20
08:05	Gurudwara Junction (on Highway)	19:15
08:07	Akkayyapalem Junction (on Highway)	19:13
08:15	Industrial Estate (on Highway)	19:05
08:17	Birla Junction (on Highway)	19:03
08:20	R & B Office (on Highway)	19:00
08:25	NAD Junction (on Highway)	18:55
08:40	Gopalapatnam (Petrol Bunk)	18:40
08:50	Vepagunta Junction	18:30
Through Pinagadi Junction		
09:15	Sabbavaram Junction	18:05
09:40	IMU Campus	17:40
01:40	Total Travel Time	01:40

Route-3 (Approximately 52.4 kilometers for two way)		
Tentative Boarding Time	Boarding / Dropping Point	Tentative Dropping Time
08:00	State Bank of India Ramakrishna Puram (Petrol Bank)	19:20
08:03	Sriharipuram	19:18
08:05	Coromondel Gate	19:15
08:15	New Gajuwaka	19:05
08:20	Old Gajuwaka	19:00
08:30	Opp: Gajuwaka Police Station	18:50
08:45	Vadlapudi	18:35
09:15	Sabbavaram Junction	18:05
09:40	IMU Campus	17:40
01:40	Total Travel Time	01:40

Section-5-Terms and conditions

1. The Tenderer has to provide 17 Seater Mini Buses manufactured in the year 2017 or later and should be in perfectly good and sound conditions.
2. At the time of submitting the tender the agency should have the up-date clearance certificate and other required documents towards engagement of the vehicle.
3. The agency should have the valid Road permit and other documents as required by the concerned Regional Transport Authority for the vehicles that are being provided.
4. The Comprehensive Insurance, Road permit, Pollution Certificate and other necessary documents should be up-to-date. And these documents should be the responsibility of the Agency for providing the Vehicles.
5. The successful bidder will have to furnish copies of RTO Registration, showing the model, ownership, seating capacity, tax paid, road worthiness, Insurance etc., on any day before placement of the buses.
6. The contractor should abide by all statutory requirements for running the vehicle according to the hiring contract. The Indian Maritime University, Visakhapatnam except the contract price will have no responsibility and will in no way be liable towards taxes, penalties, cost of fuel, payment of wages to the driver, cleaner and Repairs & Maintenance, parking charges and toll tax, if any. Consumables like lubricants, tyres, battery and repair, maintenance, taxes, insurance etc. will be the contractor's liability.
7. The Indian Maritime University, Visakhapatnam will have no responsibility and will in no way be liable towards any of the accidents committed and for the damages to the vehicle or for the causality or loss of life, it will be the sole responsibility of the Contractor only.
8. The buses which are to be deployed for Indian Maritime University, Visakhapatnam Campus should be allowed to be inspected by Indian Maritime University, Visakhapatnam Campus before finalizing the contract. The buses should be free from any Mechanical trouble before being deployed and will subject to the

- inspection by a representative of the University. The decision of Indian Maritime University, Visakhapatnam Campus as regards the suitability of a particular vehicle being offered by the contractor shall be final and binding on the contractor.
9. The Contractor should have sufficient number of drivers having experience of driving in Visakhapatnam.
 10. The Contractor should ensure that the drivers employed hold valid driving license, are well trained, well behaved, reasonable educated, conversant with traffic rules / regulations and city road / routes as well as security instructions.
 11. Each driver should wear uniform while on duty. The drivers to be deployed should have got their antecedent verified by the local police.
 12. Punctuality will have to be ensured and log books shall be maintained by drivers. The drivers shall be responsible for proper completion of log books including obtaining the signature of the authorised representative of IMUV.
 13. When the hiring of vehicles commences, the vehicles and drivers should not be changed unless so requested for by IMUV.
 14. The Contractor/Agency or his nominated representatives must be easily available on telephone so that complaints, special instruction or call out for additional Bus requirements can be managed by such representative for implementation.
 15. Contractor shall make their own arrangement for providing lunch / dinner to the drivers.
 16. The University reserves the right to carry luggage on the engaged bus without any extra cost.
 17. The contractor shall run the Buses as per days and timings stipulated by Indian Maritime University, Visakhapatnam Campus and shall see that there is no delay in arrival or in early departure of the Bus.
 18. A plate / paint indicating **"on IMUV Duty"** will have to be provided both on front & back of the minibus. The buses are to be numbered as "Bus No-1", "Bus No-2" and

"Bus No-3" on the front and rear side of the buses. Both sides of the buses should be painted/stickered as name of the University Campus "Indian Maritime University, Visakhapatnam Campus" Telephone number of the University Campus to be mentioned on the rear side of each bus for the public to report any misbehaviour of driver, rash driving and violation of traffic rules etc.

