



श्री चित्रा तिरुनाल आयुर्विज्ञान एवं प्रौद्योगिकी संस्थान, जैवचिकित्सकीय प्रौद्योगिकी स्कंध
SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES AND TECHNOLOGY
BIO MEDICAL TECHNOLOGY WING

(एक राष्ट्रीय महत्व का संस्थान, विज्ञान एवं प्रौद्योगिकी विभाग, भारत सरकार)

(An Institution of National Importance, Dept. of Science and Technology, Govt. of India)

पूजप्पुरा, तिरुवनंतपुरम – 695012, केरल, भारत | Poojappura, Thiruvananthapuram – 695012, Kerala, India

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वेबसाइट / Website: www.sctimst.ac.in, ईमेल / Email: bmtstp@sctimst.ac.in

GLOBAL TENDER ENQUIRY

No. SCTIMST/BMT/GTE/8193-PMD/2023-24/01

Date: 11.12.2023

Online bids are invited in **TWO BID SYSTEM (Techno-Commercial Bid and Financial Bid)** from reputed/eligible and qualified firms/manufacturers for supply of following Goods.

Sl. No.	Brief Description of Goods	Quantity	Amount of Bid Security/EMD
1	ATOMIC FORCE MICROSCOPE	01 No.	₹ 2,45,000/-

CRITICAL DATE SHEET

Bid Published Date & Time	11.12.2023, 05.00 PM
Seek Clarification Start Date & Time	11.12.2023, 05.00 PM
Seek Clarification End Date & Time	18.12.2023, 05.00 PM
Pre-bid Meeting Date, Time & Venue	20.12.2023, 11.30 AM Online (<i>see details</i>)
Bid Submission End Date & Time	01.01.2024, 05.00 PM
Submission of Hard Copy of EMD & Techno-Commercial Bid End Date & Time	05.01.2024, 05.00 PM
Techno-Commercial Bid Opening Date & Time	06.01.2024, 11.30 AM
Online Price-Bid Opening Date & Time	Will be informed later

Contact Person:

The Sr. Purchase & Stores Officer, Biomedical Technology Wing, SCTIMST, Satelmond Palace, Poojappura P O, Thiruvananthapuram, Kerala, India - 695012.

✉ bmtstp@sctimst.ac.in/bmtpurimp@sctimst.ac.in ☎ 0471-2520228/428/458.

This equipment, Atomic Force Microscope (AFM) is already having relaxation for procurement through Global Tender Enquiry (GTE) vide Govt. of India, Ministry of Finance, Dept. of Expenditure OM No. F.4/1/2023-PPD dated 03.04.2023 - Annexure A, Serial No. 75 'Biological High - Resolution Atomic Force Microscopy'.

INSTRUCTIONS

1. Tender Enquiry documents are published in SCTIMST Website www.sctimst.ac.in, SCTIMST e-Tender/e-Procurement Portal www.tenderwizard.in/SCTIMST and CPP Portal www.eprocure.gov.in/cppp. The documents are downloadable free of cost.
2. Bids shall be submitted online only at SCTIMST e-Tender/e-Procurement Portal: www.tenderwizard.in/SCTIMST. Bidders are advised to visit this website regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry document.
3. Vendors should obtain the USER ID and PASSWORD from www.tenderwizard.com/SCTIMST by clicking on "Enrolment" link in the homepage.
4. The vendor registration fee has to be paid to KEONICS for Rs.2000/- plus tax. Using the e-payment link provided at the time of registration and the mode of payment are Credit Card, Debit Card and Internet Banking. Vendor Registration is valid for a period of One Year. For further details on e-Tender participation, bidders may contact KEONICS Help Desk over Telephone Nos. 080-49352000/9746428200 (Mr. Vijay, Kerala Executive) or Email IDs harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com, twhelpdesk908@gmail.com.
5. All bids should be accompanied by **Earnest Money Deposit (EMD) of ₹ 2,45,000/- (Rupees Two Lakhs Forty-Five Thousand Only)**. EMD may be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt or Banker's Cheque in favour of Director, SCTIMST or a Bank Guarantee. The format of Guarantee Bond in lieu of EMD is available in '[Appendix-2](#)'. However, in case of foreign bidder(s), Bank Guarantee in equivalent Foreign Exchange amount from any of the Scheduled Commercial Bank in India should be accompanied. **Tenders not accompanied with requisite EMD shall automatically stand rejected.**
6. The Earnest Money Deposit shall be valid for a period of **Forty-Five (45) days** beyond the validity period of the bid. The validity period of Bid is 180 days from date of Techno-Commercial Bid opening and hence the Earnest Money Deposit shall be valid for 225 days from Techno-Commercial Bid opening date. **The EMD shall be enclosed only with Techno-Commercial Bid.** A scanned copy of EMD shall be uploaded with the Online Techno-Commercial Bid.
7. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the Techno-Commercial bid. Under MSE category, only manufacturers

for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

8. The bid should be submitted either by the Principal Manufacturer or its authorized agent/dealer, both cannot bid simultaneously for the same item/product in the same tender. Bids of OEM would be considered in case both manufacturers and agent/dealer have quoted. If an agent has submitted the bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item. One Principal/OEM can also authorize only one agent/dealer in a tender.
9. **The Financial Bid has to be submitted ONLINE only. The Techno-commercial bid has to be submitted without any price related information. Techno-Commercial bids containing price related information will be summarily rejected.**
10. Bidders shall not tamper/modify the downloaded BOQ Excel template in any manner. In case if the same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
11. The Director of the Institute reserves the right to accept the offer by individual items and reject all or any of the tenders or in whole or part without assigning any reason thereof and does not bind itself to accept lowest quotations.
12. Clarifications, if any with regard to tender documents may be communicated/sought well in advance before the closing date of the tender. Bidders may simulate online bid submission (Techno-Commercial & Financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during bid submission online shall be entertained in the last week of bid submission.

