

**CORPORATE MATERIALS
(RAW MATERIALS PURCHASE)**

**Petrochemical Division Administration Building,
Udyogamandal, Cochin – 683 501
Ph: 00 91 484 2568623/2568233
E-mail: manju@factltd.com / kennedy@factltd.com**

ENQUIRY NOTICE

ENQUIRY NO. MAT-RM-SA-OLEUM-102 DATED 20.10.2022

Sub: Procurement of Sulphuric Acid and Oleum by Road.

The Fertilisers And Chemicals Travancore Limited (FACT) is a Government of India enterprise, engaged in the production of fertilizers. We invite your most competitive bid in seal covers for Open Tender strictly in SINGLE BID format as explained in Instructions to Bidders (Annexure II) for supply of Sulphuric Acid and Oleum as per the details given below and as per enquiry documents attached.

1.0 Material: Sulphuric acid as per specifications attached vide Annexure I.

1.1 Quantities and Delivery Schedule:

10000 - 12000 MT for supply till 21st November, 2022. Supplies shall be made by road to our plants at Cochin Division, Ambalamedu. Supply shall commence immediately after issue of our Letter of Intent (LOI)/PO and shall be uniformly spread over the delivery period. Bidders shall indicate the quantity offered and the weekly delivery schedule in the Price Bid Format. In order to meet the quantity as per the enquiry, FACT may place order on one or more bidder(s) depending on the quantity / delivery schedule offered by the bidders.

2.0 Material: Oleum as per specifications attached vide Annexure IA.

2.1 Quantities and Delivery Schedule:

Upto 4000 MT for supply till 21st November, 2022. Supplies shall be made by road to our plants at Udyogamandal Division, Udyogamandal. Supply shall commence immediately after issue of our Letter of Intent (LOI)/PO and shall be uniformly spread over the delivery period. Bidders shall indicate the quantity offered and the weekly delivery schedule in the Price Bid Format. In order to meet the quantity as per the enquiry, FACT may place order on one or more bidder(s) depending on the quantity / delivery schedule offered by the bidders.

Note : FACT requires sulphuric acid on immediate priority basis. Procurement of Oleum may be done in the event of non availability of the required quantity of Sulphuric Acid and at the discretion of FACT.

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3. Price: Prices shall be for delivery at our sites (FACT Cochin Division, Ambalamedu/Udyogamandal Division, Udyogamandal). Prices are to be quoted in the Price Bid format enclosed. Bidders are requested to offer minimum Credit for 15 days. (Ref. price bid format Annexure III)

4. **Earnest Money Deposit (EMD):**

Bidder shall submit along with their bid Earnest Money Deposit as detailed below:

EMD shall be Rs.1,00,000.

The EMD is exempted in the case of vendors as follows:

- i. Vendors quoting for Sulphuric Acid should have supplied Sulphuric Acid to FACT earlier or have supplied at least 1000 MT Sulphuric Acid in trucks/tankers to any firms in India during any one year of the preceding three years.
- ii. Vendors quoting for Oleum should have supplied Oleum to FACT earlier or have supplied at least 500 MT Sulphuric Acid in trucks/tankers to any firms in India during any one year of the preceding three years

Bidder shall submit EMD along with their bid in the form of RTGS/NEFT payment.

FACT's account details to enable RTGS payment is as below:

IMPORTANT: The details of our bank for remitting EMD are as given below:

STATE BANK OF INDIA, BRANCH: UDYOGAMANDAL, KOCHI, KERALA

A/ NO. : 57017844467, IFSC Code SBIN0070158

If EMD is remitted through RTGS, the relevant UTR Number has to be informed to us by email/fax prior to the due date/time for submission of bid.

Bids without EMD are liable to be rejected.

EMD shall not carry any interest. In case the bidder who is awarded the contract so desire to adjust the EMD against Security Deposit, the same may be allowed by FACT, based on written request. EMD of the unsuccessful bidders shall be refunded after award of the contract(s).

5. Evaluation of bids: Evaluation of bids shall be done on landed cost at our plants at FACT Cochin Division, Ambalamedu/Udyogamandal Division, Udyogamandal including all taxes, freight and insurance. Evaluation shall be done based on the landed cost with 15 days credit basis. Loading shall also be done towards deviations from the enquiry terms, payment etc.
6. Bids submitted shall be complete giving all the requirements as per the enquiry. Bids shall be evaluated based on the details given in the bid. Post-bid clarifications on price, quantity, delivery schedule, payment terms and any other terms are unacceptable except against any post bid clarifications sought from our end.

