

TIN 32070406904
2204297



TELEPHONE NOS.2205651 &

FAX 0484—2205077

E-mail sidcogm@gmail.com

KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION

(An Undertaking of Government of Kerala)
RAW MATERIALS DIVISION
P.B.No.16, GANDHI NAGAR, KOCHI 20.

Dated: 16.04.2010

GLOBAL BID NOTICE NO.REF:RMD/6/IMPBIT/2010
FOR SUPPLY OF PACKED BITUMEN

Competitive Price bids are invited from parties who can supply BITUMEN as per BIS Standard IS 73/1992 and IS 73/2006 on terms and conditions set out in the detailed tender document.

Item description / spec :	PACKED BITUMEN (PAVING ASPHALT) 80/100 and 60/70 BIS Std IS73/1992 and IS 73/2006.
Quantity	50000 MT (Fifty thousand) (approximate).Quantity likely to be increase or decreased by 10%.
Packing	New Steel barrel having net weight not more than 200 Kg per barrel and not less than 156 Kg per barrel.
EMD	Rs. 10,00,000/-(Rupees Ten Lakhs only) either as DD or by way of Bank Guarantee as explained in tender conditions.
Date & time of commencement of issue of Bid forms	20.04.2010 -- 10.30 A.M.
Last date and time for issue of Bid Documents	05.05.2010 – 11.00 A.M.
Last date, time and place of submission of Bid	06.05.2010 -- 11.00 AM at KERALA SIDCO LIMITED 6 TH Floor, Housing Board Building, Santhinagar, Thiruvananthapuram – 695 001. Phone No. : 0471- 2330613/614

Date, time and place of opening
of Bids (i) Technical Bid 06.05.2010 -- 11.30 A.M.
(ii) Price Bid 07.05.2010 – 3.00 P.M.

Both at KERALA SIDCO LIMITED
6TH Floor, Housing Board Building, Santhinagar,
Thiruvananthapuram – 695 001.
Phone No. : 0471- 2330613/614

Validity of offer 30 days from the date of opening of price bid.

Cost of Bid forms INR Rs. 26000/- inclusive of KVAT.
INR Rs. 500 extra if it is to be sent by post.

The prospective Bidders can also download the tender Forms from our web-site (www.keralasidco.com) and submit the Bid along with the cost of the forms by DD **drawn in favour of Kerala SIDCO Ltd. Payable at Ernakulam on any nationalized Indian Banks.** The DD should be enclosed in the envelope containing Technical Bid and EMD. **If the cost of the tender documents by way of DD is not found in the envelope containing Technical Bid and EMD , the corresponding price bid will not be opened.** Alternatively the official tender documents can be had from SIDCO on payment of the cost of bid form by DD from :

The General Manager (RM&EI)
SIDCO Raw Material Division,
Kadavanthra, Ernakulam, Cochin - 682 020
Ph. No. 0484 – 2205651 and 2204297
Mobile No : 09388938600

GENERAL MANAGER (RM&EI)

Date : 16.04.2010

ENCLOSURE NO: 1

BID FORM

From

To

The General Manager (RM&EI)
Kerala Small Industries Development Corporation Limited,
Kadavanthra, Gandhi Nagar,
Cochin - 682 020.
KERALA STATE, INDIA

Sir,

Sub: Bid_for Supply of Packed BITUMEN (PAVING ASPHALT) as per terms and conditions set out in you tender document under reference.

Ref: Tender No RMD/6/IMPBIT/09 dated 16.04.2010.

.....

In response to your BID Notice No. RMD/6/IMPBIT/09 dated 16.04.2010 for supply of Packed Bitumen. I/ We a Company/a Partnership Firm/an Association/ Sole Proprietor (in case of a firm, an association or a syndicate, please set out here full names of all partners or members)

.....
.....
.....
.....

carrying on our business at

.....
..... hereby offer to carry out the Supply of Bitumen , at the firm rates quoted in the schedule of rates attached herewith.

2. I/We agree that this offer shall be valid for a period of 30 days from the date of opening of the Bid. Earnest Money Deposit furnished by me/us shall be forfeited, if I/We fail(s) to honour the bid.