Details of Pre-Bid Meeting

Date: 20.12.2023

Time: 11.30 AM IST

Link for Video-Conferencing: [Click Here](#)

Webex Meeting Number: 2641 917 9338

Password: SCTIMST (7284678 from phones and video systems)

Prospective bidders are advised to email their pre-bid queries latest by 18.12.2023, 05.00 PM to 'bmtpurimp@sctimst.ac.in' and requested to participate in the online meeting as per the above schedule.

TERMS & CONDITIONS

1. The tender(s) must be submitted as per the below terms and conditions. Wherever the hard copy of tender documents are requested, it should be free from corrections/erasures. In case there is any unavoidable correction(s), it should be properly attested. If not the tender(s) will not be considered. Further, tender(s) written in pencil will not be considered.
2. All offers should be accompanied with detailed specifications, relevant documents as elaborated in '[Annexure-1](#)' & '[Annexure-2](#)'.
3. Bids should be accompanied with illustrated catalogue, brand, model number, make, literature, write wherever applicable.
4. The bidder should declare whether they are manufacturer, accredited Agents, or sole representative (indicating the name of Principal) on the top of the Bid.
 - (a) In case of agents quoting in offshore procurements, on behalf of their principal manufacturer(s), one agent cannot represent two manufacturers or quote on their behalf in particular tender. One manufacturer can authorize only one agent / dealer. Only one bid, either from principal manufacturer directly or through one Indian agent on his behalf or Indian/ foreign agent on behalf of principal manufacturer shall be entertained.
 - (b) Agency Commission, if any should be payable to Indian agent at the rate prescribed by the foreign tenderers as per quote.
5. In case the items coming under the provisions of Drugs & Cosmetics Act & Rules, the following should be submitted :
 - (a) For imported items: Central Drugs Controller Certificate from Central Drugs Standard Control Organization, New Delhi.
 - (b) For indigenously manufactured items: Certificate issued by State Drugs Controller
6. This Institute reserves the right to accept the offer by individual items and reject any or all tenders without assigning any reason thereof and does not bind itself to accept lowest quotations.
7. The prices quoted should be EX-WORKS/FOB/CIF/CIP in foreign currency by Ocean Freight/Air Freight. If the tenderer prefers to quote in INR, then the prices quoted should be FOR Thiruvananthapuram for delivery at our Institute Campus. (This clause is applicable as per the mode of quote). If the price quoted is CIF, break up of price for freight and insurance to be indicated separately. Rates quoted should not be revised till the supplies are completed and the rate shall be valid for 180 days from the date of opening of bid.
8. For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP, Yen and etc. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the Price Schedule and will be payable in Indian Rupees only after satisfactory supply, installation and acceptance of the goods.

9. In case of no quotes against a particular item in the tender(s), this should be clearly mentioned along with reasons. The prices quoted should not be revised till the supplies are completed. The rates should be quoted in words and figures. In case of difference in quote(s) written in figure and words arise, the amount written in words will be treated as quoted rate. Rates quoted should be free delivery at destination including all charges otherwise the tender is likely to be rejected. Prices quoted for free delivery at destination will be given preference. If there is no indication regarding the FOR, in the tender, then it will be considered as FOR destinations. Price quoted should valid for a minimum period of six months from the date of opening of the tender. GST applicable should be mentioned separately in support of HSN code. If no indication regarding GST is recorded in the tender the GST will be considered as included in the quote(s).
10. If an Indian Agent is participating on behalf of a foreign manufacturer then the following documents should be furnished along with the financial bid:
 - (a) The foreign principal's Proforma Invoice indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian agent shall be furnished.
 - (b) Copy of the agency agreement with the foreign manufacturer and the precise relationship between them and their mutual interest in the business.
11. The bidder should be a manufacturer or its authorized agent (an agent should submit Manufacturer Authorization Form as per '[Proforma-1](#)' to quote and enter into a contractual obligation).
12. The bidder should have successfully executed at least 02 (two) separate orders, of the similar equipment/goods meeting major parameters of technical specification, in last 05(five) years from the date of Tender Opening, in any other Govt. Institutions/PSU/Public Listed Companies in India.
13. The bidders/firms identifying as MSE and/or Start-up are eligible for relevant exemption/relaxation/preference as per Govt. of Policies. However, this does not exempt any bidder/firm/manufacturer from fulfilling the quality requirements.
14. The Bidder/OEM/Indian Agent shall give an affidavit as under:

"We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money deposit."
15. The purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Financial Bid.
16. The documents to be furnished in both the bids are given in '[Annexure-2](#)'. Techno-Commercial bid will be opened and evaluated first. Financial bid of technically qualified bidders will be opened on prior intimation. In case of items quoted in currencies other than Indian Rupees, all such quoted prices of the responsive bidder will be converted to a single

currency viz., Indian Rupees for the purpose of equitable comparison and L1 evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions as on the date of Techno-Commercial Bid opening. Negotiation will be conducted with the lowest qualified tenderer only, if required.

