TENDER NOTICE

Sealed Tenders (Single bid system) are invited from either the Principal/OEM itself, or by Agent/Dealer on behalf of the Principal/OEM, for the supply, installation, commissioning and demonstration of stores mentioned below, in the tender format attached herewith (Annexure-IIA & IIB). The earlier tender notification for this item is cancelled on administrative reasons. Those who have submitted tender against earlier tender notification, shall submit their tender again.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Brief Description of Stores</th>
<th>Qty</th>
<th>Tender No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fume Hood (Specifications as per Annexure –I)</td>
<td>1 NO</td>
<td>TR/PUR/SP/017/2019</td>
</tr>
</tbody>
</table>

Due date of Tender: 11.03.2020 at 15.00 hrs

Date of Tender Opening: 11.03.2020 at 15.30 hrs
The tender will be opened at 15.30 hrs on the date of tender opening above, at the address mentioned above.

The General terms and conditions shall be as per the Annexure –III & III (A) attached herewith. Tender shall be prepared in the prescribed format.

It is requested that the quotations along with literature, if any, may please be sent so as to reach The Administrative Officer, C-MET at the address given above, on or before the due date and time. The envelope should be superscripted with the enquiry reference number and name of the item and date of tender opening. Please submit your quotation on or before 15.00 hrs on the due date, in accordance with the terms and conditions.

**TENDERS NOT IN THE PRESCRIBED FORMAT AS PER ANNEXURE II(A) /II(B) WILL BE TREATED AS NON- RESPONSIVE & WILL BE REJECTED** (Ref. Sl. No. 2 of Terms & conditions, Annexure –III)

**All tenderers shall submit a checklist as in the attached format alongwith the technical bid**

C-MET is eligible for concessional GST/IGST rates @ 5% for Research Institutions as per Notification No. 45/2017-Central Tax (Rate) & 47/2017- Integrated Tax (Rate) dated 14.11.2017. Our GST No. is 32AAAC0801E1ZS

Sd/-
Administrative Officer

"The greatness of humanity is not in being human, but in being humane." - Mahatma Gandhi
Annexure - I

Specification for Fume hood

✓ Fume hood
  - The overall dimensions of the fume hood should be 3150L X 750W X 2400H mm
  - Required Bed Size: 3000 X 600 mm

Material of construction should meet the minimum standards as mentioned below

- The carcass should have a minimum of 16mm thick melamine resin filled laminated flat Press board, sealed by PVC edge tapes
- The shutters/drawers should be chemical resistant and resistant to deformation and scratches.
- Door should be single, vertical sliding, concealed type balanced with counter weights and wire rope
- It should be powered by 1 HP 1440 RPM motor. The motor should be noise free and good make.
- The ducting should be rigid with ERP of 200MM dia. with suitable rain hood at the exhaust side.
- Baffle should aid in distributing the uniform flow of air in to and through the hood. The baffle shall be spaced out from the back linear and shall be removable for cleaning.
- The impeller should be made of thick FRP and dynamically balanced
- The centrifugal blower should be silent, highly efficient to give a face velocity at safe working height as per the International safe velocity norms (ANSI). The blower body should be of FPR UV treated high density and chemical (corrosion) resistant and mounted on a metallic stand.
- The casing can be made of 6 mm thick FRP Bisphenol ‘A’ fumerate Resin
- The sash shall be of glass with vertical glass frame with full length handle. The sash panel shall be at least 5mm thick toughened glass.
- Suction expected should be between 800 – 1000 CFM or even higher
- The bottom arrangements should be favorable for storage of chemicals which should be melamine resin filled laminated flat press board, sealed by PVC edge tapes.
- The flooring should be of thick (>18mm) polished granite top.
The total length of the fume hood can be made into two compartments in one compartment FRP sink (2” x 1”) with water tap and drain facilities should be provided.

Each compartment should have separate lighting facilities (4 feet Tube light), 3 pin electrical socket/cum switches (2 Nos-15 Amps, 2 Nos – 5 Amps). Cable entering port should be provided for easy access of cable from fume hood to electrical sockets.

