

GLOBAL TENDER NOTICE

FOR

**THE SUPPLY OF ONE NUMBER REFURBISHED AGC AZM-T.5.6-F2 ELECTROLYSER
WITH ZERO GAP TECHNOLOGY.**



THE TRAVANCORE COCHIN CHEMICALS LIMITED
UDYOGAMANDAL P.O
KOCHI – 683501
KERALA - INDIA



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E mail : purchase@tcckerala.com
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THE TRAVANCORE COCHIN CHEMICALS LIMITED
(A Government Company)
Udyogamandal P.O, Kochi – 683 501, Kerala.

GLOBAL TENDER NOTICE

For the

**SUPPLY OF ONE NUMBER REFURBISHED AGC AZM-T.5.6-F2 ELECTROLYSER
WITH ZERO GAP TECHNOLOGY.**

Tender Reference No: GS/389/2019-2020

1. Tenders are invited from Technology suppliers/ reputed parties for the Supply of One numbers Refurbished AGC AZM-T.5.6-F2 ELCTROLYZER with Zero gap technology at the premises of TCC, Udyogamandal, Kerala, India.
2. Tender documents can be downloaded from our website, www.tcckerala.com.
3. Cost of Tender document: ₹ 1,000/-(Rupees One Thousand Only) (non-refundable) including applicable taxes by DD/online payment in favor of The Travancore-Cochin Chemicals Limited; drawn on any scheduled bank/ nationalized bank/ foreign bank having branches in India, payable at Ernakulam. Those who have downloaded the Tender Document from the website should submit the proof of payment along with Part-I of the offer.
4. Earnest Money Deposit (EMD): ₹ 50,000/- (Rupees Fifty thousand Only /Equivalent Foreign Currency) as DD or Online payment to TCC bank account or Bank guarantee from any Nationalized Bank/Scheduled Bank/foreign bank having branches in India for equivalent Amount. EMD shall not bear any interest and shall be released only after successful completion of the contract. EMD of the unsuccessful bidders shall be released within one month after executing the contract with the successful bidder.
5. Publishing of Tender Documents : **09.01.2019**
6. Last date of receipt of duly filled up tenders : **05.02.2020 @ 16:00 Hrs.**
7. Opening of Unpriced bid : **06.02.2020 @ 14:00 Hrs.**
8. Opening of Price Bid : On an appropriate date after the completion of Technical evaluation, all technically qualified bidders shall be intimated.
9. The bid enquiry documents are not transferrable.

10. Amendments: At any time prior to the deadline for submission of bids, TCC may for any reasons deemed fit by it, modify the enquiry documents by issuing suitable amendments. All such amendment will be notified through our website www.tcckerala.com only.
11. Bidders shall ensure that, the bids complete in all respects, is submitted to the “Assistant General Manager (Materials)” The Travancore-Cochin Chemicals Limited, Udyogamandal P.O, Kochi-683501, Kerala, India, on or before the closing “date and time” failing which the bids will be treated as late and will be rejected.
12. In the event of critical dates such as last date for tender submission, Tender opening date for Cover 1 & 2 being declared as a holiday /closed day for TCC, the bids will be received/opened on the next working day at the appropriate time.
13. All queries related to the tender shall be sent to the Office of the

“Assistant General Manager (Materials)”
The Travancore-Cochin Chemicals Limited
Udyogamandal .P.O, Kochi – 683 501,
KERALA, INDIA,
Tele-fax No.91-484-2546289
Email: purchase@tcckerala.com

NOTICE INVITING TENDER

1. INTRODUCTION

The Travancore-Cochin Chemicals Ltd (TCC) is a Public Sector Undertaking established in the year 1951, having its registered office and factory at Eloor, Udyogamandal, Ernakulam District in the state of Kerala, India. The company is engaged in the manufacture and marketing of caustic soda, chlorine, HCl acid, sodium hypochlorite and sodium chlorate.