19. The rate once quoted and accepted will be valid for a period of **TWO years** effective from the date of signing the contract. No request for revision of rates will be entertained during the period of the contract.
20. The successful bidder is required to execute a contract on Non-Judicial Stamp paper of Rs.100-00 value with the University for providing the Bus for a period of **TWO years**.
21. The payment will be made on monthly basis on submission of bills along with the Xerox copy of the log sheets duly signed by the Contractor and certified by the Officer nominated by IMUV for the purpose. Income Tax will be deducted at source at the prevailing rate as per Section 194-C of Income Tax Act. GST TDS will also be deducted as per Central Government Notification at the applicable rate from time to time
22. A clear notice of 30 days in writing to be given by either side for terminating the contract.
23. **Deductions**
 - a) Failure to report at the specified time can result in a penalty of Rs.400-00 for each lapse subject to a maximum 30 minutes late, beyond which the penalty shall be Rs.1000-00. In case of habitual late coming greater penalty can be awarded.
 - b) In case of breakdown of the vehicle on any day, another similar vehicle will have to be provided. In case of failure to provide another similar vehicle, a penalty of Rs.1000-00 per day will be imposed. This will be allowed only for

maximum of 7 days, after which management reserves the right to terminate the contract at the risk and cost of the Contractor.

- c) No unauthorized person should be allowed to travel in the vehicle when on IMUV official duty. Failure to comply with this provision can result in penalty of Rs.1000-00 on each occasion.
- d) The driver will have to be provided with a mobile phone. He will keep the mobile phone charged and in fully operative condition. Failure to keep / keep ON the phone would entail a penalty of Rs.100-00 per day subject to maximum of Rs.1000-00 per month.
- e) The vehicles will have to be maintained by the contractor in good running condition which includes at least the following:
 - i) Minimum noise of engine and body while running
 - ii) Tyres with proper treads
 - iii) Inflated Stephany, working headlights, tail lamps, indicators, speedometer, milometer, temperature indicator etc.
 - iv) Proper paint on the outside
 - v) Good condition of bumpers
 - vi) Proper locking of all doors
 - vii) Proper closing and opening of all windows
 - viii) Dusting of dashboard, rear board, matting, windows and body.
 - ix) Clean and hygienic condition to be maintained in the buses
 - x) Comfortable and well maintained seat with neat and clean seat covers.

Failure to maintain the same would invite penalty @ 1% of bill for each failure for the duration of the failure / lapse.

24. The enforcement of the terms and conditions as well as all the transaction entered into by the contractor with the University shall be deemed to have been taken place within the jurisdiction of Visakhapatnam court where the works are stipulated and any cause of action arising to the due to performance or breach of contract by either of the parties hitherto shall be deemed to have arisen within the jurisdiction of Visakhapatnam notwithstanding the residence or place of business of the contractor.

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Technical Bid

Sl. No	Particulars	Documentary Proof
1	Name of Tender	
2	Status (Proprietary/Partnership / Society/Company)	Indicate whether documentary proof enclosed Yes / No
3	Address of the Registered Office	
4	Telephone	
	Mobile	
	Email Address	
5	Name of the Contact person For day to day liaison	
6	Telephone / Mobile No. of the Contact person	
7	Permanent Account Number issued by the Income Tax Authorities	Indicate whether documentary proof enclosed Yes / No
8	Provident Fund Account Number	Indicate whether documentary proof enclosed Yes / No
9	ESI Code Number	Indicate whether documentary proof enclosed Yes / No
10	GST Registration Number HAN / SAC Code for the service offered	Indicate whether documentary proof enclosed Yes / No
11	Turnover over - 2015-2016 2016-2017 2017-2018	Indicate whether documentary proof enclosed Yes / No
	Rs. _____ Lakhs	
	Rs. _____ Lakhs	
	Rs. _____ Lakhs	

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12	Proof of successful and satisfactory completion of three contracts / Works each amounting to a value of Rs.10-00 lakhs per annum during the three years.	Indicate whether documentary proof enclosed Yes / No
13	List of 10 buses not older than 2017 along with copies of Registration Certificate and Insurance.	Indicate whether documentary proof enclosed Yes / No
14	Vehicles registered in the name of the tenderer / firm	Indicate whether documentary proof enclosed Yes / No
15	Undertaking on letter head stating that it has not been blacklisted by any Central Government Department/Ministry/PSU/ State Government etc. as per the proforma enclosed	Indicate whether documentary proof enclosed Yes / No

