



श्री चित्रा तिरुनाल आयुर्विज्ञान और प्रौद्योगिकी संस्थान, तिरुवनंतपुरम- 11, केरल
Sree Chitra Tirunal Institute for Medical Sciences and Technology, Thiruvananthapuram - 11, Kerala
(भारत सरकार के अधीन राष्ट्रीय महत्व संस्थान)
(An Institute of National Importance under Government of India)
टेलीफॉन नं./Telephone No. 0471-2443152 फाक्स/Fax 0471-24464332550728
ई-मेल/E-mail :sct@sctimst.ac.in वेबसाइट/ Website : www.sctimst.ac.in

E- TENDER NOTICE

TENDER NO. SCT/R/BMT PUR IND1/2023-24/02

Dated 24.11.2023

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

Sl. No.	Brief Description System	Quantity
I	AUTOMATED CELL VIABILITY ANALYZER WITH COMPUTER, PRINTER AND UPS	1 No.
Details of bid		
Last date and time for online submission of bid		17.12.2023 upto 5 PM
Date of tender Opening		18.12.2023 at 2.00 PM
Contact Person : Senior Purchase & Stores Officer, Sree Chitra Tirunal Institute for Medical Sciences and Technology, Bio Medical Technology Wing, Satelmond Palace, Poojappura, Thiruvananthapuram – 695012, Kerala. Ph: 0471-2520 228/438/428		

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: 080-49352000/9746428200 Mr. Vijay (Kerala Executive)
- Email : harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com
twhelpdesk908@gmail.com

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.



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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.

DIRECTOR

TERMS & CONDITIONS

1. The tender(s) must be submitted as per the below terms and conditions. Wherever the hardcopy 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 & 2.
3. Bids should be accompanied with illustrated catalogue, brand, model number, make, literature, write wherever applicable.
4. (a) The bidder should declare whether they are a 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.
5. The documents to be furnished in Technical and Financial bids are given in Annexure-2. At the first instance, Technical bid will be opened and evaluated and after that financial bid of technically qualified offers will be opened. **For the items quoted in foreign currency, the INR conversion rate applicable on the Technical bid opening date will be taken into account for evaluation and for arriving the L1.** Negotiation will be conducted with the lowest qualified tenderer only, if required.
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.



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7. The prices quoted should be EX-WORKS/ FOB / CIF/CIP 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 is 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. In case of difference in quote(s) written in figure and words arises, 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. 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: (i) 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 and (ii) 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 as per Annexure-3) 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 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.



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14. 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 bid.
15. **Warranty and AMC conditions:**
- (a) **Warranty:** Minimum 3 years from the date of installation and successful commissioning of the system. The three year warranty sought for is OEM free warranty without any additional cost towards extended warranty to fulfill the tender condition. The charges, if any, claimed by the bidder towards warranty in this regard shall not be considered for calculating actual AMC/CAMC value to be payable after warranty period. A certificate in this regard stating whether the total cost quoted includes/does not include warranty charges shall be furnished in Appendix A along with Technical Bid. False declaration may lead to rejection of bid.
- (b) **Annual Maintenance Contract (AMC)/Comprehensive Annual Maintenance Contract (CAMC) :** As per the Institute general policy, the maximum permissible AMC charges and CAMC charges after warranty period will be 2.5% and 5% respectively of the Total cost after excluding certain items from Total cost as given in Format D. The AMC/CAMC charges have to be quoted in INR (excluding GST) in Format E and Format F. Escalation of maximum 5% will be allowed after every three years of AMC/CAMC. 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/CAMC 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/CAMC after warranty period will be issued by taking into account the percentage rate of AMC/CAMC quoted in the bid and the exchange rate applicable on the Technical Bid opening date or the AMC/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.** 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.
16. 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 without warranty in the form of Fixed Deposit or Bank Guarantee from a nationalised /scheduled bank having a validity period of 60 days beyond the completion of all contractual obligations including warranty obligation of the supplier.



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17. 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.
18. 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.
19. Delivery period required for supplying the material should be invariably specified in the bid. The consignment should be delivered to the item at the concerned user department of BMT Wing, SCTIMST, Trivandrum between 9:00 AM to 4 PM during the working days.
20. 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.
21. This Institute reserves the right to modify the quantity specified in this tender.
22. Mode of payment should be indicated. The acceptable payment modes are following:
 - A. For foreign currency:**
 - (1) 80% against negotiation of documents through irrevocable Letter of Credit. 20% against successful installation and commissioning. (As a precondition 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.
 - B. For INR:**
 - (1) Electronic Transfer (NEFT) within 30 days of satisfactory installation and commissioning of system.
 - (3) Proforma invoice in triplicate should mention whether Ex-Works / FOB / CIP (Trivandrum), For CIP (Trivandrum) rates for Air freight & Ocean Freight should be separately indicated
 - (4) All bank charges outside India are levied to the beneficiary's account.
23. In the case of import purchase, following should be provided for negotiation of documents.



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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.
24. Copy of Technical / Service manual should be provided along with the equipment free of cost.
25. 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.
26. **Penalty clause:**

(I) 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 0.5 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.

(II) Performance (during AMC/CAMC 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 CAMC, 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.



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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.

27. 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, (ii) Forfeiture of its Performance Security and (iii) Termination of the Contract for default

28. **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.

29. 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.

30. 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.

