

**FACT**

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED  
(A Government of India Enterprise) Regd. Office: Eloor  
CORPORATE MATERIALS, FACT-PD ADMN.BUILDING,  
UDYOGAMANDAL-683 501, KOCHI (KERALA), INDIA.

Phone: 0484-2568232/2568204, Fax: 0484-2545172

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**Supply of Burnt Lime Stone at FACT**

GeM Bid No. GEM/2023/B/3865693 Dt. 23-08-2023

Online Bids are invited from experienced and financially sound parties for Supply of Burnt Lime Stone at FACT Udyogamandal and Cochin Divisions as per detailed specifications and other terms and conditions mentioned in the Tender Documents. Interested parties may visit our website ([www.fact.co.in](http://www.fact.co.in)) or Government e Marketplace Portal (<https://gem.gov.in/>) for tender details and further updates on the tender including extension of due date, if any.

Due date/time for submission of bids: **02.09.2023 / 05.00 PM.**

Hindi version of this advertisement is published in our website, <https://fact.co.in>

Sd/-  
Deputy General Manager (Materials) ESS



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3865693  
Dated/दिनांक : 23-08-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-09-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-09-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Chemicals And Fertilizers
Department Name/विभाग का नाम	Department Of Fertilizers
Organisation Name/संगठन का नाम	The Fertilisers And Chemicals Travancore Limited
Office Name/कार्यालय का नाम	Kerala
Total Quantity/कुल मात्रा	2200
Item Category/मद केटेगरी	Quick Lime Burnt (Q2)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	100000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	18

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

GM-Finance  
KERALA, Department of Fertilizers, The Fertilisers And Chemicals Travancore Limited, Ministry of Chemicals and Fertilizers  
(Gm-finance)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore):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 is denoted in the bid document. 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. In case the bid value is more than Rs 10 Crore, the declaration relating

to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.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.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within 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

[OM No.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.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

### Quick Lime Burnt ( 2200 metric tonne )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

#### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Technical Parameters	<b>Minimum Active CaO Content, percent</b>	70, 75, 80, 85, 88 Or higher <b>(percent)</b>
Packaging Details, Marking and Shelf Life	<b>Packaging Size</b>	50, 1000 <b>(kilogram)</b>

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Abhilash K P	682303,Stores Department, Ambalamedu	1800	365
2	Krishnan V K	683501,Udyogamandal P.O. Kochi	400	365

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### 4. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Fertilisers And Chemicals Travancore Ltd.

Account No.

57017844467

IFSC Code

SBIN0070158

Bank Name

State Bank of India

Branch address

Udyogamandal, Ernakulam, Kerala.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### 5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

### Detailed Specification

Enquiry:MM/134/G28050

#### Contact Details

Name: Sreekanth S

Phone: 0484 2568232 , 0484 2568204

Email ID: sreekanth.s@factltd.com

Please submit your offer for supply of the following items as per the instructions, technical specifications and other terms and conditions specified herein/ attached.

#### Note:

1. The delivery period mentioned in the BoQ is our indicative requirement. You may offer your earliest delivery period.
2. Please refer our above referred enquiry number in all correspondence.

SL No.	Material Code	Detailed Specification/s	Quantity	Unit of Measure
1	610123255	BURNT LIME STONE, CONTAINING 75% AVAILABLE CAO, IN, BULK FORM WITH THE FOLLOWING SPECS : , SPECIFICATION : SIZE : 100mm(MAXIMUM), CA O-75%, UNBURNT LIME STONE-LESS THAN 3%, PACKING-IN GUNNY/HDPE BAGS	400	Metric Ton
2	610123255	BURNT LIME STONE, CONTAINING 75% AVAILABLE CAO, IN, BULK FORM WITH THE FOLLOWING SPECS : , SPECIFICATION : SIZE : 100mm(MAXIMUM), CA O-75%, UNBURNT LIME STONE-LESS THAN 3%, PACKING-IN GUNNY/HDPE BAGS	1800	Metric Ton