NOTE:

- The bidder must provide third party test certificate for fume hoods
- The bidder must have a valid SEFA-8 certification
- Warranty for a minimum of one year for the entire items including motor etc.
- All the fitting, ducting and other required arrangements at our site should be done by the supplier.
**ANNEXURE –II(A)**

*(MANDATORY FORM)*

(Ref. Sl. No. 2 of Terms & conditions , Annexure –III)

Tender Format Indian Suppliers

Name of the Firm :
(Specify whether authorized agent or OEM)

Name of the Manufacturer:

<table>
<thead>
<tr>
<th>Firm Registration No. (If any)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>GST No.</td>
<td>PAN (Attach photocopy)</td>
</tr>
<tr>
<td>Phone</td>
<td>Address :</td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>URL</td>
<td></td>
</tr>
</tbody>
</table>

Tender Schedule : All rates in Figures and in Words in Rupees

<table>
<thead>
<tr>
<th>Tender No. and Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description and Specification</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate per unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Packing / Forwarding charges

<table>
<thead>
<tr>
<th>GST</th>
</tr>
</thead>
</table>

Total value

Delivery Terms

Delivery Schedule :

Enclosed Specifications/Drawings/Special Conditions of Contract :

Item /Tender Specific Conditions of this Tender :

I/we engage to supply the material(s) to your office and comply the following

1) Tender schedule and technical specification indicated
2) Item/tender specific conditions for this tender
3) Terms and conditions as per Annexure III and III (A)
4) General conditions of contract signed by me at the time of supplier registration
   (for registered suppliers)
5) I/we confirm that set off for the GST paid on the inputs have been taken into consideration
   in the above quoted price and further agree to pass on such additional duties as sets offs as
   may become available in future under GST
6) This offer is valid for 90 (ninety) days from the date of opening of the tender
7) That we have not been debarred by any Government/Undertaking
8) That the rates quoted are not higher than the rates quoted for same item to any
   Government/ Undertaking
9) That the bid submitted by us is properly sealed and prepared as to prevent any subsequent
   alteration and replacement.

Signature & Seal
Place & Date

Name of Authorised Signatory

Address
Tel. No/Fax No/
Mobile No.
Email id

* TENDERS NOT IN THE PRESCRIBED FORMAT WILL BE TREATED AS NON- RESPONSIVE & WILL BE REJECTED *
*(MANDATORY FORM)*

(Ref. Sl. No. 2 of Terms & conditions, Annexure –III)

Tender Format Foreign Suppliers

Name of the Firm :
(Specify whether authorized agent or OEM)

Name of the Manufacturer:

<table>
<thead>
<tr>
<th>Firm Registration No. (If any)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>GST No. (if applicable)</td>
<td>PAN, if any (Attach photocopy)</td>
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<tr>
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<td>Email</td>
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<tr>
<td>URL</td>
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</tbody>
</table>

Tender Schedule : All rates in Figures and in Words either in INR or in Foreign currency

<table>
<thead>
<tr>
<th>Tender No. and Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description and Specification</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate per unit(specify the currency)</th>
<th>Amount (specify the currency)</th>
</tr>
</thead>
</table>

Packing / Forwarding charges

FCA charges, if any

Total FCA price

Freight charges up to Cochin

Insurance charges

Total CIF up to Cochin

Item /Tender Specific Conditions of this Tender :

I/we engage to supply the material(s) to your office and comply the following
1) Tender schedule and technical specification indicated
2) Item/tender specific conditions for this tender
3) Terms and conditions printed overleaf
4) General conditions of contract signed by me at the time of supplier registration (for registered suppliers)
5) I/we confirm that set off for the GST paid on the inputs have been taken into consideration in the above quoted price and further agree to pass on such additional duties as sets offs as may become available in future under GST
6) This offer is valid for 90 (ninety) days from the date of opening of the tender
7) That we have not been debarred by any Government/Undertaking
8) That the rates quoted are not higher than the rates quoted for same item to any Government/ Undertaking
9) That the bid submitted by us is properly sealed and prepared as to prevent any subsequent alteration and replacement.

Signature & Seal
Place & Date

Name of Authorised Signatory

Address Tel. No/Fax No/ Mobile No. Email id

* **TENDERS NOT IN THE PRESCRIBED FORMAT WILL BE TREATED AS NON- RESPONSIVE & WILL BE REJECTED**
TERMS AND CONDITIONS

1. The tender shall be submitted by either the Principal/OEM itself, or by Agent/Dealer on behalf of the Principal/OEM, but both cannot bid simultaneously for the same product in the same tender. If an agent submits 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/product. When a firm sends quotation for an item manufactures by some different company, the firm is also required to attach in its quotation, the manufacture’s authorisation certificate and also manufacture’s confirmation of extending the required warranty for that product. In cases where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered.

2. The quotation must be in the prescribed form, which contains the declarations, furnished by Procuring Entity (C-MET) and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested; if not, the quotation will not be considered. Quotation written in pencil will not be considered. The seal and signature of the authorised signatory shall be put on all the pages. Tenderers may use the form attached or may type the same on their letter head. Tenders not in the prescribed form will be treated as non-responsive and will be rejected.