17. **Comparison of Bids:** The comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis. The quoted prices and CAMC prices will also be added for comparison and L1 evaluation.
18. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L1+ 15% (Selected by Buyer) of margin of purchase preference/price band defined in relevant policy, such Seller shall be given opportunity to match L1 price and contract will be awarded for 25%(selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. In case of tender item cannot be split or divided, the MSE quoting a price within the band L1+15% will be awarded for full/complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs. If the bidder is an MSE, it shall declare the status in the bid document and UDYAM Registration Certificate shall be furnished along with the Techno-Commercial Bid.
19. **Purchase preference to Make In India:** Preference shall be given to Class 1 local suppliers as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier will be 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.
20. Foreign bidders may kindly note that the Buyer is obligated to give preferential treatment to domestic bidders (manufacturers, suppliers) in this tender and the imported item can be ignored in favour of the bidder quoting under Make in India Policy of the Govt. of India.
21. If the bidders fail to declare its status and/or fails to claim the policy benefit/preference/exemption etc. and/or fail to submit necessary documents/certificates in support of its claim at the time of bidding itself, its claim shall not be entertained at a later stage in the bidding process.

22. **Restrictions under Rule 144 (xi) of GFR 2017:** Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (i.e. Registration Committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT)). The bidder shall furnish a declaration to this effect as per '[Appendix-1](#)'.
23. **Warranty:** The Warranty period of the supplied products shall be a minimum of **3 Years** from the date of final acceptance of goods after completion of installation, commissioning & testing of goods, at consignee location. If any warranty charges in addition to standard warranty of the equipment are included in the total cost quoted to fulfil the tender condition of three years warranty, the same shall be mandatorily mentioned in the 'Format-D' in BOQ Excel Sheet and uploaded along with Financial Bid. The warranty period shall be mandatorily mentioned in OEM Authorisation Certificate in '[Proforma-1](#)'. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the warranty period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in India for attending the after sales service. Details of Service Centers near consignee destinations are to be uploaded along with the bid.
24. **Comprehensive Annual Maintenance Contract (CAMC):** As per Institute general policy, the maximum CAMC charges after warranty period will be 5% of the "Cost of the equipment for AMC/CAMC calculation" as worked in 'Format-D' in Financial Bid. The CAMC charges shall be quoted in percentage rate and escalation in CAMC charges shall be allowed at maximum 5% after every three years of CAMC. The CAMC charges quoted by the bidder in 'Format-E' shall be taken into account for arriving the lowest responsive bidder. Quoting of CAMC charges in excess of Institute's general policy, if any, may require negotiation, if found necessary, after selection of L1, subject to terms and conditions in the tender and agreed by both the parties.
25. The actual CAMC value to be payable after warranty period shall be furnished in 'Format-E' based on the "Cost of the equipment for AMC/CAMC calculation". The "Cost of the equipment for AMC/CAMC calculation" shall not include additional warranty cost (if any), cost towards Installation, Commissioning and Testing (in addition to the original equipment cost of the OEM), cost of transportation including import customs duty, Agency commission, any specific excluded items from CAMC as per the tender condition and also GST included in the product cost quoted. The cost of the equipment for AMC/CAMC calculation shall be mandatorily furnished in 'Format-D' available in Financial Bid (BOQ Excel Sheet). The CAMC charges have to be quoted only in INR excluding GST in 'Format-E' available in Financial Bid (BOQ Excel Sheet). In respect of equipment quoted in foreign currency, the work orders for CAMC after warranty period will be issued by taking into account the exchange rates established by the Reserve Bank of India for similar transactions as on the date of Techno-Commercial Bid opening or the CAMC charges quoted in the bid whichever is less, which will be subject to the conditions specified in the Purchase Order and agreed by both the parties.
26. The Warranty and CAMC conditions as per tender should be applicable for the third party items, if any supplied. The successful bidder shall furnish the agreement executed in this regard with the third parties as and when called for. The genuineness of price quoted for the

equipment/accessories are very important and this price shall not be loaded with any other cost. A line of confirmation in this regard shall be furnished along with Techno-Commercial Bid.