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Clarifications on suo-motu basis will be summarily rejected and such action by bidders will be viewed seriously.

7. The bid shall be valid for a period of 10 days from the date of opening of bids.
8. **Due date and time for submission of bids: 26.10.2022 /14.00 hrs IST**
Due date and time for opening of bids: 26.10.2022 /14.30 hrs IST
9. FACT reserves the right to accept bids with deviations in Delivery and Payment Terms, in case of offers received from Central/State PSUs.

Thanking you,
For The Fertilisers and Chemicals Travancore Limited

Dy. General Manager (Materials)

Documents enclosed

1. - Specifications of Sulphuric Acid (Annexure I)
2. - Specifications of Oleum (Annexure IA)
3. - Instructions to Bidders (Annexure II)
4. - Prequalification criteria for Sulphuric Acid and vendor details (Annexure III)
5. - Prequalification criteria for Oleum (Annexure IIIA)
6. - Standard Terms & Conditions of Purchase (Annexure IV)
7. - Price Bid Format (Annexure V)
8. - Compliance statement (Annexure VI)
9. - Proforma of Bank Guarantee in Lieu of Security Deposit (Performance Guarantee (Annexure-VII)
10. - List of Approved Banks (Annexure-VIII)

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SPECIFICATION OF SULPHURIC ACID

Sulphuric Acid of 98% concentration minimum as per IS 266/1977

<u>SL. No.</u>	<u>Components</u>	<u>Percentage</u>
1	H ₂ S ₀ 4	98% min
2	Residue on Ignition	0.2% max
3	Iron	0.05% max
4	Lead	0.005% max

Annexure – 1A

Oleum as per below:

SPECIFICATION OF OLEUM

Sl. No.	Components	Specification
1	Free SO ₃	22-26% by wt
2	Iron	75 mg/kg max
3	Lead	1 mg/kg max
4	Colour	Colour less

INSTRUCTIONS TO BIDDERS

1. Definitions:

FACT: Shall mean The Fertilisers and Chemicals Travancore Limited, having Registered office at Udyogamandal, Cochin, Kerala and its various Divisions. This enquiry is sent by Corporate Materials, FACT - Head Office, Udyogamandal.

Bidder: Shall mean the firm/manufacturer/trader/individual who submits bid in response to this enquiry.

Seller: Shall mean the firm/manufacturer/trader/individual on whom FACT places the Purchase Order.

Contract value: Contract value shall be the total all-inclusive landed cost of the material for the quantity ordered.

2. Bidders shall study carefully the Enquiry Notice, Instructions to Bidders and all Terms and Conditions attached along with this enquiry. All conditions set out therein shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT, while accepting any bid in the event of such acceptance.

3. **Submission /opening of bids:**

Bids shall be submitted on single part, as detailed in the Instructions to Bidders vide Annexure - II.

Bid shall be the Techno-commercial bid and shall consist of the following:

1. - Specifications of Sulphuric Acid (Annexure I)
2. - Specifications of Oleum (Annexure IA)
3. - Instructions to Bidders (Annexure II)
4. - Prequalification criteria for Sulphuric Acid and vendor details (Annexure III)
5. - Prequalification criteria for Oleum (Annexure IIIA)
6. - Standard Terms & Conditions of Purchase (Annexure IV)
7. - Price Bid Format (Annexure V)
8. - Compliance statement (Annexure VI)
9. - Proforma of Bank Guarantee in Lieu of Security Deposit (Performance Guarantee (Annexure-VII))
10. - List of Approved Banks (Annexure-VIII)

All annexures shall be signed and sealed by the Authorized Signatory of the bidder on all pages. Annexure- VI shall indicate deviations, if any, in the terms of the enquiry documents (Enquiry Notice and all Annexures) as offered by them, referring the relevant Annexures/clauses.

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Bidders are required to quote their rates strictly in the Price Bid Formats enclosed as **Annexure V.**

Bid documents shall be enclosed in an envelope and sealed and the enquiry No., Name of the bidder shall be super scribed on the envelope.

The sealed envelope containing bid as above shall be addressed and submitted to the Assistant Officer (Administration), Central Bid Registration Cell, PD Administration Building, FACT Ltd., Udyogamandal, Cochin - 683 501 not later than the time stipulated in the enquiry. Delayed/late bids are liable to be rejected.

Offers sent by E mail shall be considered, as a special case.

The email id for receipt of offers is : saol102@factltd.com. Please note that offers sent to any other email id shall not be considered for evaluation.