The period of contract is for one year up to 01.11.2024





## PRE-QUALIFICATION CRITERIA

Sl. No	Pre-Qualification Criteria(PQC)Conditions	Documents to be submitted along with bid.	Bidders compliance
1	<p>The bidder should have supplied a minimum of 400MT of Burnt Lime Stone/Burnt Lime shell/Hydrated Lime (with 60% CaO minimum) during any of the last 7 years (ending as on due date of the bid).</p> <p>In case of live contracts, bidder shall confirm that the quantity specified in the PQ criteria is already supplied as on date of submission of bid and documents in support of the same has to be furnished.</p>	<p>Copy of detailed Purchase Order / Work Order along with invoices/ delivery challan/completion certificate/ performance certificate issued by customer in proof of supply.</p>	

Note:

- 1) FACT shall have liberty to verify the references submitted by the Bidders with users.
- 2) Pre-Qualified bids will only be considered for Technical Evaluation. Technically and commercially acceptable Bids will only be considered for Price Bid opening and evaluation.
- 3) Submission of authentic documents for meeting the above technical and financial criteria is the prime responsibility of the Bidder. Wherever FACT has concern or apprehension regarding the authenticity/ correctness of any document, FACT reserves the right of getting the documents cross verified from the document issuing authority.
- 4) **IMPORTANT:** In case of ambiguity or incomplete or non-submission of required relevant documents along with bid, FACT reserves the right, at its option, to reject the Bidders Bid without assigning any reason and without notice.

## Special Terms and Conditions for Supply of Burned Lime Stone

1. **Scope of supply:** Supply of Burned Lime Stone: With 75% available CaO minimum in 50 kg. Gunny/HDPE bags with the following Specifications:-

Available CaO : 75% minimum  
 Un-burnt Lime Stone : < 3 %  
 Packing : Supply shall be effected in 50 Kgs Gunny/HDPE bags

2. **Security deposit:** Within 15 days of order, a security deposit @ 5% order value shall be submitted by way of a DD or Bank Guarantee from a Nationalized Bank as per Performa enclosed (Appendix B), valid till the completion of the order (with 6 months claim period thereafter), which shall be returned after successful completion of the supply after deducting amounts due, if any, from supplier. No interest shall be applicable on the security deposit.

3. **Price Firm:** Prices shall be firm till the completion of the Order and no request for price revision shall be entertained under any circumstances.

4. **Reduction in price:** Proportionate reduction in price (landed cost) for the reduction in available CaO content below 75% is to be allowed by you on single pro-rata basis up to 65%. The material containing CaO below 65% but up to 50% will be accepted only on double pro-rata basis. The material having CaO content below 50% will be rejected and no payment shall be made.

a) **Single Pro-rata:** If the available CaO content is 70% and price per MT is Rs.1000/- payment will be made @ Rs.  $\frac{1000 \times 70}{75}$

b) **Double Pro-rata:**

Single pro-rata for CaO content up to 65%	= (75 - 65) x 1	= 10
Double pro-rata reduction for CaO up to 50%	= (65 - 50) x 2	= 30
Total pro-rata reduction (sum of single & double pro-rata red.)		= 40
Total reduction in value price reduction for Burnt lime stone having 50% CaO	= $\frac{40 \times 1000}{75}$	= Rs.533.33

5. **Bonus in price:** Pro-rata increase in price will be applied for lime with percentage of Ca(OH)<sub>2</sub> content above 80%. Pro-rata increased price will as per formula given below:

$$P1 = P + \frac{P(x-75)}{75}$$

where, P1 = Pro-rata increased price.

P = Unit price as per PO.

x = CaO content in lime, obtained by lab. Analysis of supplied sample (in percentage).

6. **Important Note:** Excise duty increase due to change in turn over slab will not be paid by FACT.

7. **Samples to be approved before bulk supply.**

8. **Mode of dispatch:** By Lorry, Material shall be delivered on Door delivery basis to Udyogamandal complex Water Treatment plant. The lorry carrying the material should reach our factory before 2:00 PM on any working day for taking sample for lab test and unloading. The supplier shall dispatch the material by means of lorries having the provision to open all the three side bodies (instead of fixed one) to enable FACT to take random sampling, failing which, the suppliers staff shall take out the particular bags for implying as instructed by FACT. Sampling will be done in the presence of

the supplier's representative. If the supplier's representative is not available within 1 hour of arrival of the lorry, FACT will proceed with the sampling unilaterally.