TCC has a total Caustic Soda production capacity of 175 TPD comprising of one Monopolar Membrane Technology plant of 125 TPD and 2 Nos. 25 TPD Bipolar Membrane Plants. The company is planning to install a 75 TPD Bipolar Membrane Cell Plant for Caustic Soda production in its existing premises to augment the production capacity to 250 TPD . The company is in the process of converting its old generation 25 TPD UHDE electrolyzers (2x25 TPD =50 TPD) in to energy efficient Zero Gap electrolyzers to take advantage of the saving in energy front.

TCC markets its products all over India to various consuming sectors. It has an annual turnover of INR 2500 Million. The company is managed by a team of qualified and experienced professionals and has total employee strength of 500.

The company has got an excellent industrial relation and good record of safety. TCC is an ISO 9001:2015 ISO 14001:2015 and OHSAS 18001:2007 certified company.

2. BIDDER ELIGIBILITY CRITERIA

The bidder must meet the following requirements to qualify for bidding:

- a) The bidder must be a Technology supplier or a reputed party in the chlor-alkali field and must have supplied either full set of membrane cell Electrolyser or Electrolyser hardware mainly one full set of Anode/Cathode Elements for Caustic Soda Production to any of the Chlor-Alkali industries in India or abroad during last five years.
- b) The average financial turnover of the bidder during the last 3 financial years should not be less than INR 15 Million. Copy of audited financial statement shall be attached in Cover 1.
- c)The bidder must provide copy of at least one end user certificate for satisfactory performance of the electrolyser/ one full set of Anode / Cathode they have supplied.

3. PREPARATION OF BID

The interested parties are required to submit offer in a Single Cover containing two separate covers superscribed in the manner indicated below and containing the details/documents indicated:-

Cover-I-Technical and Commercial Unpriced bids (“Fee/Pre-Qual/ Technical”).

A sealed cover Superscribed ‘Cover-I’ with Tender reference number and due date, shall contain the following,

- a) Earnest Money Deposit (EMD) of ₹ 50,000/- (Rupees Fifty thousand Only /Equivalent Foreign Currency) as DD or Online payment to TCC bank account or Bank guarantee from any Nationalized Bank/ Scheduled Bank having branches in India, for equivalent Amount.
- b) Proof of online remittance / DD of ₹ 1,000 /- towards the cost of tender document.
- c) Documentary evidence to prove bidder eligibility criteria mentioned in (2) above,
- d) Detailed Technical and Unpriced commercial offer. (without any mention of price)

Offers without the above are liable to be rejected.

Note: Bank account details for online payment and format of bank guarantee are attached as Annexure I and Annexure II

Cover-II Price bid. (Financial).

A sealed cover Superscribed ‘Cover-II’ Priced Commercial Bid with Enquiry Number and due date shall contain the price details with split up for the following

Price details of **One Refurbished AGC ELCTROLYZER, Type-AZM-T.5.6-F2** with Zero gap technology .

Price of single anode and cathode mesh to be separately shown for the evaluation of coating guarantee mentioned in clause number 9 below.

Note: Applicable Taxes shall be shown separately.

For Foreign Suppliers , any income tax/any other state/central taxes within India shall be borne by TCC.

4. PURPOSE AND SCOPE OF TENDER

This Notice Inviting Tender is issued to receive firm quotations from reputed parties for the supply of **One number Refurbished AGC ELCTROLYZER, Type-AZM-T.5.6-F2** Electrolyzer with Zero gap technology at the premises of TCC, Udyogamandal, Kerala, India.

The scope of work is as stated below,

- a) To supply **ONE number refurbished AGC AZEC Electrolyzer AZM T 5.6-F2 triple type monopolar Electrolyzer with zero gap technology, without membranes.**
- b) To supply the required tools if any, if required for the commissioning works by TCC.
- c) To provide the supervision for the commissioning works if required.
- d) To provide operation and maintenance manual for the refurbished Electrolyzer.
- e) To provide technical assistance in case of abnormality during operation and maintenance of refurbished Electrolyzers.
- f) To provide training and development of TCC technicians to carry out the commissioning works if required.
- g) To provide required spares, services, technical support etc for the trouble-free operation of the refurbished Electrolyzers for a minimum period of 4 Years.
- h) Bidder shall furnish documentary assurance for the above.