The following officer in Administration Department are authorized to receive bids: Mrs. Ancy Mathew - AO (Admin)

Due date and time for submission of bids: As per para 8 of Enquiry Notice.

Bids shall be opened at the Administrative Office, FACT Petrochemical Division, at Udyogamandal in the presence of bidders or their authorized representatives who may be present. Bidders' representatives attending the bid opening shall bring with them the authorization from the bidder.

Due date/Time for opening of Bids: As per para 8 of Enquiry Notice.

5. The original bid shall not be withdrawn within the validity period even if negotiations are done or counter offer made by us
6. Bids shall be complete giving all the requirements as per the enquiry. Evaluation of bids shall be made based on the details given in the bid. Post-bid clarifications on price, quantity, delivery schedule, payment terms etc. are unacceptable except against any post bid clarification as required by FACT. Post bid clarifications on suo-motu basis will be summarily rejected and such action by bidders will be viewed seriously.
7. The bids shall be neatly written in ink/typed with pages consecutively numbered and shall be signed on all pages. Bids shall be free from over writing and all corrections shall be duly attested by the bidder.
8. The bid shall be signed by authorized persons only.
9. FACT reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
10. In order to meet the quantity indicated in the tender, FACT, at its option, reserves the right to award the contract to more than one bidder and apportion the quantity in such manner as deemed suitable, depending on the quantity / delivery schedule offered.

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Pre-qualification criteria for Sulphuric Acid

The Vendor should have:

- (i) Experience in supply of at least 1000 MT Sulphuric Acid in trucks/tankers to any firms in India during any one year of the preceding three years as on the date of submission of offer.

Copies of Purchase Orders/ Invoices for the supplies, duly attested by the authorized signatory shall be furnished as documentary evidence in support of the above.

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DETAILS OF VENDORS FOR SUPPLY OF SULPHUR ACID & OLEUM

- | Description | To be filled in by vendor |
|--|----------------------------------|
| 1.1.0 Name of the vendor | |
| 1.2.0 Full address with PIN code | |
| 1.3.0 Telephone Numbers | |
| 1.4.0 E-mail ID | |
| 1.5.0 Mobile Numbers | |
| 1.6.0 Contact Person(s) | |
| 2.0.0 Company Particulars: | |
| 2.1.0 Constitution | |
| 2.2.0 Name and address of Bankers | |
| 2.5.0 Financial data: | |
| 2.5.1 Sales turn-over for the last three years : | |
| 3.0.0 Details of Authorized Signatories: | |

	Name	Designation	Signature
1			
2			
3			

4.0.0 Details of previous supplies of Sulphuric Acid during preceding three years

Year	Client's name	P.O. No./date	Quantity

4.1.0 Details of previous supplies of Oleum during preceding three years

Year	Client's name	P.O. No./date	Quantity

<u>CHECKLIST FOR ENCLOSURES</u>		
5.0.0	(Please check and confirm attachment of the following documents):	
5.1.0	Documents in proof of your Organisations's Constitution	Yes/No
5.2.0	Copies of GST Regn. Certificate :	Yes/No
5.3.0	Copy of Income Tax Return acknowledgment for previous 3 years	Yes/No
5.4.0	Proof of valid registration certificates under SSI / NSIC	Yes/No
5.5.0	Proof of ISO Certification / BIS approval and / or approval by reputed III Party Inspection Agency.	Yes/No
5.6.0	Latest 3 years balance sheets Profit & Loss Account for previous 3 years	Yes/No
5.7.0	Major Purchase Order copies and corresponding invoices or Certificates on satisfactory performance as proof for completion from buyers, pertaining to the last three financial years	Yes/No

We certify that all information furnished by us in this application form is correct and true. In the event that the information given is found to be incorrect /untrue, FACT shall have the right to disqualify us or remove us from FACT's vendor lists without giving any notice or reason thereof.

Place :

Date :

Signature :

Name of the authorized signatory:

Seal :

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Pre-qualification criteria for Oleum

The Vendor should have:

- (i) Experience in supply of at least 500 MT Oleum in trucks/tankers during any one year of the preceding three years as on the date of submission of offer.

Copies of Purchase Orders/ Invoices for the supplies, duly attested by the authorized signatory shall be furnished as documentary evidence in support of the above.

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STANDARD TERMS AND CONDITIONS FOR PURCHASE

1.0 Product: 1.Sulphuric Acid as per specification vide Annexure I attached.
2.Oleum as per specification vide Annexure IA attached.

