



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

टेलीफॉन नं / Telephone No: 0471-2340801 / 2520450, फैक्स / Fax: 0471-2341814

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

OPEN TENDER ENQUIRY (E-PROCUREMENT)

No. SCTIMST/BMT/OTE/AIO/2025-26/03

Date: 26.05.2025

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	Surface Roughness Measurement System	01 No.	₹ 5,00,000/-

CRITICAL DATE SHEET

Bid Published Date & Time	13.06.2025, 05.00 PM
Seek Clarification Start Date and Time	14.06.2025, 09.00 AM
Seek Clarification End Date and Time	20.06.2025, 05.00 PM
Pre-bid Meeting Date, Time & Venue	24.06.2025, 11.00 AM (See details)
Bid Submission End Date & Time	05.07.2025, 05.00 PM
Techno-Commercial Bid Opening Date & Time	14.07.2025, 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.

Statement regarding requirement of Procurement through GeM

This equipment is not available in Government e-Marketplace (GeM). GeM GARPTS generated vide Report ID GEM/GARPTS/06052025/2N0XMF1V0MGM dated 06.05.2025. No suitable/successful offer was received for this item through GeM against Tender No. GEM/2022/B/2764714 dated 30.11.2022.

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. **Integrity Pact:** Agreement will form part and parcel of this tender. It is mandatory to enclose the Integrity Pact Agreement ([Appendix-2](#)) along with the Techno-Commercial bid. All pages of Integrity Pact Agreement are to be returned by the bidder along with the bid duly signed by the same signatory who is duly authorized to sign the bid and to make binding – commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightaway.
6. **Details of Independent External Monitors:**
 - a. Sri. Prahlad Kumar Sinha, IP & TAFS (Rtd.)
Ph.No.09423677066 E-mail pekay66@gmail.com
 - b. Dr.Ved Prakash, ITS (Rtd.)
Ph.No.9810546996 E-mail ved60prakash@gmail.com
7. All bids should be accompanied by **Earnest Money Deposit (EMD) of ₹5,00,000/- (Rupees Five Lakhs 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-1](#)’. The hard copy of EMD should reach the office of "The Sr. Purchase & Stores Officer, Biomedical Technology Wing, SCTIMST, Satelmond Palace, Poojappura, Thiruvananthapuram, Kerala - 695012" within 5 working days from the closing date of the bid failing which the bid will summarily be rejected. **Tenders not accompanied with requisite EMD shall automatically stand rejected.**
8. 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.

9. 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.
10. 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.
11. **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.**
12. 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.
13. 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.
14. 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: 24.06.2025

Time: 11.00 am IST

Link for Video-Conferencing:

[Click Here](#)

Vconsol Conference ID: 8736382852

Password: 158734

URL: https://business.vconsol.com/join/8736382852?be_auth=MTU4NzM0

Prospective bidders are advised to email their pre-bid queries latest by 20.06.2025, 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.
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.
5. In case the items coming under the provisions of Drugs & Cosmetics Act & Rules, Central Drugs Controller Certificate from Central Drugs Standard Control Organization, New Delhi OR Certificate issued by State Drugs Controller shall be submitted.
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 shall be in FOR Thiruvananthapuram for delivery at our Institute Campus in INR. 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. 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).
9. 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).
10. 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 Limited Companies in India.

11. 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.
12. 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.
13. 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. Negotiation will be conducted with the lowest qualified tenderer only, if required.
14. **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. The warranty sought for is OEM free warranty. 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. This warranty charges shall not be considered for calculating actual CAMC value to be payable after warranty period. 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.
15. **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. However, the bidders can quote CAMC charges in the range of 3-10% of the "Cost of the equipment for AMC/CAMC calculation" depending on the nature of equipment to be maintained. 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.
16. 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).

17. 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.
18. **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.
19. 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.
20. **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.
21. **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.