5. TECHNICAL SPECIFICATIONS

The refurbished electrolyser shall be suitable for the operation of our existing AGC Electrolyzers having the following specifications.

Asahi Glass Company AZEC ELCTROLYZER, Type-AZM-T.5.6-F2 triple type monopolar Electrolyzer having three blocks each consist of **Six frames of cathode elements, Five frames of Anode elements** and total **30 Nos of membranes**.

Make	M/s Asahi Glass Company, Japan
Cathode dimension	1220*1580mm
Anodic area	1.71m ²
Operating current & CD	61.6KA @ 3.60KA/m ² CD
Concentration of NaOH	32%
Operating Temperature	88°C
Hydrogen Pressure	270mm H ₂ O
Chlorine Pressure	0±10mm H ₂ O
Feed Brine Quality	
NaCl	300-310 gpl
Ca+Mg	≤20ppb
Si	≤5mg/l
Al	≤0.1mg/l
I	≤0.2 mg/l
Ba	≤0.5mg/l
Sr	≤0.06mg/l

Fe	≤0.1mg/l
Ni	≤0.01mg/l
Na ₂ SO ₄	6-10gpl
NaClO ₃	≤10gpl
Free Chlorine	Not detected
Suspended Solids	≤1mg/l
pH	8.5-9.5
Temperature	70-75°C

6. TECHNICAL OFFER REQUIREMENTS

The proposal should contain following information;

- a) Details of refurbished Electrolyser
- b) Details of materials of refurbished Electrolyser.
- c) Highlights of technology offered.
- d) Guaranteed power consumption, cathode/anode life etc.
- e) Guaranteed quality and quantity of caustic soda.
- f) Additional precautions/safety points/protective devices/ care for membranes etc., to be taken for smooth operation/ shutdown/ start up of the refurbished Electrolyzers.
- g) To provide technical assistance and train our Electrolyzer maintenance crew for the assembly of refurbished electrolyser if required.

7. COMMERCIAL OFFER

- a) Commercial offer should contain price for the supply of **One number** AGC ELCTROLYZER, Type-AZM-T.5.6-F2 Electrolyzer with Zero gap technology.
- b) The price quoted shall be CIF Cochin Port for imported and F.O.R TCC warehouse for indigenous offers. The currency conversion rate shall be the prevailing rate at the time of effecting payment as per the payment terms mentioned in the tender document.
- c) Taxes and duties shall be mentioned separately by the bidder or else rate quoted shall be considered as inclusive of all taxes and duties.

For Foreign Suppliers, any income tax/any other state/central taxes shall be borne by TCC.

- d) The rate quoted shall be competitive and final. Generally there will not be price negotiation even with the L1 party.
- e) Order will be placed with the L1 party among technically qualified bidders *.The currency conversion rate for the above calculation shall be the prevailing rate on the date of opening the price bid.*

8. VALIDITY OF THE OFFER

The bidders should keep their tender valid up to six (6) months from the last date fixed for receiving the tenders, and the rate quoted shall be firm and without any price escalation/revision till the successful completion of contract .

9. GUARANTEE & WARRANTY

Equipment Warranty

Bidder shall guarantee that refurbished electrolyser supplied by them are free from any defect and workmanship. This warranty should be valid for a period of 12months from the date of start up of the electrolyser or 18months from the date of supply whichever is earlier. In case of failure before expiry of warranty period, bidder shall replace the same free of cost immediately.

Performance Guarantee

Average element voltage of the refurbished electrolyser shall be ≤ 3.1 volt under standard operating conditions. However an allowance of 60 mv will be allowed on the guaranteed voltage of 3.1v as per the conditions detailed below. The bidder shall conduct 72 hours guarantee test run within one month from the date of commissioning. The guarantee test shall be conducted as per the plan commonly confirmed by TCC and bidder. During the test run, the bidder shall guarantee that under the standard operating condition of 3.6KA/m² running current density, Caustic Concentration of 32% and Electrolyzer temperature of 85⁰ deg.C and with new membranes(either Nafion N982WX or AKC F-6801 series membranes)the average element voltage shall be ≤ 3.1 Volt.During the guarantee test, if the operating conditions like current density, Caustic concentration and temperature are not consistent with the guarantee conditions, then the bidder shall provide voltage correction formula to modify the average element voltage to standard operating conditions.