2.0 Weighment:

Quantity at loading point shall be taken for billing. The quantity received as per FACT weighbridge report will be final. The tolerance of weight will be (-) 0.5% (minus 0.5%) for each tanker. If the weight recorded at buyer's plant is more than or equal to 99.5% of invoiced weight, then the invoice weight will be treated as final. In case weight at buyer's weighbridge is less than 99.5% of the invoiced weight, buyer's weighment will be final for effecting payment.

3.0 Delivery period : Delivery period shall be as specified in the Purchase Order.

4.0 Insurance: To be arranged by Seller.

5.0 Security Deposit (SD): The successful bidder shall be required to submit a performance guarantee bond equivalent to 3% of the value towards Security Deposit (SD) for the faithful performance of the contract. The performance guarantee shall be in the form of Bank Guarantee (BG) in the prescribed form as per Annexure VII of the enquiry documents. The list of banks from which the BG is to be obtained is enclosed as Annexure - VIII of the enquiry documents.

The requirement of Security Deposit is exempted in the case of successful bidders as follows:

- i. Successful bidders of Sulphuric Acid should have supplied Sulphuric Acid to FACT earlier or have supplied at least 1000 MT Sulphuric Acid in trucks/tankers to any firms in India during any one year of the preceding three years.
- ii. Successful bidders of Oleum should have supplied Oleum to FACT earlier or have supplied at least 500 MT Sulphuric Acid in trucks/tankers to any firms in India during any one year of the preceding three years

The bank guarantee towards SD shall be valid till the completion of the period of contract as per the Order with a claim period of 6 months. Security Deposit shall not carry any interest.

6.0 Price: Price shall be for delivery at our sites (FACT Cochin Division, Ambalamedu/Udyogamandal Division, Udyogamandal). Price shall be firm without any escalation till the order is completely executed.

7.0 Payment Terms: Payment after the period of credit of 15 days and after receipt and acceptance of the material at our plants, as agreed and specified in the order.

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Payment for the supplies from 1st to 15th of the month shall be made on 22nd of the same month. Payment for the supplies from 16th to 30th of the month shall be made on 7th of the next month. If the payment day falls on the holiday payment shall be made on the next working day.

8.0 Statutory deductions towards income tax, TDS on GST etc shall be made from the seller's bills as applicable.

9.0 Taxes, Duties and Levies.

9.1 The bidders shall furnish the following along with the offers:

1. The GST registration Number and details of the bidder. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.
2. Place of supply
3. Address of the seller billing the item if it is different from 2 above
4. GST rates applicable for the item
5. HSN / SAC codes of item of the goods / services quoted
6. In case of unregistered seller, a declaration to that effect with reason should be furnished.

9.2 Our GST registration in the state of Kerala is 32AAACT6204C1Z2.

9.3 The prices quoted shall be exclusive of GST. The seller/contractor shall do the following:

- a) Submit GST compliant tax invoice to FACT along with supply.
- b) Shall ensure uploading the above invoice as per statute &
- c) File monthly returns in time enabling FACT to claim the input tax credit.

9.4 GST charged by the seller/contractor shall be released separately to the seller /contractor only after filing of (i) the outward supply details & the monthly return on GSTN portal by the seller /contractor and (ii) on matching the input tax credit to such invoice with the corresponding details of outward supply of the seller /contractor. In case FACT incurs any liability (like interest, penalty etc.,) due to denial/reversal of such input tax credit in respect of the invoice submitted by the seller /contractor, for the reasons attributable to the seller /contractor, the same shall be recovered from the seller /contractor. Further in case FACT is deprived of the input tax credit due to any reason attributable to the seller /contractor, the same shall not be paid or recovered if already paid to the seller /contractor.

10.0 Sellers' Default

10.1 In the event of any default by seller to comply with any of the provisions or requirements hereof, FACT shall have the right to terminate the order and arrange for the procurement, from alternative sources at the risk and cost of the Seller. The waiver of one default shall not be considered an automatic waiver of any other default.

11.0 Sub-letting of order.

11.1 In case of an order, the seller shall not sublet or assign the Order or any part thereof. Order will be placed by FACT only on the bidder(s) whose Prequalification Cum Techno-

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Commercial bid has been found acceptable on evaluation unless otherwise specifically agreed to by FACT.

12.0 Modification

12.1 No agreement or understanding in any way modifying the conditions of order shall be binding upon FACT unless mutually agreed and accepted in writing by FACT.