27. **Annual Maintenance Contract (AMC):** As per the Institute's general policy, the maximum permissible AMC charges after warranty period will be 2.5% of the Total cost after excluding certain items from Total cost as given in 'Format-D' available in Financial Bid (BOQ Excel Sheet). The AMC charges have to be quoted in INR (excluding GST) in 'Format-F' available in Financial Bid (BOQ Excel Sheet). Escalation of maximum 5% will be allowed after every three years of AMC. The 'Cost of the equipment for AMC/CAMC calculation' shall not include additional warranty cost (if any), cost towards installation, commissioning and testing (in addition to the original equipment cost of the OEM), cost of transportation including import customs duty in the case of fully finished imported goods quoted in INR, specific excluded items from AMC/CMC as per the tender condition, agency commission and also GST, if any, included in the Total cost. In respect of equipment quoted in foreign currency, the work orders for AMC after warranty period will be issued by taking into account the exchange rates established by the Reserve Bank of India for similar transactions as on the date of Techno-Commercial Bid opening or the CAMC charges quoted in the bid whichever is less, which will be subject to the conditions specified in the Purchase Order and agreed by both the parties.
28. The successful bidder shall enter into AMC/CAMC as chosen by SCTIMST, three months prior to the completion of warranty period. The AMC/CAMC will commence after the date of expiry of warranty period from the date specified in the work order and agreement, if any, executed in this regard, which will be treated as the first year of AMC/CAMC.
29. **List of essential spares:** If the equipment contains any essential spares and consumables, the price should be frozen for minimum 3 years after warranty period. The price list should be furnished online in Financial Bid.
30. **Scope of Supply:** Scope of Supply in this tender shall include supply, installation, commissioning, testing & training of the equipment. Supplier shall undertake installation, commissioning, testing & training at our facility free of charge.
31. If the item involves software, tenderer should obtain software license in the name of 'The Director, SCTIMST' and the paper license/email license to be transferred to the Institute.
32. **Performance Guarantee/Security Deposit:** For all supplies/contract above rupees one lakh, the successful tenderer should furnish a Performance Guarantee/Security Deposit @ 10 percent of purchase order value excluding GST against the item with warranty in the form of Fixed Deposit or Bank Guarantee from a nationalized /scheduled bank having a validity period of 60 days beyond the completion of all contractual obligations including warranty obligation of the supplier. The format for bank guarantee is given in '[Appendix-3](#)'.
33. The successful bidder shall have to confirm the purchase order within seven days from the date of receipt of purchase order otherwise the purchase order will be deemed to be accepted by vendor. In case the selected bidder notices any mistake in the contents of the order, he/they must bring the same to the notice of the Institute and seek clarifications. However, selected bidder will have to bear the responsibility for failure to take this action.

34. The successful bidder shall submit the pre-installation requirements like Civil/ Electrical works, Air Conditioning etc. within 2 weeks from the date of receipt of order or establishment of Letter of Credit as the case may be.
35. All supplies are subject to inspection and approval before acceptance. Manufacturer/ supplier warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable. In case of non-acceptance, the materials should be taken back within seven days of intimation with the risk of supplier and the rejected items should be replaced within ten days from the date of non-acceptance. In case of failure from the part of bidder to take back the rejected item from the Institute premises, ground rent will be charged from the bidder as per Institute Policy prevailing at the time of such rejection.
36. **Delivery Period:** The supplier shall deliver the goods and perform the services under the contract within **45 days** from the date of receipt of the Purchase Order unless otherwise specified in the contract. Installation should be completed within 15 days from the date of delivery.
37. Delivery period required for supplying the material should be invariably specified in the bid. The consignment shall be delivered to the concerned user department/lab at the Bio Medical Technology Wing, SCTIMST, Poojappura, Thiruvananthapuram between 9:00 AM to 4.00 PM on working days.
38. Customs Duty, GST rate, packing, forwarding, transportation cost etc., if payable should be mentioned in the tender separately. Any exemptions on above may be mentioned.
39. SCTIMST reserves the right to modify the quantity specified in this tender.
40. Mode of payment should be indicated. The acceptable payment modes are following:
 - (a) **For foreign currency:**
 - i. 70% against negotiation of documents through irrevocable Letter of Credit. 30% against successful installation and commissioning. (As a pre-condition to open LC, the successful tenderer should furnish Performance Guarantee / Security Deposit @10% of the total assignment value (purchase value) in the form of Fixed Deposit or Bank Guarantee from the nationalised/scheduled bank which would be valid for a period of 60 days beyond the completion of all contractual obligations of the supplier including warranty).
 - ii. Wire Transfer will be applicable only after the receipt of the items, Bank Guarantee and original documents such as Invoice, Certificate of Origin, Air Way Bill, Insurance etc.
 - (b) **For INR:** Electronic Transfer (NEFT) within 30 days of satisfactory installation and commissioning of system.
41. Proforma Invoice in triplicate should mention whether Ex-Works / FOB / CIF (Trivandrum), For CIF (Trivandrum) rates for Air freight & Ocean Freight should be separately indicated.
42. All bank charges outside India are levied to the beneficiary's account.

43. In the case of import purchase, following should be provided for negotiation of documents.
- (43.1) Airway bill / Bill of Lading
 - (43.2) Certificate of Country of Origin of the goods to be given by the seller OR a recognized Chamber of Commerce
 - (43.3) Detailed Packing list
 - (43.4) Detailed item wise Invoice in original
 - (43.5) Insurance certificate
 - (43.6) Manufacturer's Guarantee and Inspection certificate.

44. Copy of Technical/Service manual should be provided along with the equipment free of cost.

45. **Penalty clause:**

(45.1) **Delay in Delivery**

(i) If the delivery of purchased goods is not effected on due date as specified in the Purchase Order, the Director, SCTIMST will have the right to impose penalty at 0.5 percent per week subject to a maximum of 10 percent of order value.

(ii) If the deliveries are not effected as per schedule and due to that account, Institute is forced to buy the material at the risk and cost of the defaulting supplier from elsewhere, the cost towards loss or damage sustained thereby will be recovered from the defaulting supplier.

(45.2) **Performance (during Warranty period)**

Supplier should ensure uninterrupted service delivery of the equipment during the warranty period. In this regard following conditions also may be noted:

- a) In case of failure of equipment or its components, breakdown call has to be attended within 48 hours of intimation.
- b) The defect should be rectified within two days after the call is attended, failing which replacement or standby equipment should be provided for uninterrupted services.
- c) In case of non-adherence to clause (a) or (b) above, downtime penalty will be realised a sum equivalent either the repairing charges met by the Institute to set right the equipment or 0.5 percent per day of cost of the equipment, whichever is higher, from the date of report of breakdown by way of deductions from Security Deposit/Performance Bank Guarantee.
- d) The time spent on the repair work will be added to the warranty period of the equipment.