22. **Purchase preference to Make in India:** Only ‘Class-I Local Supplier’ and ‘Class-II Local Supplier’ shall be eligible to bid in this procurement [Refer 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 ‘Class-I Local Supplier’ and ‘Class-II Local Supplier’ shall be 50% and 20% respectively. Purchase preference will be given to Class-I Local Suppliers if applicable as per prevailing Govt. orders. Bids submitted by Non-Local Suppliers (ie. bidders other than Class I or Class II Local Supplier) will be rejected. The bidder must upload a certificate as shown in ‘[Proforma-2](#)’ from their OEM along with techno-commercial bid.
23. 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.
24. **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)). Registration should be valid at the time of submission of bids and should be valid at the time of placement of order. The bidder shall furnish a declaration to this effect as given in ‘[Proforma-3](#)’. Any false declaration would be ground for immediate rejection of offer or termination of the contract and further legal action in accordance with the laws.
25. **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.
26. **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.
27. The bidder shall enclose a certificate as per ‘[Proforma-4](#)’ regarding genuinity of the price quoted, warranty charges and agency commission, if any.
28. 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.
29. **Performance Guarantee/Security Deposit:** For all supplies/contract above rupees one lakh, the successful tenderer should furnish a Performance Guarantee/Security Deposit @ 5 percent of Purchase Order value 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](#)’.

30. 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.
31. 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.
32. 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.
33. **Delivery Period:** The supplier shall deliver the goods and perform the services under the contract within **60 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.
34. 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. The loading/unloading charges if any shall be borne by the successful bidder.
35. GST rate, packing, forwarding, transportation cost etc., if payable should be mentioned in the tender separately. Any exemptions on above may be mentioned.
36. SCTIMST reserves the right to modify the quantity specified in this tender.
37. Mode of payment should be indicated. The acceptable payment mode is Electronic Transfer (NEFT) within 30 days of satisfactory installation and commissioning of system.
38. Copy of Technical/Service manual should be provided along with the equipment free of cost.
39. **Penalty clause:**
 - (39.1) **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.

(39.2) 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.

(39.3) 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.

40. Liquidated Damages:

(40.1) 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.

(40.2) 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

41. **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.
42. 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.
43. 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.
44. 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-5](#)'.
45. Dispute clause: Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Thiruvananthapuram, Kerala only.

Sd/-
DIRECTOR

ANNEXURE - 1
Technical Specifications and General Requirements
Surface Roughness Measurement System

A. Scope of Supply

- I. Non-contact Optical 3D Surface Profilometer
- II. Software for system control and data processing
- III. Computer with Monitor
- IV. Accessories & Calibration Standards
- V. Installation & Training
- VI. Optional Features

B. Specification**I. Non-contact Optical 3D Surface Profilometer**

1. High Resolution Optical Sensor: 5 Megapixels or better.
2. White light LED source.
3. Vertical resolution of surface profile: 1nm or better.
4. Step height accuracy/repeatability at ~1 micron and above: Uncertainty < 1% and s.d < 0.1%.
5. Step height accuracy/repeatability at ~10 nm and above: Uncertainty < 5% and s.d < 0.5%.
6. Surface roughness accuracy/repeatability at ~0.25 micron Ra and above: Uncertainty ~ 2% and s.d < 0.1%.
7. Compliant with surface roughness measurement and analysis according to ISO 4287 for 2D and ISO 25178 for 3D.
8. Motorized XY stage with travel 50 mm x 50 mm (typical) or better and having positioning accuracy of 0.2 µm/mm or better.
9. Z stage travel of 40 mm or higher, automated.
10. Z axis scan range 40 mm, with step/height resolution of 5 nm or better.
11. Able to analyse opaque, transparent and coated surfaces such as metal substrates, wires, polymer substrates, metallic and non-metallic thin film coatings.
12. Motorized 6-position nosepiece for holding six objectives including brightfield and interferometry objectives, with motorized focussing.
13. Objective Lenses, Scan Area/FOV and lateral resolution as specified or better:
 - i. Brightfield 20X - 0.75mm x 0.75mm (typical) with lateral resolution of 0.40 µm.
 - ii. Brightfield 50X - 0.30mm x 0.30mm (typical) with lateral resolution of 0.20 µm.
 - iii. Interferometric 20X - 0.75mm x 0.75mm (typical) with lateral resolution of 0.40 µm.
 - iv. Interferometric 10X - 1.5mm x 1.5mm (typical) with lateral resolution of 0.50 µm.
14. Power: Supply voltage: 230 V, 50 Hz, single phase AC with Indian Standard power cord.