- Guarantee runs should be completed within one month from the date of start-up of the refurbished Electrolyser.
- Successful completion of guarantee test shall not relieve the bidder of their obligation and responsibility in any manner to meet the equipment warranty.
- During the guarantee test run, if the Electrolyser fails to meet the guarantee figures given, the bidder shall modify the Electrolyser and systems at his risk and cost to achieve the guarantee within the agreed stipulated time. The liability of the bidder in such an event shall be unlimited and TCC is free to penalize the bidder for his failure to meet the obligation.
- If any of the guarantee figures does not meet the offered values, the bidder should modify/rectify/replace the spares at their cost and should bring the respective values within the guaranteed figures.

➤ The requirements of TCC are as below:

Average element voltage : ≤ 3.1 V

(With N-982 WX /AKC F-6801 membranes at an electrolyser Catholyte temperature of 85°C, 32wt% NaOH Concentration and Current Density of 3.6 KA/m²)

If the guaranteed Average element voltage is not attained during the performance guarantee test run, the contractor shall at TCC's option compensate TCC by paying liquidated damages as provided hereunder within thirty (30) days after both the parties mutually confirm the non-fulfilment of the performance obligations.

For each 20 milli volt excess in average Element Voltage against that of guaranteed values, compensation @ Rs 200 Thousand INR shall apply, provided that the excess average Element Voltage shall not exceed 60 milli volts.

Coating Life Guarantee

i) Guarantee terms for Cathode Meshes

The cathode meshes shall be guaranteed to give satisfactory performance measured in terms of single electrode potential for a minimum period of 4 years from the date of commissioning or 4 years and 30 days from the date of dispatch whichever occur earlier.

In the event of shorter coating life i.e. for the failure which occurs within 12 months from the date of putting in service, bidder shall replace the cathode meshes free of cost and further 3 years replacement of cathode mesh shall as per the pro rata formula.

$$Pr = Poc \times T/X$$

Where,

Pr= Prorated price to be paid by TCC

T – Months online after startup– Warrantee period in month

Poc – Price of cathode mesh mentioned in the price bid(Cover II)

X - Offered coating life guarantee in months.

During the guarantee period the single electrode potential (SEP) does not exceed the value specified below.

The SEP Value at the start up shall -1.03 Volts Vs NHE at 3KA / sq. meter, 32% NaOH at 85°C.

The cathode coating shall be considered deactivated when the SEP measured on the deactivated cathodes exceed by more than 150millivolt than the startup SEP Value.

ii) Guarantee terms for Anode meshes

The anode meshes shall be guaranteed to give satisfactory performance measured in terms of single Electrode potential, for a minimum period of 4 years from the date of recommissioning or 4years and 30 days from the date of despatch whichever occurs earlier. Under normal operating condition the single electrode potential at start up shall be as follows.

Anodic : + 1.37 V (N.H.E) at 3/4.00 KA/M2, 90 Deg C Temp. & 190 +/- 10 GPL NaCl concentration.

In the event of shorter coating life ie. Less than 4 years, you will recoat the anodic meshes as per terms below.

a) For failure within 12 months of the Guarantee period:

Recoating of the de activated meshes free of cost.

b) For failure after 12 months but before expiry of the Guarantee period:

Recoating of the de-activated meshes on chargeable on prorated basis according to the formula.

$$Pr = Poa \times T/X$$

Where:

Pr = Prorated price to be paid by TCC

Poa = Price of Anode mesh mentioned in the price bid(Cover II)

T = Months online after startup – Warrantee period in month

X = Offered coating life guarantee in months.

The Anode coating shall be considered de-activated when the SEP exceeds the guarantee by more than 200 mV.

Power Consumption Profile for 4 years

Bidder shall provide the following details along with their technical offer.