(45.3) **Performance (during CMC/AMC period):**

Uptime means 95 percent of total days in a year during which the equipment remains functional. Down time means any shortage in achieving the up-time. Down time penalty will be levied as per following terms and condition:

- a) In the case of CMC, it shall be the responsibility of the service provider to set right the equipment and avoid down time. Down time penalty will be imposed @ 0.5 percent of contract value per day from the service provider.

- b) In case auxiliary units/components attached to the main equipment undergoes failure and the main equipment provides uninterrupted services, down time penalty will be imposed @ 0.1 percent of contract value per day per auxiliary unit from the service provider.
- c) Service provider should ensure rectification of defect of equipment within a reasonable period in the case of Annual Maintenance Contract. In case break down is not attended within 48 hours of intimation, down time penalty will be imposed @ 0.5 percent per day of contract value from the service provider.

46. Liquidated Damages:

(46.1) If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract.

(46.2) If any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default

47. **Recovery Clause:** All losses liquidated or otherwise due to the violation of terms and conditions of the Purchase Order or defective documentation will be to the Supplier/Agent's account.

48. In case the quote is not according to the above terms and conditions, the same will be summarily rejected. Further, false certification in the compliance statement and misrepresentation of facts may attract blacklisting of bidder.

49. All correspondence after tender submission will be by e-mail only and the companies should provide their valid e-mail id and should keep it updated.

50. The bidder submitting the tender would be deemed to have considered and accepted all the terms and conditions. The bidder shall mandatorily furnish 'Tender Acceptance Form' in '[Proforma-3](#)'.

51. Dispute clause: Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Thiruvananthapuram only.

Sd/-
DIRECTOR

ANNEXURE - 1

TECHNICAL SPECIFICATIONS AND GENERAL REQUIREMENTS FOR ATOMIC FORCE MICROSCOPE (AFM) - QTY. 01 NO.		
Parameters	Requirement	Specifications
1. AFM System features	(a) AFM Scanning configuration	XYZ tip-scanning configuration
	(b) Essential features	<ul style="list-style-type: none"> i. Inbuilt active vibration isolation, airflow protection, scanner, CCD camera, and micrometer translation stages and all these come in as an integrated single unit. ii. The AFM should come as a standalone system, and not an additional/optional/extension feature of other microscopy/spectroscopy techniques.
	(c) Sample size	accommodate sample sizes ≥ 100 mm in diameter and height ≤ 40 mm
	(d) Material compatibility	capable of imaging materials and biological samples (such as polymer thin films, metals, ceramics, fibers, biological cells, tissue, cast polymer films, and spin-coated films) in the air as well as in liquid media.
	(e) Integrated manual sample positioning translation stage size:	≥ 20 mm x 20 mm travel in XY.
	(f) Features of cantilever holder	<ul style="list-style-type: none"> i. Ample choice of magnetically attachable/detachable cantilever holders with mounts to accommodate standard commercially available cantilevers with alignment grooves for automatic self-aligning of the laser. ii. The Cantilever holder should be compatible for accommodating commercially available AFM cantilevers without alignment grooves.
	(g) Anti-vibration table	Inbuilt active anti-vibration table (min. 25 dB (94.0%) at 5 Hz, 40 dB (99.0%) above 10 Hz) with detection of non-adjustable external vibrations and consequent automatic re-measurement of the current scan line.
	(h) Mode of Operation	<ul style="list-style-type: none"> i. Contact mode AFM – Height/Topography, deflection and Friction imaging.

		<ul style="list-style-type: none"> ii. Tapping/intermittent mode AFM – Height/Topography, Phase, amplitude imaging iii. Lateral Force Microscopy iv. Force Modulation microscopy v. Magnetic Force Microscopy vi. Force-Distance spectroscopy vii. Electrostatic Force Microscopy viii. Lithography ix. AFM Nanoindentation x. Imaging in liquid
2. Scanner	(a) Principle	Flexure-based XY scanner and decoupled piezo-based Z-scanner. Piezo tube scanners are not acceptable.
	(b) XY axes Scanning range	$\geq 100 \mu\text{m}$
	(c) Z-axis scanning range	$\geq 12 \mu\text{m}$.
	(d) The noise levels of Z-measurement	$\leq 40 \text{ pm}$ (RMS, dynamic mode in air).
	(e) The noise levels of the optical Z position sensor	$\leq 180 \text{ pm}$.
	(f) Modes of operation	Option for selecting Z-scanner operation in open and closed loop mode.
3. Laser and Detector	(a) Low noise, High speed four quadrant type detector	Noise level $\leq 100 \text{ pm}$.
	(b) Operating wavelength AFM laser	Range: $\geq 645 \text{ nm}$ and $\leq 655 \text{ nm}$.
	(c) Laser on/off	Controlled through the software
	(d) Laser adjustment	Software-assisted manual adjustment of laser spot must be possible.
	(e) Laser source	Choice between red laser and near-infrared super light emitting diode (SLD)
4. System Optics	(a) The resolution of the optics	$\leq 2 \mu\text{m}$.
	(b) Direct Optical Video Access by CCD	The AFM must include top and side view optics and a camera. Optical images of the surface of the scanning AFM cantilever/probe as well as that of the sample surface should be viewable from top and side view in real-time.
	(c) Illumination	Software-controlled white LED illumination.
	(d) Camera features	<ul style="list-style-type: none"> i. 5-megapixel or higher camera