II. Software for System Control and Data Processing

15. Software for data acquisition, scanning, 2D and 3D measurement, roughness parameters, visualization, analysis and reporting/exporting options – PDF, 3D/2D image export, following ISO 4287 and ISO 25178 standards.
16. All accessories essential for proper operation should be supplied.

17. Comprehensive Warranty for 3 years, covering both equipment and software.
18. 7-year Annual Maintenance Contract (AMC) after completion of warranty period. Scope of work during AMC shall cover annual calibration and two preventive maintenance visits in a year.

III. Computer with Monitor

19. Desktop Computer system with 24" monitor or better compatible for use with the 3D surface Profilometer supplied:
 - (a) Computer should be of a reputed brand make PC with minimum i7-10th Gen processor with 16 GB RAM, 1TB SSD Hard Disk, 4 GB dedicated graphics card or better.
 - (b) Monitor with high-resolution display of 3840x2160 (4K resolution) or better.
20. The system control/data acquisition/analysis software should be compatible with the latest versions of Windows (Windows 10, 64 bit or later). The data acquisition and analysis software should be from the same OEM.

IV. Accessories & Calibration Standards

21. Active vibration isolation table – isolating vibrations of 0.6Hz and higher.
22. Sample stage with manual tilt function ($\pm 3^\circ$ or better).
23. Calibration standards (roughness standard with traceable certificates Sa 1 μm typical and step height standard of 10 μm typical) with calibration certificates from accredited laboratory.

V. Installation & Training

24. Installation, Operational and Performance Qualification (IQ, OQ, PQ) to be carried out at Sree Chitra Tirunal Institute of Medical Sciences & Technology, Biomedical Technology Wing, Satelmond Palace, Poojappura, Thiruvananthapuram, Kerala - 695012.
25. Demonstration of accuracy and precision on reference step height and reference standards (Sa of 1 μm typical and step height standard of 10 μm typical) after installation.
26. Training for two users on operation as well as data analysis and reporting to be provided for a minimum of two working days at Sree Chitra Tirunal Institute of Medical Sciences & Technology, Biomedical Technology Wing, Satelmond Palace, Poojappura, Thiruvananthapuram, Kerala - 695012.

VI. Optional features *(each to be quoted separately in Financial Document sought for)*

27. Comprehensive Maintenance Contract for 7 years in lieu of AMC.
28. Any other features that enhance the utility of the equipment for biomedical applications such as confocal gauge, thin film measurement, or depth from focus variation. The cost should indicate the GST% applicable for each optional accessory.

Note: Please quote for all available accessories with price that are non-essential but enhance the utility of the instrument.

ANNEXURE – 2

CHECK LIST FOR TECHNO-COMMERCIAL BID**A. Online Technical Bid**

Online Technical Bid consists of the following:

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. Technical features.
6. 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.
7. If workstation or PC is quoted, its full configuration, brand, model No. etc.
8. AMC/CAMC coverage items.
9. History of service and maintenance support in the Institute.
10. List of Installations in public sector/private sector with contact person: Name, Designation & Telephone No.
11. Copies of Purchase Orders issued by Government Organisations in India to prove experience.
12. List of essential spares.
13. Valid authorisation from the OEM, if bid is submitted by the agent and distributors ([Proforma-1](#)).
14. Make in India - Local Content certification by OEM ([Proforma-2](#)).
15. Declaration as mandated under GFR 144 (ix) ([Proforma-3](#)).
16. Certification regarding genuinity of the price quoted, warranty charges and agency commission, if any ([Proforma-4](#)).
17. Tender acceptance form as per ([Proforma-5](#))
18. Certificate of quality like BIS/ISO etc.
19. UDYAM Registration Certificate/Startup Registration Proof if claiming waiver/exemption/relaxation/preference if any.
20. Filled Check list & Compliance Statement in the excel format provided in e-tender portal.