13.0 Claims

13.1 FACT shall be entitled to retain the amount of any of its claims against the seller, whether liquidated or un-liquidated, arising out of this Order and set off the same against any amount payable to the Seller under the Order, without prejudice to and in addition to the other rights of FACT, including the recovery of the amount of any claim, by other methods, legally available.

14.0 Force Majeure

- i) If at any time during existence of this contract if either seller or FACT is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restrictions, acts of God and acts of Govt. (including, but not restricted to prohibition of exports or imports), fires, floods, explosions, epidemics, strikes, embargoes and closure of discharge berths, then the date of fulfillment of agreement shall be rescheduled after considering FACT's production requirements, ullage, market conditions, prices etc.
- ii) Any waiver/extension of time in respect of the delivery of any installment or part of the goods occasioned due to reasons in (i) above shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- iii) If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither Seller nor FACT shall have the right to claim eventual damages from each other.
- iv) The Seller or FACT who is unable to fulfill their obligations under the contract shall within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by local Chamber of Commerce in the country of the seller or FACT shall be sufficient proof of the existence of the above circumstances and their duration.
- v) Non-availability of material shall not be an excuse to the Seller for not performing their obligations under the contract.

15.0 Default

In the event of any default by the seller in executing the Purchase Order in accordance with the specifications and/or terms and conditions of the Purchase Order, FACT may terminate the Purchase Order without prejudice to any other right, remedy or option FACT may have. In the event of such termination, FACT shall have the right to procure the goods from other sources at the risk and cost of the Seller.

16.0 Law

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In case of an Order the governing law shall be Indian Law. The proper language of the Purchase Order shall be English. The seller agrees to submit himself to the jurisdiction of Indian Courts of Law.

17.0 Seller warrants that the goods are free and clear of liens and encumbrances and that he has good and marketable title to the same.

18.0 Arbitration Clause

If any dispute(s) arises out of or relating to or in connection with this contract, between the Contractor and the Owner/FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute (s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in English. Any legal proceedings relating or in connection with this Contract shall be limited to the exclusive jurisdiction of the High Court of Kerala.

19.0 **FRAUD PREVENTION POLICY:** Bidder shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said policy is available in FACT website www.fact.co.in.

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Enquiry No. MAT-RM-SA-OLEUM-102 dated XX.0XX.2022

Price Bid Format

<u>Sl. No</u>	<u>Price elements</u>	<u>Rs. Per MT</u>
1	Price for Sulphuric acid delivered at FACT, Cochin Division, Ambalmedu (including freight and insurance) Payment on 15 days credit basis	
2	IGST or SGST plus CGST as applicable [Payment on 15 days Credit Basis]	
3	Total landed cost – Payment on 15 days Credit basis	

Total quantity Offered - MT.

Weekly Delivery Schedule - MT per week.

<u>Sl. No</u>	<u>Price elements</u>	<u>Rs. Per MT</u>
1	Price for Oleum delivered at FACT, Cochin Division, Ambalmedu /Udyogamandal Division, Udyogamandal (including freight and insurance) Payment on 15 days credit basis	
2	IGST or SGST plus CGST as applicable [Payment on 15 days Credit Basis]	
3	Total landed cost – Payment on 15 days Credit basis	

Total quantity Offered - MT.

Weekly Delivery Schedule - MT per week.

Name of Bidder:

Signature of Authorized Signatory

Date:

Place:

Seal:

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COMPLIANCE STATEMENT

Ref: Enquiry No. MAT-RM-SA-OLEUM-102 dated 20/10/2022

We have read and understood all the Enquiry Documents (Enquiry Notice and all Annexures) against your enquiry no. MAT-RM-SA-OLEUM-102 dated 20/10/2022 and hereby confirm our acceptance to the same except for the deviations listed below:

LIST OF DEVIATIONS		
Document/ Clause No.	Description	Reasons for Deviations

Name of Vendor:

Name & Designation of Authorized Signatory:

Seal & Signature:

Date:

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**PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
(PERFORMANCE GUARANTEE BOND)**

(To be obtained from a Nationalized / Scheduled Bank on Stamp Paper of Rs. 500/-).

The Fertilisers and Chemicals Travancore Limited,
Udyogamandal P.O.
Cochin - 683 501

WHEREAS FACT - Head Office, a Division of Fertilisers and Chemicals Travancore Limited, Udyogamandal P.O. Kerala (hereinafter called referred to as the Company) has placed a Purchase Order No.....dated.....with M/s..... hereinafter called the supplier) for the supply of and whereas it is one of the conditions of the said purchase order that the Supplier shall either remit a sum of Rs.....(Rs.....only) or furnish a Bank Guarantee for Rs..... (Rs.only)as security deposit for the due fulfillment of the said purchase order by the said Supplier.