		ii. Motorized focus and digital zoom will be preferred
5. AFM System Controller	(a) Analogue to Digital Converter (ADC) and Digital to Analogue Converter	≥ 24 Bit ADC and DAC for Zoom-In and precise acquisition.
	(b) Processor	Field Programmable Gateway Array (FPGA) Module & Embedded Processor ALTERA FPGA, 32Bit NIOS-CPU.
	(c) Operating system	≥ 256 MB RAM, 80MHz, multitasking operating system.
	(d) Excitation & Modulation Outputs	≥ 4 x 16Bit DAC, 20MHz
	(e) X/Y/Z-Axis Scan & Position Controller	≥ 3 x 24Bit DAC, 200kHz
	(f) X/Y/Z-Axis Position Measurement	≥ 3 x 24Bit ADC, 200kHz
	(g) Analog signal input bandwidth	DC to 5MHz
	(h) Main Input Signal capturing	≥ 2 x 16Bit ADC, 20MHz, 2 x 24Bit ADC, 200kHz
	(i) Additional User Signal Outputs:	≥ 3 x 24Bit DAC, 200kHz
	(j) Additional User Signal Inputs	≥ 3 x 24Bit ADC, 200kHz
	(k) Additional Monitor for Signal Outputs	≥ 2 x 24Bit ADC, 200kHz
	(l) Digital Synchronization	≥ 2 x Digital Out, 2 x Digital In, 2 x I2C Bus
	(m) Communication to PC	USB 2.0 Hi-Speed or better
	(n) System synchronization	10MHz internal quartz or external clock
6. Quality certificate	Compliance of the Quality management system of the AFM manufacturer to International Standard valid for the development, manufacturing and sales of high-precision measurement equipment.	The manufacturer of the AFM system should be ISO 9001: 2015 certified.
7. Computer	(a) Essential features	With all the required software loaded into a computer.
	(b) Brand	Reputed Brand

	(c) Processor	10th /12th/13th generation Intel Core i5 Processor with 2.5 GHz base frequency, 6 Cores, 12 MB Cache or higher
	(d) Motherboard	i. Motherboard with compatible Intel chipset ii. Built-in graphics option should support minimum 1920x1080 resolution (should support the native resolution of monitor)
	(e) Memory	i. 8 GB (2x4GB) DDR4 2666/3200 MHz SDRAM ii. Should support up to 32 GB memory
	(f) Graphics	Integrated Graphics
	(g) Solid State Drive	i. 512 GB M.2 2280 PCIeNVMe ii. Operating system should be loaded in SSD drive.
	(h) Peripheral Interfaces	i. Two USB 3.0 ports ii. Four USB 2.0 ports iii. One HDMI port
	(i) Operating System	Windows 10/11 Professional 64 bit
	(j) Hard disk drive	1 TB 7200 RPM SATA 3.0GB/s
	(k) NIC	Integrated 10/100/1000 Mbps Ethernet controller
	(l) Monitor:	24 inch Full HD(1920x1080) LED-backlit monitor
	(m) Keyboard	Standard 104 key keyboard
	(n) Mouse	3-button scroll mouse
	(o) Form factor	Tower/Mid Tower/Micro Tower
8. Software	(a) AFM control and Image acquisition software	<ul style="list-style-type: none"> i. Licensed software package for AFM control and operation of all modes of the instrument, laser and photodiode detector alignment, cantilever tuning for phase contrast imaging, cantilever spring constant calibration, image acquisition, and image processing. ii. Acquisition software has to be compatible with Microsoft Windows 10 /11 Professional. iii. Provision for software-controlled manual AFM tip approach, automatic Tip engagement, and Tip retraction. iv. In case a scan is disturbed along a line, there should be an option for rescanning the disturbed line. v. Sample Navigator: Assistant for localized pan and zooming within a large area scan. vi. Acquisition of Scan and Retrace images.

		<ul style="list-style-type: none"> vii. Force-spectroscopy measurement. viii. Option for Deflection sensitivity calibration of AFM cantilever.
	(b) Image analysis software	<ul style="list-style-type: none"> i. Separate software has to be provided for AFM data analysis. ii. Acquisition and analysis software has to be compatible with Microsoft Windows 10/11 Professional. iii. AFM analysis software should have the following minimum features: iv. 2D and 3D visualization, analysis –surface roughness RMS measurement, line profile, measure length and angles, step height measurement, Region of interest selection, image flattening, color scale, cantilever spring constant calibration, adhesion Force measurement, modulus and stiffness measurement, reporting/exporting options, Spatial and Fourier Low-Pass Filtering, Histogram Equalization, Zooming, Contrast enhancement, noise removal, and Slope Correction.
9. Accessories	Accessories for the smooth operation of the instrument.	Calibration sample for XYZ scanner calibration, Minimum of 10 numbers of contact and Tapping mode AFM tips, Tweezers for handling AFM tips and samples, and minimum 10 number of AFM sample support magnetic stainless steel disc (≤ 10 mm diameter ≤ 15 mm).
10. Power supply	Compatible with the Indian power supply	AFM, Controller, and Computer systems should be Compatible with the 240 V AC, 50 Hz supply available at the site.
11. Installation and Training	Installation and training	The AFM system must be installed and demonstrated by factory-trained engineers on our site free of charge. Comprehensive on-site training shall be provided to users to their satisfaction for a minimum of two days.
12. Warranty and Support	Warranty and Support	<ul style="list-style-type: none"> i. A total of 10 years of support including warranty of 3 years and AMC & CMC for 7 years. ii. The software updates shall be provided free of cost throughout the normal lifetime of the product.
13. Optional Upgrades	Provision for future upgradation.	<ul style="list-style-type: none"> i. The capability of integrating with a single objective digital inverted microscope for combined AFM and Fluorescence imaging of cells.