3.I/We hereby agree to abide by and fulfill all the Terms and conditions of the contract attached herewith for supply of bitumen which shall be deemed to form an integral part of this offer and I/We return herewith the same duly signed on each page in token of my/our acceptance there of.

4. I/We hereby further agree to notify you at any time whether before or after acceptance of my/our bid, any change in the constitution of my/our firm/association/syndicate either by the death or by retirement of any partner or member or by the admission of a new partner or member. (This clause shall apply where the bidder is a firm, an association or a syndicate).

5. I/We enclose herewith a Demand Draft No. dated..... drawn on (Name of Bank) for Rs.10,00,000/-(Rupees Ten Lakhs only), or Bank Guarantee for Rs. 10,00,000/- (Rupees Ten Lakhs) issued by (Name and address of the Bank) in favour of SIDCO Ernakulam towards the **Earnest Money Deposit.**(In the format at Enclosure No. 8 of the Tender Documents).

6. I/We hereby declare that this bid and your acceptance to be communicated by you to me/us by registered letter or by any means of written communication shall constitute a valid and binding contract between us.

Yours faithfully

Encl: Terms and conditions of Contract
and schedule of Rates duly signed.

(Seal of the Bidder)

(Signature of the Bidder)

ENCLOSURE NO.: 2

BID CONDITIONS (GENERAL)

GENERAL TERMS AND CONDITIONS OF THE BID FOR SUPPLY OF BITUMEN TO THE KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED.

1. PREAMBLE

The following expressions wherever appearing here in shall have the meaning as defined below unless something in the subject or context is in consistent with or repugnant there to.

a) "CORPORATION" shall mean THE KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED, having its registered office at Housing Board Buildings, Santhinagar, Trivandrum-695 001 and branches at various places in Kerala.

b) The expression "Managing Director" shall mean the Managing Director of the Kerala Small Industries Development Corporation Limited, or any other Officer of the Corporation holding charge of the post of Managing Director of the Corporation.

c) The word 'BIDDER' shall mean those persons or Firm charged with the responsibility FOR SUPPLY OF Bitumen to the Corporation from time to time as being provisionally selected pursuant to Expression of Interest invited by the Corporation.

2. TECHNICAL QUALIFICATION

a.. Experience in International trading (Attach copies of proof of experience duly attested by a gazetted officer)

c. Tenders should be accompanied by Crossed Demand Draft for an amount of Rs.10 lakhs or a Bank Guarantee for the same amount.

3. TENDER SUBMISSION

The tender submitted by the bidder shall be in two parts.

Sealed tenders in Cover 1 & 2 shall be superscribed as follows

Cover – I TECHNICAL BID

Cover – II - PRICE BID

Cover 1 & 2 should be put together in Cover No.3. Cover No.3 should be duly sealed and indicating the tender Number, Name and address of the tenderer and superscribed as “Tender for the supply of Bitumen to the Kerala SIDCO”. Cover No.3 shall be addressed to the General Manager (RM&EI), Kerala SIDCO, Housing Board Building, Santhinagar, Thiruvananthapuram, Phone No.0471-2330613, 2330614, 2330909 Fax No.0471-2330904.

If the outer cover or the inner covers are not sealed as required, SIDCO shall not accept such open covers for evaluation. Tender by telegraph/e-mail/fax will not be considered.

4. Opening & Evaluation of tenders / bids:

In the first stage the technical bid will be opened in the presence of tenderers or their authorized representatives at the head office of Kerala SIDCO as the day fixed for the same.

Thereafter the technical bids will be thoroughly evaluated analyzing the financial, technical and other informations provided by the tenderer, the attached documents of proof, other papers if any and EMD. The eligibility of the tenderer will be assessed based on the documents submitted as prescribed.

All tenderers / bidders who have complied with the requirements of the technical bid documents and who have met or exceeded the eligibility criteria in the opinion of SIDCO will be technically qualified for further evaluation.