In consideration of the Company having agreed to accept a Bank Guarantee from us towards such security deposit in lieu of the cash deposit in accordance with the terms and conditions of the above purchase order, we..... the Bank (hereinafter referred to as the Bank) do hereby undertake to pay the Company merely on demand any sum or sums from time to time demanded by the Company up to a maximum of Rs..... (Rs..... only) being the amount of the security deposit against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Supplier of any of the terms and conditions contained in the said purchase order.

We, the said Bank, do hereby unconditionally and irrevocably undertake to pay the amount upon first written demand from the company without any demur or protest. We, the bank further confirms that the company is not required to state the reasons or show grounds for such demands. Any such demand made by the company shall be binding and conclusive as regards the amount due and payable by the Bank under this guarantee.

We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said Supplier in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the said Supplier shall have no claim against us for making such payment.

We 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 Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Supplier and accordingly discharges this guarantee.

We further agree with the said Company that they 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 Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the seller and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Supplier or any other forbearance, act or omission on the part of the Company or any

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indulgence by the Company to the said Supplier or any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be effected by any change in the constitution of the Bank or the Company or the said Supplier nor shall this guarantee be affected by any change in the constitution of the Company or the said Supplier by absorption with any other body or corporation and this guarantee shall be available to or enforceable by such body or corporation.

Our guarantee shall remain in force until Unless a claim or demand is made within six months after the expiry of the above date, all the Company's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities thereunder. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding Rs..... (Rs. only).

Any notice by way of request, demand or otherwise hereunder may be sent by post or submit to the Bank addressed as aforesaid or any local branch of the Bank in Ernakulam Dist / Kerala State and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted shall be conclusive.

Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having jurisdiction over Udyogamandal, in Kerala State, India, where the registered office of the company is situated and no other court shall have jurisdiction in the matter.

We Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of FACT in writing.

Dated this day of Two thousand

For (Name of Bank) :

Authorised Official :
Name :
Designation :

Place:

Full address of the Branch issuing this guarantee.

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LIST OF FACT APPROVED BANKERS FOR BANK GUARANTEE:

Please note that all bank guarantees against the above-referred enquiry shall be issued and confirmed by the banks approved by FACT. The list of banks approved by FACT is given below:

A) List of Scheduled Public Sector Banks

1.	Bank of Baroda
2.	Bank of India
3.	Bank of Maharashtra
4.	Canara Bank
5.	Central Bank of India
6.	Indian Bank
7.	Indian Overseas Bank
8.	Punjab & Sind Bank
9.	Punjab National Bank
10.	State Bank of India
11.	UCO Bank
12.	Union Bank of India

B) List of Scheduled Private Sector Banks

1.	Axis Bank Ltd.
2.	Bandhan Bank Ltd.
3.	CSB Bank Ltd.
4.	City Union Bank Ltd.
5.	DCB Bank Ltd.
6.	Dhanlaxmi Bank Ltd.
7.	Federal Bank Ltd.
8.	HDFC Bank Ltd
9.	ICICI Bank Ltd.
10.	IndusInd Bank Ltd
11.	IDFC First Bank Ltd.
12.	Jammu & Kashmir Bank Ltd.
13.	Karnataka Bank Ltd.
14.	Karur Vysya Bank Ltd.
15.	Kotak Mahindra Bank Ltd
16.	Lakshmi Vilas Bank Ltd.
17.	Nainital Bank Ltd.
18.	RBL Bank Ltd.
19.	South Indian Bank Ltd.
20.	Tamilnad Mercantile Bank Ltd.
21.	YES Bank Ltd.
22.	IDBI Bank Lt

C) FOREIGN BANKS:

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1. ABN AMRO Bank N.V.,
2. American Express Bank Limited,
3. Bank of American National Trust & Saving Association,
4. Bank of Tokyo Limited,
5. Barclays Bank PLC
6. BNP Paribas
7. Calyon Bank
8. Citibank N.A.,
9. Deutsche Bank,
10. Development Bank of Singapore (DBS)
11. Hong Kong & Shanghai Banking Corporation Limited,
12. ING Vysya Bank
13. JP Morgan Chase Bank,
14. Standard Chartered Bank.

Note: If the Bank Guarantee is issued by a bank outside India, a counter guarantee from an Indian nationalized/ scheduled bank in India shall be submitted.

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