3. The tender shall be properly sealed and Name of the item, tender Reference No., and Due date shall be clearly super scribed on outer envelope.

4. The specifications for the items quoted should be explicitly clear and all available technical literature, catalogues and other data in support of the specification of the items should be furnished along with the quotation.

5. Only one quotation should be sent in one envelope for a specified equipment/instrument.

6. Quotation should be valid for a minimum period of Ninety Days from the due date.

7. The quotation should reach on or before 11th March, 2020 by 15.00 hrs, to the Administrative Officer, C-MET, (Centre for Materials for Electronics Technology, Shornur Road, Mulankunnathukavu (P.O), Athani – 680 581, Kerala State, India. The bid will be opened on 11th March, 2020 at 15.30 hrs at C-MET, Thrissur.

8. C-MET 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.

9. Manufacturer’s name and country of origin of materials offered must be clearly specified. Please quote whether your organization is large scale industry or small scale industry. If you have NSIC/MSE/MSI/DGS & D Certificate. Please attach it to the quotation. Mention your registration details.

10. Complete details and ISI specification if any must accompany the quotation. Make/brand of the item shall be stated wherever applicable. If you have got any counter offer as suitable to the material required by us, the same may be shown separately.

11. Samples must be submitted where specified along with the quotations. Samples must be carefully packed, sealed and labeled clearly with enquiry number, subject and sender’s name for easy identification. Rejected samples will be returned at your cost if insisted.
12. All drawings, sketches and samples, if any, sent along with this enquiry must be returned along with quotations duly signed.

13. All supplies are subject to inspection and approval before acceptance. Manufacturer/supplier warranty certificates and manufacturer/Government approved lab test certificates shall be furnished along with the supply, wherever applicable.

14. C-MET reserves the right to modify the quantity specified in this enquiry.

15. The prices quoted by the Indian bidders (Indian manufactures or its agents) shall be in Indian Rupees and should be firm till the supplies are completed. Please quote the rates in words and figures. Rates quoted should be free delivery at destination including all charges otherwise the quotation 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 quotation, then it will be considered as FOR destinations. Prices quoted should be net and valid for a minimum period of three months from the date of opening of the quotation.

16. In case the items in the enquiry are covered by any rate contract or running contract finalized by the DGS & D or any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned. It should be confirmed whether you could supply at the RC rates outside rate contract.

17. Payment of GST; C-MET is eligible for concessional GST/IGST rates @ 5% for Research Institutions as per Notification No. 45/2017-Central Tax (Rate) & 47/2017-Integrated Tax (Rate) dated 14.11.2017. In the case of supplier registered under GST, is primarily responsibility of the seller and will not be paid unless the percentage value is clearly mentioned in the quotations. If no indication regarding GST is recorded in the quotation, the GST will be considered as included.

18. Delivery period required for supplying the material should be invariably specified in the quotation.

19. In case your quotation is accepted and order is placed on you, the supply against the order should be made within the period stipulated in the order, C-MET reserves the right to recover any loss sustained due to delayed delivery by way of penalty. In case of failure to supply within the time specified in the Purchase order, a penalty/LD of 0.5% of the total value per week or a part thereof shall be levied subject to a maximum of 10% in respect of items which are not supplied. The decision of C-MET shall be final in this regard.

20. If the deliveries are not maintained and due to that account Procuring Entity (C-MET) is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.