		<ul style="list-style-type: none">ii. Option to upgrade to Fluid manipulation using AFM tips with aperture for injecting or extraction of fluids on single cells.iii. Upgradation for cell manipulation works such as insertion, extraction, lithography in liquid, and colloidal probe microscopy by using hollow cantilevers.
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CHECK LIST FOR TECHNO-COMMERICAL BID

A. Online Technical Bid

Online Technical Bid consists of the following:

1. Scanned copy of EMD
1. Copy of GST Registration Certificate.
2. Copy of PAN Card
3. Clear specification matching as given in the tender document
4. Product No/Catalogue No./Model (Catalogue/Brochure in original to be attached)
5. Valid authorisation from the OEM, if bid is submitted by the agent and distributors (as per [Proforma-1](#))
6. Certification regarding genuinity of the price quoted, warranty charges and agency commission, if any (as per [Proforma-2](#))
7. Technical features
8. How old is this technology & when is going to be discontinued, when is the upgraded/updated version likely to come, additional features very particulate to the system.
9. If workstation or PC is quoted, its full configuration, brand, model No. etc.
10. AMC/CAMC coverage items
11. History of service and maintenance support in the Institute.
12. List of Installations in public sector/private sector with contact person: Name, Designation & Telephone No.
13. Copies of Purchase Orders issued by Government Organisations in India to prove experience.
14. List of essential spares
15. Tender acceptance form as per [Proforma-3](#)
16. Certificate of quality like USFDA 510K CLEARED/BIS/CDSCO/AERB
17. UDYAM Registration Certificate/Startup Registration Proof if claiming waiver/exemption/relaxation/preference if any.
18. Make in India - Local Content certification by OEM as per Preference to Make in India Policy of Govt. of India (This is not applicable to non-local/foreign bidders).
19. Filled Check list & Compliance Statement in the excel format provided in e-tender portal.
20. Declaration as mandated under GFR 144 (ix) (see '[Appendix-1](#)')

B. Hard Copy of Techno-Commercial Bid & Original EMD

The hard copy of the Techno-Commercial Bid as specified above with the original EMD should be addressed to “The Director SCTIMST, Kind Attn: Senior Purchase & Stores Officer, Bio Medical Technology Wing, Satelmond Palace Campus, Poojappura, Thiruvananthapuram, Kerala, India - 695012” in the sealed envelope super scribed as "Techno-Commercial Bid", "Tender No.", "Item Name" and "Due Date". The sentence "NOT TO BE OPENED BEFORE due date and tender opening time" is also to be printed on this envelope. No information or documents pertaining to price shall be submitted along with the Techno-Commercial Bid.

C. Financial Bid

Financial Bid in the prescribed formats A,B,C,D,E & F should be submitted in ONLINE MODE ONLY. The tender will stand rejected if the price bid is submitted along with online/hardcopy of techno-commercial bid.

PROFORMA - 1

MANUFACTURER'S AUTHORISATION FORM

The Director
Sree Chitra Tirunal Institute for Medical Sciences and Technology
Medical College P.O,
Thiruvananthapuram-695011

Dear Sir/Madam,

Ref: Tender No _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the bid*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred tender documents for the above goods manufactured by us.

We also state that we are not participating directly in this bid for the following reason(s):
_____ (*please provide reason here*).

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred tender documents for the above goods manufactured by us.

We also hereby extend our full warranty, CAMC as per terms & conditions of the tender.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly.

Yours faithfully,

[*Signature with date, name and designation*]
for and on behalf of Messrs _____
[*Name & address of the manufacturers*]

Note:

- 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
- 2. Original letter may be sent.*

CERTIFICATE BY THE BIDDER

(on Company Letter-head)

We M/s..... hereby certify that the price of the equipment/accessories quoted in this Tender No..... dated is as per the existing market rates for the offered product and the total product cost quoted does not include any cost to compensate for the loss, if any, in the AMC/CAMC charges.

(Strike out the following certification, whichever is not applicable)

Further, we also certify that:-

A. Warranty Charges

1. The equipment/accessories quoted in this bid is having OEM/bidder free warranty of three years and the total cost quoted in the bid does not include any warranty charges to fulfil the tender condition of three years warranty.

OR

2. The equipment/accessories quoted in this bid is having OEM/bidder free warranty of years only and the cost of warranty for years are included in the total cost quoted to fulfil the tender condition of three years warranty. The warranty cost for years as mentioned above are included in the 'Format-D' in BOQ Excel Sheet and uploaded along with Financial Bid.

B. Agency Commission

1. The bid price quoted in the Financial Bid does not include Agency Commission

OR

2. The bid amount includes Agency Commission and the details are included in 'Format-D' and uploaded along with Financial Bid.