Sl no	Description	Electrolyser Temperature Deg. C	NaOH Concentration	Average element voltage expected @ 3.6 KA/M ² CD (Volts)
1	After start-up			
2	End of 1st year			
3	End of 2nd year			
4	End of 3rd year			
5	End of 4th year			

Production Quality

NaOH: Min 32% w/w

NaCl (32% NaOH basis) : Less than 30 ppm w/w

NaClO₃(32% NaOH basis) : Less than 30 ppm w/w

Fe (32% NaOH basis) : Less than 0.5 ppm w/w.

10. GENERAL TERMS AND CONDITIONS

- a) TCC may consider any tender, not prepared in accordance with the provisions set forth in the Notice Inviting Tender, as incomplete and may reject the same. TCC also reserves the right to waive any formalities in any or all tenders.
- b) Before tendering, each bidder must verify suitability of the retrofitted elements to suit the operation of existing electrolyzers.
- c) Every tender-relevant document and drawing supplied by the bidder shall be made in English language only.
- d) The bidder shall not be entitled to claim any cost, charges, expense in connection with the preparation and submission of their tender even if TCC may decide to withdraw the invitation for tender.
- e) Conditional tenders are likely to be rejected.
- f) The selected tenderer/ supplier will be intimated of the acceptance of his tender in due course and shall be issued a PO.
- g) EMD of the unsuccessful bidders shall be released within one month after executing the contract with the successful bidder without interest.
- h) The company reserves the right to accept or reject part or whole of the tender without assigning any reason therefor.

11. INTERPRETATION & ALTERATION OF TERMS AND CONDITIONS OF TENDER DOCUMENTS.

The bidder is free to seek clarification on terms and conditions of this tender form. However the interpretation placed by TCC on a particular term/condition will be final and binding.

12. BIDDER TO GET INFORMATION

It is the duty of the bidder to get full information, clarification and additional data for making the offer before submission of tender.

13. TIME LIMIT NOT EXTENDABLE

The time limit for submission of tender is generally not extendable. But TCC reserves the right to extend the time limit, if situation warrants.

14. INSPECTION

Inspection of critical items identified by TCC shall be entrusted to competent inspecting agency, if found necessary.

15. INSURANCE COVERAGE

The bidder shall arrange all risk insurance policy till TCC Warehouse for all import as well as indigenous materials.

16. DELIVERY

Bidder should submit detailed time schedule for the supply of the Electrolyzers. Offer with delivery period more than 6 months from the order shall not be considered for evaluation.

17. SUBMISSION OF TENDER

The Bidder may submit their Technical and Commercial proposals following the guidelines mentioned in the Bidder Eligibility Criteria.

18. CORRESPONDENCE

All correspondence with regard to this tender shall be addressed to **The Assistant General Manager (Materials), The Travancore-Cochin Chemicals Limited, Udyogamandal P.O, 683 501, Kerala (India).**

19. LAST DATE FOR SUBMISSION OF TENDER

The last date for submission of tender is fixed as **4 :00 PM on 05.02.2020**

20. LIQUIDATED DAMAGES

If there is delay in completion of job beyond the stipulated time period mentioned in the PO and work order LD shall be levied @ 0.5% per day subject to a maximum of 10 % of the basic work order value.

21. ARBITRATION AND GOVERNING LAW

Governing Law:

The purchase agreement/work order shall be governed by the laws applicable to India.

All disputes arising out of the performance of the obligations under the purchase agreement/work order shall be settled through amicable negotiations between the parties hereto and in case no agreement can be reached, they should be settled by arbitration by sole arbitrator under the provisions of the (Indian) Arbitration and Conciliation Act, 1996. If the parties are not able to nominate a sole arbitrator within a period of One (2) months from the conclusion of the unsuccessful negotiations for the settlement, then the arbitrator shall be appointed by the competent Court in terms of the Arbitration and Conciliation Act, 1996. The seat of Arbitration shall be Cochin, Kerala State, India.