4. BID DOCUMENT:

(a) The price bid should be in the following parameter quoting as specific amount (inclusive of all duties, dues and taxes) that would be reduced from the ruling Bitumen price of equivalent specification supplied in India by Government Oil Companies of India. The delivery schedule would be intimated between 13th to 15th and between 28th to 30th of the month and the base price of the Government Oil Companies for Bitumen prevailing on the date of intimation of delivery schedule should be considered as a reckoning date for adopting the base ruling price for that supply. As an illustration, if the ruling price of Bitumen supplied by a

Government Oil Company in India on the date of intimation of despatch schedule is say Rs. 35,000/- PMT inclusive all taxes and duties, the quotation should be the amount which would be reduced from this price for each lot of supply. Those who quote the highest amount for SIDCO will be awarded the contract.

(b) All bids should be addressed to the General Manager (RM & EI), Kerala Small Industries Development Corporation Ltd and submit at 6th Floor, Housing Board Building, Santhinagar, Thiruvananthappuram – 695 001. BG/ DD towards EMD, cost of Bid documents by way of DD (if downloaded from our site), Bid conditions (general, commercial and technical) and the deviation list if applicable should be put in a closed cover super scribing “ EMD , BID CONDITIONS AND DIVIATION LIST AGAINST TENDER NO. RMD / 6/ IMPBIT / 2010 DATED 16.04.2010 FOR SUPPLY OF PACKED BITUMEN.” **Price Bid** (Schedule of rates) should be separately put in a closed cover super scribing “Price Bid against Tender No. RMD / 6/ IMPBIT / 2010 DATED 16.04.2010.” Both these covers should be put in a separate cover duly sealed and super scribing “Tender Documents against Tender No. RMD / 6 IMPBIT/2010 DATED 16.04.2010 DUE ON 06.05.2010 FOR SUPPLY OF PACKED BITUMEN AT KOCHI”.

(c) Intending bidder should send their **bids so as to reach the Corporation on the date and time noted herein.** Bids received after the specified date and time are liable to be rejected. The rates will be considered firm for acceptance till the date mentioned herein. Bid with price variation clause and subject to other conditions are liable to be rejected.

(d) The prospective Bidders can also download the tender Form from our web-site (www.keralasidco.com) and submit the Bid along with the cost of the forms by DD **drawn in favour of Kerala SIDCO Ltd. Payable at Ernakulam on any nationalized Indian Banks.** The DD should be enclosed in the envelope containing Technical Bid and EMD. **If the cost of the tender documents by way of DD is not found in the envelope containing Technical Bid and EMD, the corresponding price bid will not be opened.** Alternatively the official tender documents can be had from SIDCO on payment of the cost of bid form by DD from :

The General Manager (RM&EI)
SIDCO Raw Material Division,
Kadavanthra, Ernakulam, Cochin - 682 020
Ph. No. 0484 – 2205651 and 2204297
Mobile No : 09388938600

(e) **OPENING OF BIDS:** Bids will be opened on the specified day and

time in the Head Office of the Corporation at 6th Floor, Housing Board Building, Santhinagar, Thiruvananthapuram – 695 001 in the presence of such bidder or their authorized nominee, who may be present at that time.

(f) In the case of foreign bidders, they should bid through an Indian company/firm with proper Power of Attorney, duly authenticated by the Embassy or any of the authorized office of the Ministry of External Affairs, in whose favour the Bids will be issued and in the case of award of work they should sign necessary documents and provide Security/Guarantee. **L/C will be opened in their name only.**

5. WITHDRAWAL.

If any bidder withdraws from his Bid before the expiry of the validity period fixed for keeping the rates firm for acceptance, suitable action will be taken against them/ him, as the Corporation thinks fit and the E.M.D. deposited by him will be forfeited by the Corporation.

6. ACCEPTANCE:

(a) The final acceptance of the bids rests entirely with the Corporation who do not bind themselves to accept the highest or any bids or to furnish any reason there of. But the highest bidder (who offered maximum reduction from base price) on his part should be prepared to supply either full or a portion of the quantity as may be ordered on him at the rate quoted, if it is accepted and desired by the Corporation.

(b) The Corporation also reserves the **right to** amend or relax any conditions of the bids or apportion the supply among the different bidders in any manner as it may choose without assigning any reason thereof.