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

32. **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



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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 L-1+ 15% (Selected by Buyer) of margin of purchase preference/price band defined in relevant policy, such Seller shall be given opportunity to match L-1 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 a MSE, it shall declare in the bid document and Udyam Registration Certificate should be furnished along with the Technical bid.***

33. **Purchase preference to Make In India products:** Preference shall be given to Class 1 local supplier 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.
34. **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 should furnish a declaration to this effect in APPENDIX-B.
35. The successful bidder shall furnish the agreement, if any, executed by them with the third parties for the proper maintenance of the third party items during the warranty and AMC period.
36. The delivery of the equipment should be completed within 90 days from the date of receipt of the Purchase Order or opening of Letter of Credit or readiness of site whichever is later. Installation should be completed within 15 days from the date of delivery.
37. **Dispute clause:** Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Thiruvananthapuram only.

DIRECTOR



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ANNEXURE-1

ITEM CODE	ITEM NAME	QUANTITY
EQCOUN0120	AUTOMATED CELL VIABILITY ANALYZER WITH COMPUTER, PRINTER AND UPS	1 No

Specification of Automated cell viability analyzer with computer, printer and UPS

1. Instrument type: Benchtop automated cell counter for enumeration of mammalian cells in suspension
2. Should be compatible with a wide variety of mammalian cell types including PBMCs
3. Counting based on trypan blue dye exclusion principle. Should indicate the total cell concentration, live and dead cell concentration along with percentage
4. Optics: Three channel (Bright field+ two slots for replaceable light cubes for fluorescence detection)
5. Camera: 5 megapixels, 2.5X optical magnification
6. Instrument should be able to autofocus as well as manually focus the cells and should be able to save different profiles for different cell types
7. Processing time should be less than 20 seconds.
8. Required sample volume should not be more than 10µl.
9. It should be compatible with both reusable and disposable chamber slides and should include holders for both
10. Instrument should be able to count sample, cell concentration range to be detected can range from $1 \times 10E-4$ to $1 \times 10E-7$ cells/ml.
11. Software should be able to gate cells based on the size, shape and intensity
12. Should be able to count cell size ranging from 4–60 µm.
13. The counting algorithm should be able to identify clear delineations of cell boundaries within clumps of cells, thereby giving precise, accurate cell counts even with clumpy samples.
14. The instrument should be complete system designed for stand-alone use with imaging and enumeration software to process, analyze, generate report and store into USB memory
15. Should have customizable scatter plot visualization based on size, circularity, brightness
16. Instrument should be able to do rapid capture and autosave to automatically illuminate, focus, and count, thereby eliminating the need for additional menu selections to quickly get the results which are automatically saved.
17. The instrument should have autolighting for both brightfield and fluorescence.
18. Should be provided with a 32 GB USB drive, FAT file systems



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19. Instrument should have WiFi enabled cloud connectivity as well
20. Should allow to save images in JPG/TIFF and report in PDF formats
21. Graphical user interface should be user friendly with large touch screen display for operation
22. The following light cubes to be included
DAPI 2.0, GFP 2.0, YFP 2.0, RFP 2.0, Texas red 2.0, Cy 5 2.0 and Cy 7.
23. Should be a CE certified model
24. Disposable Slide Holder
25. Reusable Slide Holder - total 6 no
26. Cell Counting Chamber Slides (Qty 50)
27. Quick reference card (QRC)



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टेलीफॉन नं./Telephone No. 0471-2443152 फाक्स/Fax 0471-24464332550728
ई-मेल/E-mail :sct@sctimst.ac.in वेबसाइट/ Website : www.sctimst.ac.in

ANNEXURE - 2

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. (Catalogue in original to be attached)
5. Model No.
6. Valid authorization from the manufacturer, if bid is submitted by the agent and distributors (as per enclosed format in Annexure-3)
7. Period of warranty and certification as given in Appendix A.
8. Certification regarding genuinity of the price quoted and the agency commission, if any, in Appendix A
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. List of essential spares
12. Certificate of quality like USFDA 510K CLEARED/BIS/ CDSCO/ AERB
13. Udyam Registration Certificate in respect of MSME as stated in clause 32 of tender document
14. Make in India declaration as given in clause 33 of tender document
15. Declaration regarding restrictions under Rule 144 (xi) of GFR 2017 as given in Appendix-B (clause 34 of tender document)
16. Filled Check list & Compliance Statement in the excel format provided in e-tender portal.

PRICE BID

Price Bid in the prescribed proforma in Foramt 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 Technical Bid.



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ANNEXURE-3

MANUFACTURER'S AUTHORISATION FORM

The Director,
Sree Chitra Tirunal Institute For Medical Sciences and Technology,
Medical College P.O,
Thiruvananthapuram-695 011.

Dear Sir/Madam,

Ref: Tender Bid No _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ (name and description of the goods offered in the bid) having factories at _____, hereby authorize 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 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 also hereby extend our full warranty (3 years), CAMC as applicable as per terms and conditions of the bid, for supply by the above firm against this bid document. 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.

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.



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APPENDIX -A

(on Letter-head of the bidder)

We hereby certify that the price of the equipment / accessories quoted 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, which is not applicable)

Further, we also certify that:-

A. Warranty Charges

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

OR

2. The equipment / accessories quoted in the 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** and uploaded along with price bid.

B. Agency Commission

1. The bid amount does not includes Agency Commission

OR

2. The bid amount includes Agency Commission and the details are included in Format D and uploaded along with price bid.

(Signature of the Bidder, with Official Seal)



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FORMAT OF 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



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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.



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

Dated



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APPENDIX - B

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;



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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)

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.]"