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

22. Our normal payment terms are 100% (hundred percent) within 30 (thirty) days on receipt and acceptance of material at our site in good condition.
24. Evaluation of Tenders
   a. All tenders are evaluated strictly on the basis of the terms and conditions incorporated in the tender document and those stipulated by the tenderers in their tenders. Tenders that do not meet the basic requirements specified in the bid documents are treated as unresponsive and ignored.
   b. Evaluation is based only on the conditions included in the tender document and any other condition will not form the basis of this evaluation.
   c. Evaluation of eligibility/qualification Criteria: Procuring Entity will determine, to its satisfaction, whether the tenderers are eligible, qualified and capable in all respects to perform the contract satisfactorily. Tenders that do not meet the required eligibility/qualification criteria prescribed will be treated as unresponsive and not considered further.
   d. Evaluation of Technical Suitability: The description, specifications, drawings and other technical terms and conditions are examined with respect to the specifications Procuring Entity. Minor exceptions/deviations may be waived provided they do not constitute any material deviation and do not have significant financial impact and, also, would not prejudice or affect the ranking order of the price bid. Exceptions/deviations should not grant the tenderer any undue advantage vis-à-vis other tenders and Procuring Entity.
   e. Evaluation of Commercial Conditions: The commercial conditions quoted by the Tenderer are evaluated to confirm that all terms and conditions specified in the Tender have been accepted without reservations by the tenderer. Only minor deviations may be accepted/allowed, provided these do not constitute material deviations without financial impact and do not grant the tenderer any undue advantage vis-à-vis other tenders and Procuring Entity.
   f. Evaluation of Financial Bids and Ranking of Tenders in general:
      a) The financial bids of only responsive and technically accepted tenders will be opened and evaluated.
      b) If the price bid is ambiguous so that it may very well lead to two equally valid total price amounts, then the bid should be treated as unresponsive.
      c) Sometime certain bidders offer suo motu discounts and rebates after opening of the tender (techno-commercial or financial). Such rebates/discounts should not be considered for the purpose of ranking the offer but if such a firm does become L1 at its original offer, such suo motu rebates can be incorporated in the contracts. This also applies to conditional rebates, for example, rebate for faster payments, and so on.
      d) Normally, the comparison of the responsive tenders shall be on total outgo from the Procuring Entity's pocket, for the procurement to be paid to the supplier or any third party, including all elements of costs as per the terms of the proposed contract, including any taxes, duties, levies etc, freight insurance etc. Therefore it should normally be on the basis of FOT/FOR destination basis, duly delivered, commissioned, as the case may be.
      e) Unless otherwise specifically indicated as inclusive in the total price, if any of the bidders has failed to quote any cost element; such as freight, packing charge etc., the highest of the charge quoted by other parties shall be taken for comparison and ranking.
      f) In the case of bidders who are not registered with GST, the price comparison shall be after adding reverse tax payable by Procurement entity.
      g) In the case of goods manufactured in India or goods of foreign origin already located in India, GST and other similar taxes and duties, which will be contractually payable (to the tenderer) on the goods are to be added.
      h) As per policies of the Government from time to time, the purchaser reserves his option to give price/purchase preferences as indicated in the tender document.
i) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

25. Procurement Preference:
   i. Procurement preference is given to Micro and Small Enterprises registered with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises, indicated below, as per Public Procurement preference Policy of Govt. of India:
      a) District Industries Centres;
      b) Khadi and Village Industries Commission;
      c) Khadi and Village Industries Board;
      d) Coir Board;
      e) National Small Industries Corporation;
      f) Directorate of Handicraft and Handloom; and
      g) Any other body specified by the Ministry of MSME.

   ii. The benefit is also available to MSEs, who are having Udyog Aadhar Memorandum.

   iii. This benefit is available only for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.

   iv. An MSE Unit will not get any purchase preference over another MSE Unit.

   v. Procurement Preference is also extended to suppliers registered under “Make in India” and where the minimum local content is 50%, as per Public Procurement (Preference to Make in India), order, 2017.

26. Warranty clause: The items covered under this tender, shall be covered minimum one year on site comprehensive warranty. The warranty shall be given by the Original Equipment Manufacturer. If any item covered under warranty fails, the same shall be replaced free of cost including all the applicable charges including transporting cost both the ways.

27. On selection, he/she shall be required to provide security deposit as performance guarantee for an amount of 10% of the purchase value of the equipment(s) in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from the Commercial Bank, which shall be valid for entire performance guarantee period plus 60 days, within 14 days from the date of communication Purchase Order.

Sd/-
(Administrative officer)
SPECIAL CONDITIONS FOR FOREIGN SUPPLIERS

1. The offer must be in English. The rates should be indicated both in figures and words against item specified in the given table.

2. Foreign bidders may quote price in RBI’s notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees, except for expenditure incurred in India, including agency commission, if any; which should be stated in Indian Rupees.

3. The amount of Agency Commission payable to the Indian Agent should not be more than what is specified in the Agency agreement.

4. All quoted prices in foreign currencies are to be converted into Indian Rupees, as per the selling exchange rates established by RBI as prevailing on the date of tender opening.

5. The total cost should be quoted both on FAS/FOB and CIF, Cochin/CIP, C-MET, Athani, Thrissur, duly indicating the break-up of prices for freight, insurance, and so on, with purchaser reserving the right to order on either basis.

6. The price quotes under FOB and CIF/CIP should also include the cost of installation, and training, if any, at C-MET, Thrissur Laboratory. The quoted price should also inclusive of cost of consumables which are required for the main equipment for initial operation, up to a reasonable period.