7. QUANTITY: Quantity mentioned is subject to a variation of (+) / (-) 10%. And the price should be valid to cover this variation. The quantity mentioned above is for the period from 01.06.2010 to 31.05.2011.

8. DELIVERY: Delivery will be on staggered basis with a minimum lot of 2000 metric ton per consignment in a fortnight. The consignments should be available for delivery at the mutually agreed Warehouse within 30 days from the date of intimation of delivery schedule after establishment of L.C.

9. Special conditions, if any, attached with the bid, will not be

applicable to the Corporation, unless they are expressly accepted in writing by the Corporation.

10. Only one bid shall be submitted by each Bidder.

11. EXPERIENCE: The bidder should have adequate experience in supply of Bitumen and should give details of supply effected by him for the last two financial years by way of VAT returns.

12. Bids with **partially filled or incomplete** or with corrections without authentication will not be considered. The bidder should submit the **bid duly signed and office seal affixed on all the pages** of the bid documents and in the schedule of rates.

13. The bid documents **are non transferable.**

14. To be eligible for the award of contract, the bidder shall provide evidence satisfactory to the corporation of their capability and adequacy of resources to carry out the subject contract effectively.

15. The losses incurred by the Corporation on account of the non fulfillment of the contract will have to be made good by the bidder.

16. DISPUTES: Any disputes arising on all the matters relating to this bid shall be decided by the sole arbitrator appointed by the Corporation. The arbitral proceedings shall be in Ernakulam, Kerala or Thiruvananthapuram as the case may be. The courts in Ernakulam or Thiruvananthapuram shall have jurisdiction in the matters relating to this bid. In case of arbitration the language will be English and the Law will be Indian Law.

17. COMMUNICATION: All the **correspondence** with the bidder will be as per the address shown in the bids provided by him or his agent/representative. Any change of address, telephone No, fax, e-mail etc. have to be intimated to the Corporation immediately. Every notice required or authorized to be given may be either given to the bidder personally or left at his residence or last known place of business or may be handed over to his agent personally or may be addressed to the bidder by post at his usual or last known place of business and if so addressed and posted shall be deemed to have been served on the bidder on the date on which the ordinary course of post a letter so addressed and posted would reach his place of abode or business.

18. In the case of foreign Bidder they should entrust/authorize his

Indian agent to accept communications if any from the Corporation on his behalf. A communication served by the Corporation to the person so appointed will be treated as the communication served on the bidder.

19. CANVASSING: Any attempt on the part of the bidder or their agents to influence the officers of the Corporation in their favour by personal canvassing with the officers concerned will lead to the disqualification of the bidder.

20. AMENDMENTS: All **modification amendments** leading to the changes to the terms of the contract with respect to the technical or commercial aspects including terms of delivery shall be considered valid only when accepted in writing by the Corporation by issuing amendments to the contract.

21. FORCE MAJEURE: Either of the party hereto shall not be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by **force majeure**. Notification of circumstances of force majeure shall be given by fax addressed to the other party within five days from the occurrence which shall be confirmed by a letter along with certificate from the relevant Chamber of Commerce confirming the existence of the circumstances of the force majeure. Only the following shall be considered as force majeure: Acts of God, war, revolution, fire, floods, epidemic, quarantine restriction, freight embargoes etc and other acts of State.

22 .Authorisation: Persons, who wish to participate in Bid opening, should produce proper authorization and signature got attested from the concerned.

(office seal)

(Sign of the bidder)

ENCLOSURE NO. 3

BID CONDITIONS (COMMERCIAL)

COMMERCIAL TERMS AND CONDITIONS OF THE BID FOR SUPPLY OF BITUMEN TO THE KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED.

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1. **PERFORMANCE BANK GUARANTEE:** The successful bidder shall execute an irrevocable and unconditional performance Bank Guarantee from any Nationalised Bank in India having Branch at Ernakulam preferably State Bank, Group Banks for a value equivalent to Rs.50/- per metric ton of the full ordered quantity within a period of seven days from the date of communication of acceptance of bid. The EMD will be returned upon receipt of this performance Bank Guarantee. Please see Enclosure No. 7.

