



श्री चित्रा तिरुनाल आयुर्विज्ञान और प्रौद्योगिकी संस्थान, त्रिवेंद्रम
जैव चिकित्साकीय तकनीकी स्कंध, पूजप्पुरा, तिरुवनंतपुरम- 12, केरल
Sree Chitra Tirunal Institute for Medical Sciences and Technology,
Trivandrum BioMedical Technology Wing, Poojappura,
Thiruvananthapuram- 12, Kerala
(भारत सरकार के अधीन राष्ट्रीय महत्व संस्थान)
(An Institute of National Importance under Government of India)
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E- TENDER NOTICE

Tender No. BMT/OTE/8220/AIO/2020-21/02

Dated 11/09/2020

Online Tender in **TWO BID** system are invited from Foreign Manufacturers/their accredited Indian Agents/Indian Manufacturers/ their Distributors for the supply of the following equipment.

Sl.No	Particulars	Tender No.	Qty
1	AUTOMATED DIGITAL TORSION TESTING MACHINE	BMT/OTE/8220/AIO/2020-21/02	1

Last date and time of online submission of bids	12/10/2020, 01:00 PM
Last date and time of submission of Original EMD, tender document and hardcopy of technical bid with supporting documents (price bid has to be submitted online only). The tender will stand rejected if the price bid is submitted along with hardcopy of techno-commercial bid	14/10/2020, 01:00PM
Date of tender Opening	14/10/2020 at 3:00 PM
Date of online price bid Opening	Will be informed later
Contact Person	Purchase & Stores Officer, Email: bmtstp@sctimst.ac.in / bmtpurimp@sctimst.ac.in Ph: 0471-2520228/428/438

Interested bidders are advised to download the complete Tender Enquiry document from the websites www.sctimst.ac.in or www.eprocure.gov.in/cppp or www.tenderwizard.com/SCTIMST under “Tender Free View” link for complete details.

Vendors should obtain the USER ID and PASSWORD from www.tenderwizard.com/SCTIMST by clicking on “Enrolment/REGISTER ME” link in the homepage.

The vendor registration fees 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 ONE Year.

For further details on e-Tender participation, please contact KEONICS Help Desk on

- Telephone: 080-49352000/9747363433 Mr. Sanil (Kerala Executive)
- Email: varun.b@etenderwizard.com, harishkumar.kb@etenderwizard.com,
ambasa@etenderwizard.com

All bids should be accompanied by **Earnest Money Deposit (EMD) of Rs. 3,27,500/-**. 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. 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.

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 should be enclosed with Technical Bid only.**

The EMD will be waived based on the relevant certificate for the tendered items on production of documents such as DGS &D, NSIC Registration Certificate etc for the specific category of item and should remain valid for the period required for EMD.

Clarifications, if any with regard to tender documents may be communicated /sought well in advance before the closing date of the tender

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.

Bidders may simulate online bid submission (technical & 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 .

Important Note: A scanned copy of the EMD should be uploaded with the online Technical Bid only, not with the Price Bid. Tenders not accompanied with equivalent EMD shall automatically stand rejected.

Sd /-

DIRECTOR

TERMS & CONDITIONS

1. The tender(s) must be submitted as per the below terms and conditions and 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. (a) The bidder should declare whether they are manufacturer, accredited Agents, or sole representative (indicating the name of Principal) on the top of the Bid.
(b) 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.
(c) Agency Commission, if any should be payable to Indian agent at the rate prescribed by the foreign tenderers as per quote.
3. All offers should be accompanied with detailed specifications, relevant documents as elaborated in Annexure 1 & 2.
4. Bids should be accompanied with illustrated catalogue, brand, model number, make, literature, write up where ever applicable.
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. The documents to be furnished in both the bids are given in Annexure-2. Technical bid will be opened and evaluated first. Price bid of technically qualified bidders will be opened on prior intimation. The lowest offer will be arrived on adding basic cost, GST applicable, incidentals (if any) and CMC/AMC on varied conditions (other than the conditions mentioned at Sl. No.12). Negotiation will be conducted with the lowest qualified tenderer only, if required.
7. 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.
8. The prices quoted should be EX-WORKS/ FOB / CIF in foreign currency by Ocean Freight/Air Freight or FOR Trivandrum for delivery at our Institute in INR, if the tenderer prefers to quote in INR. (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.
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 be net and 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. (i) If an Indian Agent is participating on behalf of a foreign manufacturer then 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.
(ii) Copy of the agency agreement with the foreign manufacturer and the precise relationship between them and their mutual interest in the business.
(iii) The enlistment of the Indian Agent with Director General of Supplies & Disposables under the compulsory registration scheme of Ministry of Finance.
11. The bidder should be a manufacturer or its authorized agent (an agent should submit Manufacturer Authorization as per prescribed format) 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 Hospital in India.
13. The bidders/firms identifying as MSME and/or start-up firms are exempted from fulfilling criteria at point no. 12 stated above. However, this does not exempt any bidder/firm/manufacturer from fulfilling the quality requirements.
14. The Bidder 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."