Signature and Seal of the Bidder

Place : _____

Date : _____

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PRICE BID

Sl. No.	Description	Quantity Nos.	Unit	Rate Rs.
1	Providing & operating of 17 Seater Mini buses (Force Tempo Traveller / Tata Winger or equivalent) well maintained along with well-dressed driver, fuel, all legal clearances from RTO, Labour authorities, Insurance Company etc. for transporting of personnel relating to Indian Maritime University, Visakhapatnam Campus in specified route	3 (Three)	Per month	In Figures Rs. _____ <hr/> In Words (Rupees _____ _____
2	GST as applicable			In Figures Rs. _____ <hr/> In Words (Rupees _____
3	Total with GST			In Figures Rs. _____ In Words (Rupees _____
4	Running of above Mini Buses beyond stipulated Kilometers per month exceeding 1500 Kilometers per month		Km.	In Figures Rs. _____ <hr/> In Words (Rupees _____

Signature and Seal of the Bidder

Place : _____

Date : _____

**FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD
WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION**

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

The Director

Indian Maritime University

Gandhigram

Visakhapatnam – 530 005

We hereby confirm and declare that we, M/s -----, is not blacklisted/
De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private
Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during
the last 5 years.

For -----

Authorised Signatory

Date:

Annexure - B
~~Enclosure - 2~~

FORM OF BANK GUARANTEE

Bank Guarantee No: _____

Date: _____ Valid up to _____

The Director
Indian Maritime University
Visakhapatnam Campus
Gandhigram
Visakhapatnam - 530005

Sir,

In consideration of Indian Maritime University having its Campus at Gandhigram, Visakhapatnam-530005, Andhra Pradesh (hereinafter referred to as "IMUV") which expression shall mean and include its successors and assignees and having an Order No. _____ dated _____ for _____ (hereinafter called "The Contract") which expression shall include all the amendments thereto with Indian Maritime University having its Registered Office at East Coast Road, Semmancherry, Chennai-600119 (hereinafter referred to as "The Contractor"), which expression shall unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assignees and IMUV having agreed that The Contractor shall furnish the IMUV a Bank Guarantee for Rs. _____ (Rupees _____)

only) as per the terms of _____ Tender Enquiry Document No. _____ dated _____ and Order No _____ Dated _____

We, _____ registered under the laws of India having its registered / head office at _____, (hereinafter referred to as the Bank) which expression shall unless repugnant to the context of meaning thereof, include all its successors, administrators, executors and permitted assignees do hereby guarantee and undertake to pay immediately on first demand in writing and any/all monies to the extent of Rs. _____ (Rupees _____ only) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by the IMUV, on the Bank by serving return notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute pending before any Court, Tribunal, Arbitrators or any other Authority and/or any other matter or things whatsoever, as liability under these presents being absolute and unequivocal. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by IMUV, in writing. This guarantee shall not be determined, discharged or affected by liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operating against the Bank. The Bank also agrees that IMUV of its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that IMUV may have in relation to the Contractor's liabilities.

The Bank, further agrees that IMUV shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extent time of performance by the said Contractor from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IMUV against the said the Contractor and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our

liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or omission on the part of IMUV or any indulgence by IMUV to the said Contractor or any such matter or thing whatsoever which under the laws relating to the sureties would, but for this provision have effect of so relieving us. The Bank further agrees that the guarantee herein contained shall remain in full force until _____ and all dues of IMUV under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till IMUV discharges the guarantee in writing, whichever is earlier.

This guarantee shall not be discharged by any change in our constitution, in the constitution of IMUV of that of the Contractor. The Bank confirms that this Guarantee has been issued with observance of the appropriate laws of the country of issue. The Bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Court of the place from where tenders have been invited.

We further agree that as between us and IMUV for the purpose of this Guarantee any notice given to us by IMUV that the money is payable by the Contractor and any amount claimed in such notice by IMUV shall be conclusive and binding on us notwithstanding any difference between IMUV and the Contractor or any dispute pending before any Court, Tribunal Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our constitution or that of Contractor. We also undertake not to revoke this Guarantee during its currency. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. _____ (Rupees _____ only) and Guarantee shall remain in force until _____.

We must receive any claim under this Guarantee before the expiry of this Bank Guarantee. If we have received no such claim by the said date, the rights of IMUV under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the IMUV's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ Day of _____ 2019 at _____

Date:

Authorized Signatory of the bank
(With Bank Seal)

Place:

Witness No.1

Witness No.2