2. **PENALTY:** Delay in supply will attract penalty from the 31st day onwards from the date of intimation of delivery schedule. The penalty will be at the rate of rs. 50/- per metric ton per day of delay.

3. DOCUMENTS:

The following documents should be submitted before delivery of the cargo:

- (a) Commercial Invoice in quadruplicate separately showing the KVAT/CST.
- (b) Delivery Order for release of Cargo from mutually agreed Warehouse

(c) Third party Inspection Report (from the Independent International Surveyors, SGS/LLOYDS/INSPECTORATE) for Quality and Quantity of Goods at the mutually agreed Warehouse. The Certificate should specifically mention that the tested bitumen result is equal or higher than the BIS Standard or as per the Purchase order specification.

4. **DELIVERY SCHEDULE:** Two shipments per month as per the instructions of the buyer. (Please see Serial No. 8 of Bid Condition General)

5. **PAYMENT:**

100% of value of goods by irrevocable inland sight L/C in Indian rupees.

Irrevocable in land at site letter of credit will be opened for Indian Rupees either for each lot or on a revolving basis covering the quantity for first dispatch at the Corporation's option. LC for the second and subsequent shipments will be automatically valid once 100% payment is cleared by SIDCO for the earlier supply.

6. **DEFECTIVE QUALITY:** As it is a random sample checking, if any adulteration/ defective quality is found out later and the Customers of the Corporation claim any cost and or damages, the bidder is liable to compensate the same and the amount will be recovered from the bidder or from their Indian agents, whatever manner as the Corporation thinks it fit.

7. **INSOLVENCY:** In case the bidder becomes **insolvent or goes in to liquidation**, or in case the bidder commits any act of insolvency or in case in which under any clauses of this contract, the bidder shall have rendered himself liable to damages amounting to the whole of his security deposit, the bidder shall there up on after notice given by the Corporation, be determined and the Corporation may complete the contract in such time and manner and by such persons as the Corporation shall thinks fit. But such determination of the contract shall be without any prejudice to any right or remedy of the corporation against the bidder or his sureties, in respect of any breach of contract there of committed by the bidder. All expenses and damages caused to the Corporation by any breach of contract by the bidder shall be paid by the bidder to the Corporation, and may be recovered from him/ their assets under the provisions of the law in force.

8. Any sum of **money due and payable to the bidder** (including security deposit refundable to him) under this contract may be appropriated by the Corporation to set off any claim of the Corporation against the bidder for payment of the sum of money arising out of this or under any other contract made by the bidder with the Corporation.

9. Representation for **enhancement of rates** once accepted will not be considered for any reason whatsoever.

10. **EARNEST MONEY DEPOSIT:** The bids should be accompanied by an **Earnest Money Deposit** of Rs.10/- lakhs, either by a way of Demand Draft drawn in favour of Kerala SIDCO Limited payable at ERNAKULAM on any Nationalized Indian Bank or through a Bank Guarantee in favour of SIDCO issued by any nationalized Indian Bank. The bids without EMD will not be considered and there will be no interest payable for the EMD. Proforma of BG for EMD is indicated at Enclosure No. 8 of tender documents.

11. **DEVIATION :** If there is any deviation from the bid conditions it should be submitted separately for the consideration of the Corporation.

12.**VALIDITY:** The rate quoted should be valid for 30 (thirty) days minimum from the date of opening of the bid for finalization.

13. **PRICE: Price** quoted should be firm till the fulfillment of the contract and not subject to variation on any account.

14. **The price quoted should be both in figures and words.**

15. **RETURN OF EMD:** In the case of unsuccessful bidders the **EMD will be returned** immediately after finalization of the bids, without interest, to the bidder only and not to anybody even if authorized.

16. **Performance Bank Guarantee will be returned only** after all the terms of the contract have been fulfilled to the satisfaction of the Corporation. If the bidder fails to execute the contract in full/ delay in supply, poor quality, damages etc the Bank Guarantee will be encashed.