22. FORCE MAJEURE

Force majeure referred to herein means an occurrence beyond the reasonable control and without the fault or negligence of the party affected including, but not limited to, Act of God, flood, typhoon, earthquake, tidal wave, landslide, fire, plague, epidemic, quarantine restriction, perils of the sea, war or threat of the same, civil commotion, blockade, arrest or restraint of government, rulers or people, requisition of vessel or aircraft, strike, lockout, sabotage, other labour dispute, explosion, accident or breakdown in whole or in part of machinery, plant, transportation or loading facility, governmental order or regulation, or any other causes or circumstances whatsoever beyond the reasonable control of the party affected.

Any delay or failure in performing the obligations under the purchase agreement/work order by either party hereto shall not constitute default the purchase agreement/work order or give rise to any claim for damages or loss or anticipated profits if the extent of such delay or failure is caused by force majeure.

If either party hereto shall delay or envisage delay in performing obligations the purchase agreement/work order by reasons of force majeure and cannot avoid or prevent said delay by any reasonable effort, it shall promptly notify the other party hereto of the occurrence of force majeure.

Under the circumstances of force majeure, both parties shall discuss in good faith to find appropriate counter measures to be taken.

After cessation of the intervention by such causes or circumstances as referred in this chapter hereof, work and service the purchase agreement/work order, however, shall be resumed as soon as practicably possible and contractual time limits shall be extended to the extent as affected by such intervention by afore mentioned reasons

23. PROCEDURE FOR EVALUATING THE BIDS.

The pre-qualified tenders will be evaluated in two stages viz., technical evaluation and commercial evaluation.

The Technical evaluation will be done in 50 points scale as per the criteria given below.

- i) Anode/cathode coating life guarantee : 10points
(For 8 years – 10 points, 7 year – 9 points , 6 year – 8 points, 5 year – 7 points, for 4 years – 6 points , for < 4 Years -0 points)
- ii) Zero gap technology of Cathodes : 10 points
- iii) Model No. AGC AZEC Electrolyser AZM T.5.6-F2 Electrolyser : 10 points
- iv) Average guaranteed element voltage : 10 Points
under standard operating condition and at 3.6 kA/m²
current density
(For ≤3.1 Volts – 10 points, For > 3.1 to 3.125 – 7.5 points, For > 3.125 to 3.15 Volts – 5 points ,
For > 3.15 to 3.155 Volts – 2.5 points, For > 3.155 to 3.16 Volts - 0points)

v)Delivery period : 10points
(2months – 10 points ,3 months – 8 points,4months – 6points,5 months- 4points, 6months – 2 points , More than six months – 0 points)

Only bids scoring minimum 30 points in technical evaluation will be considered for commercial evaluation.

Order will be placed to Technically qualified L1 bidder.

24. CLARIFICATION OF TENDERS

For evaluating the tenders on a common platform, the tendering authority may ask bidders individually for clarification of their tender, including breakup of unit rates. The bidder shall be required to provide a detailed analysis of the unit rates or prices entered by him in various items of the schedule of prices when requested in writing by the tendering authority during tender evaluation.

Note: The rate quoted shall be competitive and final.

25. TENDER OPENING

The date of opening of Un-priced Technical Bid shall be on **06.02.2020 at 14:00 Hrs** and Price bid opening date will be intimated to the Bidders and if they desire, may depute their representative duly authorized in writing to be present at the time of opening of tenders.

26. PAYMENT TERMS

90% within 30 days after receipt subject to acceptance of goods at our stores.

Remaining 10% will be released against performance bank guarantee for equal amount having validity of 18 months with grace period of one month as mentioned in clause no. 27 below.

27. PERFORMANCE BANK GUARANTEE

Further we require a performance Bank Guarantee for 10% Order value from a Nationalized Bank valid for 18 months with a grace period of one month.