9. **Insurance:** The supplier shall insure the goods at own expense against all transit risks.
10. **Inspection:** Acceptance of the supplies will be based on inspection of the material including lab test at FACT Lab, which will be final. . If the material fails to qualify the tests as per order terms and the material will be rejected. Rejected material shall be taken back immediately by the supplier at own risk and cost. It shall be responsibility of the supplier to expose the bags from the various layers in the lot for taking samples as directed by FACT s staff. The supplier shall ensure that stacking of the bags inside the lorry shall be up to the height of the side covers only in order to expose the bottom most layer of the bags without unloading
11. **Quantity:** The estimated total quantity for one year will be 375MT for Udyogamandal complex Effluent Treatment Plant. The yearly total quantity for the water treatment plant is only an approximate indication and is not guaranteed. The quantity is liable to vary either way depending on our plant requirements. FACT reserves the right to reduce or increase the estimated quantity at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity to be supplied. The supplier has no right to claim loss of profit etc. on account of reduction in revenue arising out of variation in quantity made available for supply.
12. **Weight of the Material:** The weight of the loaded material for billing purpose shall be taken either of the weight at dispatch point or receipt point whichever is lower. Weight of the empty bag will be deducted from the billing weight. Empty bags shall be taken back by the supplier in timely.
13. **Delivery Period and Schedule:** The period of contract is one year from the date of purchase order. Delivery shall be on staggered basis as per the requirement. The required quantity shall be informed the vender in 10 days in advance.
14. **L/D Clause:**0.5% of the value of the outstanding supplies per week subject to a max. of 7.5% of the value of the outstanding supplies will be deducted from vendor bill for delay in delivery if any, L/D will applicable for the delay in supply beyond ten days of giving intimation for supply of lime.
15. **Payment:** Full payment shall be made within 30 days after receipt and acceptance of material at our site after deduction, if any, based on the Ca(OH)<sub>2</sub> content as per our lab report, refer clause 4 above. All direct payments will be made through NEFT/RTGS. Please furnish the following data along with a cancelled Cheque, if not already done.
  - a) Bank Account No.
  - b) Type of A/C
  - c) Name and Adress of the Bank
  - d) IFSC No.
16. **Delay in effecting the supplies:** In the event of delay on the supplier's part to affect supplies/FACT's requirements in time as per PO, FACT shall either make alternative arrangements at the supplier's risk and cost and recover loss/extra expenditure, if any, incurred by FACT in this connection from the supplier or levy liquidated damages as per clause 14.
17. **Cancellation of Order :** FACT reserves the right to cancel the order and make alternate arrangements at the risk and cost of the supplier and forfeit the security deposit in case of supplier's failure to execute the order to the satisfaction of FACT.
18. **Security Regulations :**The supplier is expected to faithfully observe the security regulations of FACT and any loss or damage incurred by FACT on account of the failure of the suppliers or their employees to observe the security regulations of FACT shall be entirely to the account of the supplier.
19. **Other Terms and CONDITIONS:** Unless OTHERWISE SPECIFIED, all other terms and conditions will be as per our Standard Terms and Conditions of Purchase enclosed.

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*[Signature]*

(To be given on Rs.500/- stamp paper)

## PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(To be obtained from a Nationalised/Scheduled bank in India)

The Fertilizers And Chemicals Travancore Ltd.,  
Udyogamandal

WHEREAS FACT (Fertilisers and Chemicals Travancore Ltd., Udyogamandal P.O., Kerala, (hereinafter referred to as the Company) has placed an Order No .....dated ..... with M/s ..... (hereinafter called the Supplier/Contractor) for the supply/work of .....and where as it is one of the conditions of the said Order that the Supplier/Contractor shall either remit a sum of `..... (Rupees ..... only) or furnish a Bank Guarantee for `.....(Rupees.....) as security deposit for the due fulfilment of the said Order by the said Supplier/Contractor.

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 Order, we, ..... , the Bank (hereinafter referred to 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 `..... (Rupees .....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/Contractor of any of the terms and conditions contained in the said 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 demand. 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/Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the said Supplier/Contractor 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 Order and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Order have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said Order have been fully and properly carried out by the said Supplier/Contractor 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 Order or to extend time of performance by the said Supplier/Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Supplier/Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said Order 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/Contractor or any other force-bearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier/Contractor 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 affected by any change in the constitution of the Bank or the Company or the said Supplier/Contractor nor shall this guarantee be affected by any change in the constitution of the Company or the said Supplier/Contractor 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 there under. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding `..... (Rupees ..... only).

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if 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 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, where the registered office of the Company is situated and no other court shall have jurisdiction in the matter.

We, ....., Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the Company 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