B. Hard Copy of Techno-Commercial Bid

The hard copy of the Techno-Commercial Bid as specified above 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.*

PROFORMA - 2

DECLARATION REGARDING LOCAL CONTENT AS PER PPP-MII ORDER 2017

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

Dear Sir/Madam,

Ref: Tender No _____ dated _____

In line with Government of India's Public Procurement (Preference to Make in India), Order 2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s. _____ (*Name of OEM*) are local supplier meeting the requirement of minimum local content percentage of _____% to qualify as _____ (*Class-I/Class-II*) Local Supplier as defined in above order(s) for the materials proposed to be supplied against Tender No. _____ dated _____ for _____ (*Name of item*)

Details of locations at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code in Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Yours faithfully,

[*Signature with date, name and designation*]

for and on behalf of Messrs _____
[*Name & address of the OEM*]

Note: This letter 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.

PROFORMA - 3

DECLARATION AS PER RULE 144 (xi) OF GFR 2017

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

Dear Sir/Madam,

Ref: Tender No _____ dated _____

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.*]

Yours faithfully,

[*Signature with date, name and designation*]

for and on behalf of Messrs _____
[*Name & address of the Bidder*]

Note: This letter should be on the letter head of the bidder and should be signed by a person competent and having the power of attorney to legally bind the bidder.

PROFROMA - 4

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.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____
[Name & address of the Bidder]

Note: This letter of should be on the letter head of the bidder and should be signed by a person competent and having the power of attorney to legally bind the bidder.

PROFORMA - 5

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/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.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____
[Name & address of the Bidder]

Note: This letter of should be on the letter head of the bidder and should be signed by a person competent and having the power of attorney to legally bind the bidder.

APPENDIX - 1

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 - 2

INTEGRITY PACT

between

SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES AND
TECHNOLOGY (SCTIMST) hereafter referred to as "**The Principal**"
and

.....
hereinafter referred to as "**The Bidder/Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

DIRECTOR, SCTIMST

BIDDER

Section 2 - Commitments of the Bidder(s) / Contractor(s)

- 1) The Bidder(s) /Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) /Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - (a) The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certification, subsidiary contracts, submission or non-submission of bids or any other actions or restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s) /Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s) /Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals. if any, Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by Bidder(s) / Contractor(s). Further all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - (e) The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (f) Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or take action as per the procedure applicable to SCTIMST.

Section 4 - Compensation for Damages

- 1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2) If the principal has terminated the contract according to Section 3, or of the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to performance Bank Guarantee.

Section 5 - Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

DIRECTOR, SCTIMST

BIDDER

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Sub contractor(s)

If the principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- 1) The Principal appoints competent and credible Independent External Monitor for this pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential.
- 3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall rescue himself/herself from that case.
- 5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the DIRECTOR, SCTIMST within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the DIRECTOR, SCTIMST a substantiated suspicion of an offence under relevant IPC/PC Act, and the DIRECTOR, SCTIMST has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by DIRECTOR, SCTIMST.

DIRECTOR, SCTIMST

BIDDER

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Office of the Principal, ie THIRUVANANTHAPURAM.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) if the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of the agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

DIRECTOR, SCTIMST

(For & On behalf of the Principal)

(For & On behalf
of Bidder/Contractor)
(Office Seal)

Place. _____ Date. _____

Witness 1: _____

Name & Address _____

Witness 2: _____

Name & Address _____

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 or 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 or 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