(office seal)

(sign of the bidder)

ENCLOSURE NO.: 4

BID CONDITIONS (TECHNICAL)

TECHNICAL TERMS AND CONDITIONS OF THE BID FOR SUPPLY OF BITUMEN TO THE KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED

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1. Specification of asphalt (paving Bitumen) 80-100 grade (VG 10) is as follows:

Paving Asphalt (Bitumen) quality as per INDIAN STANDARD No 73:1992

(Clause No. 6.2)

(PENETRATION GRADE)

	S65	S90
1. Specific gravity	0.99	0.99
2. Flash Point. Cleveland open cup oC, Min	175	175
3. Softening point oC	40 to 55	35 to 50
4. Penetration at 25oC , 100g 5sec.1/10mm	60 to 70	80 to 100
5. Ductility at 27oCcm, Min	75	75
6. Matter soluble in trichloroethylene.	99	99
7. Viscosity at 60oC Poises	1000+/- 200	500 +/-100
At 135oC cst, Min	150	110
8. Loss on heating, thin film oven test, percent		
By mass, Max	1	1
9. Penetration ratio, Min	35	35

No trace of fuel Oils, sand, clay, Gilsonite and other impurities will be allowed.

Samples should be drawn from top and bottom of the barrel and the surveyor should certify that the Bitumen is homogeneous and have not foamed when heated to 175 degree centigrade.

2. 1. Specification of asphalt (paving Bitumen) 60-70 grade (VG 30) is as follows:

Indian Standard 73:2006

	VG 10	VG30
1. Viscosity 60oC, poises, min	800	2400
2. Kinetic viscosity 135oC,cSt, min	250	350
3. Flash Point, oC, min	220	220
4. Solubility in trichloroethylene, %, min	99.0	99.0
5. Penetration at 25oC	80-100	50-70
6. Softening Point, oC ,min	40	47
7. Viscosity ratio at 60oC, max.	4.0	4.0
8. Ductility at 25oC, cm, min, after thin film Oven test	75	40

No trace of fuel Oils, sand, clay, Gilsonite and other impurities will be allowed.

Samples should be drawn from top and bottom of the barrel and the surveyor should certify that the Bitumen is homogeneous and have not foamed when heated to 175 degree centigrade.

3. PACKING: The Bitumen should be packed in new steel barrels having net weight not more than 200 Kg per barrel and not less than 156 Kg per barrel with proper sealing and with marking on the outer side of barrel with Indication of source of manufacture, month & year of manufacture, type and grade, batch Number, gross and net weight, Name of supplier/exporter (by abbreviation), name of product, and the word “marketed by KERALA SIDCO, CHN”.

If the Shipping Company claims any compensation due to leakage of barrels in containers, the same will be recovered from the bidder.

(office seal)

(sign of the bidder)

ENCLOSURE NO. : 5

SCHEDULE OF RATES (PRICE BID)

Sl.No.	Description of goods	Grade	Quantity (MT)	Unit /Rate Amount to be reduced from base price (in Indian Rupees per M.T.)	Remarks
1	2	3	4	5	6
1.	Packed Bitumen(paving asphalt)BIS Std IS 73/1992	80-100(VG 10)	15,000 (Fifteen thousand)		
2.	Packed Bitumen(paving asphalt) BIS Std 73/2006	60-70 (VG 30)	35,000 (Thirty five thousand)		

Separate sheet may be used wherever necessary. In case separate sheets for schedule of rates are provided, the same may be filled up and duly signed which will form an integral part of the contract, as if incorporated here in.

(office seal)

signature of the bidder

ENCLOSURE NO. : 6

DEVIATION LIST

Bid No No.

Date

Sl. No.

Section No.

Title

Page No.

Deviation

bidder

Signature of the

(office seal)
address

Name and

ENCLOSURE NO. : 7

Proforma of Performance Bank Guarantee

1. WHEREAS Small Industries Development Corporation Kochi, hereinafter called SIDCO has awarded the contract for supply of Bitumen to.....
.....
.....

(hereinafter called “the seller”)

2. AND WHEREAS the seller is bound by the said contract to submit to SIDCO a Performance Guarantee towards security deposit for a total amount of Rupees.....
(Rs.....)