The manufacturer (bidder)/Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, along with the tender.
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 Price Schedule.
16. Samples must be submitted wherever specified along with the tender. Samples must be carefully packed, sealed and labeled clearly with tender number, subject and sender's name for easy identification. Rejected samples will be returned at your cost if insisted.
17. While quoting the rates for Equipment, the following are mandatory:
 - (a) *Warranty*: Minimum 3 years from the date of installation and successful commissioning of the system
 - (b) ***Comprehensive Maintenance Contract (CMC)*** : Maximum 5% of order value in INR value with annual escalation of 5% after warranty period. Cost of the CMC on equipment procured outside India will be arrived in accordance to the exchange rate applicable at the time of release of payment against the Purchase order.
 - (c) ***Annual Maintenance Contract (AMC) Labour***: Maximum 2.5% of order value in INR value with annual escalation of 5% after warranty period. Cost of the AMC on equipment procured outside India will be arrived in accordance to the exchange rate applicable at the time of release of payment against the Purchase order.
 - (d) ***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 attached along with the price bid.
 - (e) ***Installation and Commissioning***: Supplier should undertake installation, commissioning and demonstration at our facility free of charge
 - (f) If the item involve softwares, tenderer should obtain software license in the name of "Director, SCTIMST" and the paper license / email license to be transferred to the name of Institute.

18. 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 and 5 percent of purchase order value excluding GST against items without 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 of the supplier including warranty. The valid EMD can also be substituted for security deposit and balance amount if any shall be furnished by the successful tenderer.
19. Selected 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.
20. The tenderer shall submit the pre-requisite information like Civil works/ 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.
21. 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.
22. Delivery period required for supplying the material should be invariably specified in the bid. The consignment should be delivered at Store, SCTIMST, Bio Medical Technology Wing, Poojappura, Trivandrum between 9:00 AM to 4 PM during the working days.
23. 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.
24. This Institute reserves the right to modify the quantity specified in this tender.
25. Mode of payment should be indicated. The acceptable payment modes are following:
For foreign currency:
 - (1) 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)
 - (2) 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.
 - (3) **For INR:** Electronic Transfer (NEFT) within 30 days of satisfactory installation and commissioning of system.
 - (4) 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
 - (5) All bank charges outside India are levied to the beneficiary's account.
26. In the case of import purchase, following should be provided for negotiation of documents.
 1. Airway bill / Bill of Lading
 2. Certificate of country of Origin of the goods to be given by the seller OR a recognized Chamber of Commerce.
 3. Detailed Packing list
 4. Detailed Item wise original Invoice
 5. Insurance certificate

6. Manufacturer's Guarantee and Inspection certificate.
 7. Inspection certificate by SGS/Lloyd/Bureau Veritas/TUV etc.
27. Copy of Technical / Service manual should be provided along with the equipment free of cost.
28. Installation & commissioning and Training: Tenderer should undertake installation, commissioning and demonstration of equipment at our facility, free cost. Training also should be provided free of cost.

29. Penalty clause:

(I) 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.

(II) Performance (during Warranty period)

Supplier should ensure uninterrupted service delivery of the equipment or product 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 0.1 percent per day of cost of the equipment, whichever is higher, from the date of report of breakdown by way of deductions from SD/Performance Bank Guarantee.
- d) The time spent on the repair work will be added to the warranty period of the equipment.