For THE TRAVANCORE-COCHIN CHEMICALS LIMITED

Asst. General Manager (Materials)

Annexure I

Electronic Payment Mandate Form

(Mandate for receiving payments through RTGS/NEFT)

01	Principal Name	The Travancore Cochin Chemicals Limited
02	Address with Phone No.	P. B No 4004, Udyogamandal – 683501 Ernakulam Dist – Kerala Ph: 0484-2545011 to 2545014
03	Permanent Account	AAACT6207B
04	Particulars of Account	
	a Name of the Bank	State Bank of India
	b Name of the Branch	Aluva
	c Branch Code	70147
	d IFS Code of the Bank	SBIN0070147
	f City Name	Ernakulam
	g Branch Location	Aluva
	h Branch Telephone No.	0484-2629550
	i Type of Account	Cash Credit
	j Account Number	00000057044540454
05	E mails address of Principal	mail@tccokerala.com

Swift code: SBININBBT17

We hereby declare that the details given above are correct and complete. If the transaction is delayed /lost because of incomplete or incorrect information, we would not hold the company responsible.

For THE TRAVANCORE - COCHIN CHEMICALS LTD.


ISSAC MATHEW
Dy. Financial Controller


For THE TRAVANCORE - COCHIN CHEMICALS LTD.


JIJU FRANCIS
CHIEF FINANCIAL OFFICER
Signature of Authorized Signatory

Bank Certificate

We certify that The Travancore Cochin Chemicals Limited has a cash credit account with us and we confirm that the details above are correct as per our records.

സ്റ്റേറ്റ് ബാങ്കിംഗ് കോർപ്പറേഷൻ
For STATE BANK OF INDIA


Authorized officer of the Bank



Date 04/4/2017
Place Aluva;

FORMAT OF THE BANK GURANTEE

Guarantee No. _____ Dt. _____
Amount of Guarantee: ` _____
Guarantee Cover from _____ to _____
Last Date of Lodgement of Claim _____

This deed of guarantee executed by the -----(Bank) having it Head Office at -----
------(Address) and amongst other places, a branch at -----(Place and address)
(hereinafter referred to as “the Bank”) in favour
_____ (hereinafter referred to as
“the Beneficiary”) for an amount not exceeding ` _____ (Indian Rupees _____
only) at the request of _____ (hereinafter referred to as “the Contractor”).

This guarantee is issued subject to the conditions that the liability of the Bank under this guarantee
is limited to a maximum of ` _____ (Indian Rupees _____
only) and the guarantee shall remain in full force upto _____ (date of expiry) and
cannot be invoked otherwise than by a written demand or claim under this guarantee served on the
Bank on or before the _____ (last date of lodgement of claim).

Whereas(Beneficiary), incorporated under the companies Act 1956,
having its Registered Office at ------(Address) shall unless repugnant to the context
or meaning has issued adated..... and ------(Contractor with address)
shall unless repugnant to the context or meaning have submitted a bid for the supply of
.....under Reference No.....and Bidder having agreed to furnish as a condition
precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of
exceeding Indian Rupeesonly for the due performance of bidder’s obligations as
contained in the terms of the tender notice and other terms and conditions contained in the bidding
documents supplied by beneficiary which amount is liable to be forfeited on the happening of any
contingencies mentioned in the said documents.

2. We, -----(Bank) do hereby undertake to pay the amounts due and payable under this
guarantee without any demur merely on a demand from the ------(Beneficiary) stating that the
amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the
------(beneficiary) by reason of breach by the said contractor(s) of any of the terms or
conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the
said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount
due and payable by the Bank under this guarantee.

3. We, -----(Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or the -----(beneficiary) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

4. We, -----(Bank), further agree with the beneficiary that the beneficiary 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 Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the beneficiary against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted the said contractor(s) or for any forbearance, act or omission on the part of the beneficiary or any indulgence to the beneficiary to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. We ----- (bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

6. Upon its expiration, this Bid Guarantee shall be null and void, and shall be immediately returned to us for cancellation, any action of maintaining the original of this Bid Guarantee or any of its amendment shall then give no right to the Beneficiary for lodging any more claim.

7. Notwithstanding anything contained herein:

- a) Our liability under this Bank (Guarantee shall not exceed ` _____ (Indian Rupees) _____ only)
- b) This Bank Guarantee shall valid up _____(Date of expiry); and
- c) We are liable to pay the Guaranteed amount or any part thereof under this guarantee only if you serve upon us a written claim or demand on or before _____(Date of last lodgement of claim)

Dated at **Place** the _____ day of _____.