3. NOW WE THE UNDERSIGNED

Being fully authorized to sign and to incur obligations for and on behalf of and in the name of (full name of Bank) hereby declare that the said Bank will Guarantee SIDCO the full amount of Rupees.....
..... (Rs.....) as stated above.

4. The Bank is engaged to pay SIDCO any amount up to and inclusive of the aforementioned full amount upon written order from SIDCO to indemnify SIDCO for any liability or damage resulting from any defects or shortcomings of the supply or the

debts SIDCO may have incurred to any parties involved in the procurement of materials under the contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by SIDCO immediately on demand without delay and without reference to the supplier and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the defects or shortcomings or debts of the supplier or the failure of the supplier to perform his obligations in accordance with the Contract.

5. This guarantee is valid for a period of 15 Calendar months after the date of signing. (The duration of the Contract + three months).
6. At any time during the period in which this guarantee is valid if SIDCO agrees to grant a time extension to the supplier or if the supplier fails to complete the supplies within the time of completion as stated in the Contract, or will fail to discharge himself of the liability or damages as stated under 4 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time at the cost of the supplier.
7. Until SIDCO has issued an instruction to the effect that this guarantee can be released, notwithstanding the validity period as stated under clause 5 above, the validity shall be extended under the same conditions of successive periods of three (3) calendar months at a time. Appropriate extension sheets shall be forwarded to SIDCO.

IN WITNESS WHEREOF I/We of the Bank signed and sealed this guarantee on theday of

.....2010 being herewith duly authorized by
..... (name of the Bank).

Witness
Bank

For and on behalf of the

Name

Designation

Address

ENCLOSURE NO. 8

PROFORMA OF EMD

WILL BE PROVIDED AT THE TIME OF PRE-BID MEETING

BID BANK GUARANTEE

NAME OF BANK AND BRANCH ADDRESS

Ref No.....

Bank Guarantee No.....

Dated:

To

The General Manager (RM&EI)
Kerala Small Industries Development Corporation Limited,
Raw Materials & Export Import,
Gandhingar, Ernakulam,
Kochi 682 020.

Dear Sirs,

1. Whereas, Kerala Small Industries Development Corporation Limited, having its registered office at Housing Board Building, Santhingar, Trivandrum - 695 001, India and its Raw Materials & Export Import Offices at Gandhinagar, Ernakulam, Kochi - 682 020 hereinafter called (the Corporation) which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignee)has floated a tender No.....dated..... And M/S having its Registered Office at.....(herein after called the “Bidder” which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignee) have submitted a bid reference No.....dated..... And Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank guarantee of Indian Rupees INR 1000000/- (Rupees Ten Lakhs only) for the due performance of Bidder’s obligations as contained in the Bidding documents supplied by the Corporation. The said amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We, Bank registered under laws of Banking Companies Having its Registered Office at..... and one of the branches(issuing Branch)(hereinafter called the referred to as “the Bank” which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by “the Corporation”, the amount of Indian Rupees ten lakhs only) in aggregate at any time without any demur and recourse, and without “the Corporation” having to substantiate the demand. Any

such demand made by “the Corporation” shall be conclusive and binding on the bank irrespective of any dispute or difference raised by the Bidder.

3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

4. the Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian laws and subject to exclusive jurisdiction of Indian Court of the place from where tenders have been invited.

5. This guarantee shall be irrevocable and shall remain in force up to 31st July, 2010 which includes sixty days after the period of bid validity and any demand in respect there of should reach the Bank not later than the aforesaid date.

6. notwithstanding anything contained here in above, our liability under this Guarantee is limited to Indian Rupees (in figures) 10, 00,000/- (in words) Ten lakhs only and our guarantee shall remain in force until 31st July, 2010.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee, if no such claim has been received by us by the said date, the rights of “the Corporation” under this guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of “the Corporation”, under this guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this, 2010.

WITNESS No.1

.....

.....

(Signature)

Full name and Official

Address (in legible letters)

(Signature)

Full name, designation and
Official address (in legible
letters) with Bank Stamp

Dated:

WITNESS No.2

.....

(Signature)

Full name and Official

Address (In legible letters)