Place:

Date:

(Signature of the Bidder, with Official Seal)

PROFORMA - 3

TENDER ACCEPTANCE FORM

(on Company Letter-head)

The Director
Sree Chitra Tirunal Institute for Medical Sciences and Technology
Medical College P.O,
Thiruvananthapuram-695011

Dear Sir/Madam,

Ref: Tender No _____ dated _____

We, the undersigned have examined the above mentioned Tender document, including amendment/corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (*Description of Goods and Services*) in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the Tender documents as per its terms and conditions, in accordance with the delivery period specified.

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Organisations/Institutes. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/corrigendum if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the bid security.

Place:

Date:

(Signature of the Bidder, with Official Seal)

APPENDIX - 1

Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs),2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Competent Authority and procedure for Registration

The competent authority for the purpose of registration under this order shall be the Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India.

Model Certificate for Tenders to be Submitted by the Bidder

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

APPENDIX - 2

GUARANTEE BOND FOR EARNEST MONEY DEPOSIT

In consideration of the Director, Sree Chitra Tirunal Institute for Medical Sciences & Technology, Thiruvananthapuram, Kerala (hereinafter called the “Purchaser”) having agreed to exempt M/s.....(hereinafter called the said “Contractor”) from the demand under the terms and conditions of Tender No.....dated.....issued by the Employer to the said Contractor for Rs.....(Rupees.....only) of Earnest Money Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said tender on production of a bank guarantee for Rs....., we, Bank of.....do hereby undertake to indemnify and keep indemnified the Employer to the extent of Rs.....against any loss or damage caused to or suffered by the Employer by reason of any breach by the said Contractor of any of the terms and conditions contained in the said tender.

We, Bank offurther agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the tender is finally decided and order placed on the successful tenderer or tillwhichever is earlier.

We, Bank oflastly undertake not to revoke the guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything stated above, our liability under this guarantee is restricted to Rs.....Our guarantee shall remain in force until unless a demand in writing to enforce a claim under this guarantee is filed against us before that date, all your rights under the said guarantee shall be released and discharged from all liability there under.

For all disputes arising out of this contract, the legal jurisdiction will be Thiruvananthapuram, Kerala State, India.

Dated

APPENDIX - 3

FORMAT OF PERFORMANCE BANK GUARANTEE

DATE OF ISSUE: _____

LETTER OF GUARANTEE NUMBER

BENEFICIARY AMOUNT

THE DIRECTOR
SREE CHITRA TIRUNAL INSTITUTE
FOR MEDICAL SCIENCES & TECHNOLOGY
TRIVANDRUM 695 011

DATE: _____

DEAR SIR(S),

In consideration of THE DIRECTOR, SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES AND TECHNOLOGY, TRIVANDRUM 695 011 (hereinafter called "THE DIRECTOR") having agreed to M/S. (hereinafter called the "THE SAID COMPANY") from the demand under the terms and conditions of the Purchase Order No. dated made between THE SAID COMPANY and THE DIRECTOR for supply of (hereinafter called the "CONTRACT") of security deposit for the due fulfilment by THE SAID COMPANY of the terms and conditions contained in that said agreement on production of bank guarantee for amount of Rs..... (Rupees Only). We..... (hereinafter referred to as "THE BANK") do hereby undertake to pay to THE DIRECTOR an amount not exceeding Rs..... (Rupees Only) against any loss or damage caused to or suffered or could be caused to or suffered by THE DIRECTOR by reason of any breach by THE SAID COMPANY of any of the terms and conditions contained in the said agreement or bank guarantee.

We, THE BANK do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a written demand from THE DIRECTOR stating that the amount

claimed is due by way of loss of damage caused to or would be caused to or suffered by THE DIRECTOR by reason of any breach by THE SAID COMPANY of any of the terms or conditions contained in the said CONTRACT or by reason of the company's failure to perform the said CONTRACT. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.

We, THE BANK further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said CONTRACT and that it shall continue to be enforceable till all the dues of THE DIRECTOR under or by virtue of the said purchase order have been fully paid and its claims satisfied or discharged of till THE DIRECTOR certifies that the terms and conditions of the said purchase order have been fully and properly carried out by THE SAID COMPANY and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us within Months/Years from the date of installation and successful commissioning of the system for the due performance of the contract by THE COMPANY, we shall be discharged from all liabilities under this guarantee thereafter.

We, THE BANK further agree with THE DIRECTOR that THE DIRECTOR 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 extend time of performance by THE SAID COMPANY from time to time or to postpone for any time or from time to time any of the powers exercisable by THE DIRECTOR against THE SAID COMPANY and to 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 COMPANY or for any forbearance act or omission on the part of THE DIRECTOR or any indulgence by THE DIRECTOR to THE SAID COMPANY 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.

To give effect to this guarantee it shall be competent for THE DIRECTOR to act as though THE BANK were the Principal Debtor.

It is hereby expressly agreed and declared that this guarantee will be invoked only in the event of any breach of the contractual obligations purposely and want only by THE SAID COMPANY to the disadvantage of the said DIRECTOR. The powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or other guarantees or guarantee here to given by THE BANK to THE DIRECTOR and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such other guarantee and guarantees.

We THE BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent from THE DIRECTOR in writing.

Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Amount of Rs..... (Rupees Only) and shall remain in force until Months/Years from the date of installation and successful commissioning of the system.

For all disputes arising out of this contract, the legal jurisdiction will be Thiruvananthapuram, Kerala State, India.

Dated