(III) Performance (during CMC/AMC period):

i) Uptime means 95 percent of total days in a year during which the equipment remains functional.

ii) Down time means any shortage in achieving the up-time

iii) 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 Labour 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.

30. Liquidated Damages:

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 .

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,
- (i) Forfeiture of its Performance Security and
- (ii) Termination of the Contract for default

31. **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.

32. 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 tenderer.

33. 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.

34. The bidder submitting the tender would be deemed to have considered and accepted all the terms and conditions.

35. The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% quantity.

ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.

iv. Special provision for Micro and Small Enterprise owned by women. Out of the total annual procurement from Micro and Small Enterprises, 3% from within the 25% target shall be earmarked for procurement from Micro and Small Enterprise owned by women.

Note: "If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012."

Preference to Make in India: As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP(BE-II) dated 28.05.2018 and the subsequent orders thereof; the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at Annexure-(3) which will form a part of this Tender Enquiry Document (TED) for evaluation and ranking of bids.

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

Sd/-
DIRECTOR

ITEM CODE	ITEM NAME	QUANTITY
EQANLR0126	AUTOMATED DIGITAL TORSION TESTING MACHINE	1 No

DETAILED SPECIFICATION

Automated Digital Torque Testing Machine, consisting of work station with latest software and operating modules meeting below listed primary specification:

- Horizontal type/vertical type
- Rotational speed range: 0.01 to 175 rpm
- Rotational resolution: 0.005 degree or better
- Test space dimensions (Nominal): 200mm (L) X 200mm (W) X 200mm (H)
- Linear displacement transducer resolution: ± 0.1 mm
- Data acquisition control system shall capture the following parameters:
 - Force (compressive/tensile)
 - Torque
 - Angle of rotation
 - Linear advancement
- Axial load : ± 220 N (min.)
- Application package shall meet the requirement of ASTM A938, ASTM F543 and ISO 6475
- All the specifications shall be supported by the manufacturer's catalogues/brochures.
- Suitable for 230V, 50Hz supply
- Calibration certificate for torque cell(s)

Supply with the following accessories:

- Torque cell of capacity (Nominal): ± 30 Nm (min.)
- Accuracy of torque cell: $\pm 0.5\%$ or better of torque cell capacity
- Specimen Chuck/Jaw suitable for testing screws/cylindrical sample of diameter 2 to 12.5 mm

Optional Specification:

- Torque cells (Nominal): ± 2 Nm, ± 10 Nm
- Warranty up to 3 years

General Requirement: Supplier shall submit list of customers who are using automated digital torque testing machine along with model details, year of sale and contact details (Phone Number & Email ID).

ANNEXURE – 2

TECHNICAL BID

A. Online Technical Bid

Online Technical Bid consists of the following:

1. Scanned copy of EMD
2. Copy of GST Registration Certificate.
3. Copy of PAN Card
4. Clear specification matching as given in the tender document
5. Product No/catalogue No. (Catalogue in original to be attached)
6. Model No.
7. Valid authorisation from the manufacturer, if bid is submitted by the agent and distributors (as per enclosed format)
8. Technical features
9. How old is this technology & when is going to be discontinued
10. When is the upgraded/Updated version likely to come
11. Additional features very particulate to the system.
12. If workstation or PC is quoted, its full configuration, brand, model No. etc.
13. Period of warranty as called for in the Tender.
14. Enlistment of the Indian Agent with DGS&D.
15. AMC coverage items
 - a. Comprehensive (Spares & Labour)
 - b. Labour alone
16. History of service and maintenance support in the Institute.
17. List of Installations in public sector/private sector with contact person: Name, Designation & Telephone No.
18. List of essential spares
19. Certificate of quality like USFDA 510K CLEARED/BIS/ CDSCO/ AERB
20. Documents, if clause no:35 in the tender is applicable
21. Filled Check list & Compliance Statement in the excel format provided in e-tender portal.

B. Hard Copy of Technical 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, Bio Medical Technology Wing, Poojappura, Thiruvananthapuram - 695 012, Kerala in the sealed envelop superscribed 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.

C. Price Bid

Price Bid in the prescribed proforma should be submitted in online mode only. **The tender will stand rejected if the price bid is submitted along with hardcopy of techno-commercial bid**

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.*

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 of.....lastly 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.