7. In case, C-MET is offered and accepted the FOB or CIF/CIP price, the customs duty payable in India will be on C-MET account.

8. Wherever the CIF/CIP price is approved and a supply order is issued on this basis, the equipment will be cleared by C-MET from the concerned port, through the authorized clearing agent and the supplier should take delivery from the clearing agent of C-MET and should take responsibility for local transportation, insurance and installation at site.

9. **Duty Exemption**: Centre for Materials for Electronics Technology (C-MET) has been granted the benefit of exemption from the payment of the Central Excise Duty and Customs Duty by the Department of Scientific and Industrial Research (DSIR), Govt. of India, vide their Notification No.10/97 - Central Excise Dated 1st March, 1997 & No. 16/2007- central Excise dated 1st March, 2007 and 51/96 –Customs dt. 23rd July 1996 & No. 24/2007 – Customs dt. 1st March 2007 respectively, in respect of
   
a) Scientific and technical instruments, apparatus, equipment including computers.
b) Accessories and spare parts of goods specified in (a) above and consumables.
c) Computer software, compact disks, CD ROM, Recording magnetic tapes, microfilms, micro-chips etc.
d) Prototypes.

Hence, the bidders should take into consideration about this facility of C-MET while quoting for the advertised scientific equipments.
10. In case of the Principal supplier of Foreign country is unable to meet any of the conditions stated at the preceding paragraphs, the local agent / dealer should fulfill the above said conditions especially, in respect of Local Insurance, Freight, safety transport and installation, etc.

11. For the imported equipments, normally a letter of Credit will be opened for 100% FOB price on receipt of order of acknowledgement and receipt of a performance bond of 10% of the total contract / purchase value in the form of bank guarantee issued or confirmed from a commercial bank in India OR Fixed Deposit Receipt endorsed in favour of C-MET, Thrissur OR Demand Draft drawn in favour of C-MET, Thrissur from a commercial bank in India covering the warranty period. (Bank Guarantee format enclosed).

12. Bank charges in India shall be borne by the purchaser and outside India shall be borne by the contractor / supplier.

13. No Agency commission will be paid to any authorized agent in India.

14. The training, if required, should be provided by the supplier on the specimen and operation of the equipments for a minimum period of two weeks from the date of installation with an expert team.

15. The bidder from abroad shall obtain, if required, export permission from the appropriate authorities in his country or the country of origin for items to be shipped to India. C-MET shall provide necessary information if required for this purpose.

16. Part shipment will not be accepted.

17. Electrical power input: All equipment must operate at 230V/50 Hz single phase and / or equivalent three phase electrical power.

Sd/-

(T.K. Anil Kumar)
Administrative Officer
Check list for Tender No. TR/PUR/SP/017/2019 dt. 11.02.2020

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Particulars</th>
<th>Please put ‘✓’ mark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Whether submitted EMD/ Bid Security</td>
<td>Yes/No</td>
</tr>
<tr>
<td></td>
<td>If not, whether elegible for EMD exemption</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Whether valid certificate claiming EMD exemption submitted</td>
<td>Yes/No</td>
</tr>
<tr>
<td>3</td>
<td>Whether tender submitted in the prescribed format</td>
<td>Yes/No</td>
</tr>
<tr>
<td></td>
<td>( Either in the attached format or in the letter head )</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Whether registered under GST ACT</td>
<td>Yes/No</td>
</tr>
<tr>
<td>5</td>
<td>Whether submitted in two bid system/single bid system</td>
<td>Yes/No</td>
</tr>
<tr>
<td>6</td>
<td>Whether eligible for procurement preference</td>
<td>Yes/No</td>
</tr>
<tr>
<td>7</td>
<td>Whether warranty as required by us quoted</td>
<td>Yes/No</td>
</tr>
<tr>
<td>8</td>
<td>Whether the envelope containing quotations properly addressed, sealed and super scribed as required</td>
<td>Yes/No</td>
</tr>
<tr>
<td>9</td>
<td>Whether principal supplier/OEM itself or Agent/Dealer of behalf of Principal/OEM</td>
<td>Principal Supplier/OEM or Agent or Dealer of Principal supplier/OEM</td>
</tr>
</tbody>
</table>

Name, Signature & Seal of Authorised Signatory

Place:

Date:
MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

Centre for Materials for Electronics Technology (C-MET),
Shornur Road, Athani P.O., Thrissur, Kerala, Pin – 680 581

WHEREAS ………………………………………………………………………… (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no…………………………… dated ……………to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ……………………………………………………………………. (amount of the guarantee inwords and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ….. day of ………, 20……

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch