



MAT/STORES/05/2024

06-07-2024

CORRIGENDUM No. 1 Dt. 06.07.2024

Tender Enquiry No. MAT/STORES/03/2024-26 Dt. 25.06.2024

Tender ID: 2024_CSL_761494_1

Dear Sirs,

Tender Enquiry ID-2024_CSL_761494_1 Transportation of Goods between Cochin Shipyard Limited(CSL) and Cochin Port Trust (CoPT),Cochin Shipyard Limited hereby amend as below.

This corrigendum is issued to address revisions in the following points of original tender documents.

1. Eligibility Criteria (Terms and Conditions –Annexure 2)
2. Tender submission due date

Revisions are attached below

For Cochin Shipyard Limited

अजित कुमार एन
AJITH KUMAR N
उप महाप्रबंधक
Deputy General Manager
कोचीन शिपयार्ड लि.
Cochin Shipyard Ltd.
कोच्ची / Kochi- 15



1. The condition specified in the point(b)- submission of a copy of registration certificate based on carriage by Road Act-2007 has been removed from list of eligibility criteria(Terms and Conditions- Annexure 2)


2. **Tender opening Date**

Read For

Last Date & Time of receipt of Tender	08 -Jul- 2024.15.00 H
Date & Time of Tender Opening	08- -Jul-2024 15.30 H

Read As

Last Date & Time of receipt of Tender	15-Jul- 2024 15.00 H
Date & Time of Tender Opening	15-Jul -2024 15.30 H


अजित कुमार एन
AJITH KUMAR N
उप महाप्रबंधक
Deputy General Manager
कोच्चिन शिपयार्ड लि.
Kochin Shipyard Ltd.
कोच्चि / Kochi- 15

TENDER NOTICE

Sealed competitive tenders are invited from experienced service providers for the under mentioned work, so as to reach CSL on or before the date and time mentioned below. Please refer to the Tender documents consisting of detailed Scope of work (Annexure-1) ,Terms & Conditions (Annexure-2),Techno-Commercial Bid –Format(Annexure-3) , Price Bid – Format (Annexure-4) ,Financial Capability Format (Annexure -5) and Bank Guarantee format are attached.

Tender No. & date	Tender No. : MAT/STORES/ 05/2024 Dt. 25 Jun 2024
Name of Work	TRANSPORTATION OF GOODS BETWEEN COCHIN SHIPYARD LTD (CSL), KOCHI AND Ex –PEIRCE LESLIE GODOWN /ALTERNATE PREMISES AT COCHIN PORT TRUST (CoPT), FOR A PERIOD OF TWO YEARS.
Type of Tender	Two-Bid (Open Tender)
Last date & time of receipt of tender	08 Jul 2024 up to 15:00 hrs.
Date & time of opening of tender	08 Jul 2024 at 15:30 hrs.
Duration of work	Two Years from award of CSL Work Order

Tender reference should be clearly indicated on top of the respective envelopes.

Sealed tenders addressed to “Deputy General Manager (Materials-Stores), Cochin Shipyard Ltd, Kochi – 682015” (contact phone: 0484 2501710 / 0484 2501827/7012897347) and shall reach the undersigned within the tender due date and time mentioned above.

For Cochin Shipyard Limited


Deputy General Manager (Materials-Stores)



अजित कुमार एन
AJITH KUMAR N
उप महाप्रबंधक
Deputy General Manager
कोचीन शिपयार्ड लि.
Cochin Shipyard Ltd.
कोची / Kochi - 15

SCOPE OF WORK

Name of Work: Transportation of Goods between CSL and Ex-Peirce Leslie
Godown/Alternate premises of CoPT

Tender No: **MAT/STORES/ 05/2024** dt. **25 Jun 2024**

CSL have the requirement of **Transportation of Goods between CSL and Ex-Peirce Leslie Godown /Alternate premises, CoPT, for a period of Two Year**, tentatively from **July 2024 to June 2026** and for an extended period upto 6 months, if desired so, as per detailed scope of work shown below:

Sl No	Description	Unit	Qty
1	Loading/Unloading of goods at Pierce and Leslie and other premises of CoPT (Willingdon Island)	MT	20,000
2	Per day Forklift charges (5MT Capacity)- for unloading and loading restacking and re arrangement purpose	day	300
3	Per day Forklift charges(3MT Capacity) - for unloading and loading restacking and re arrangement purpose	day	100
4	12 MT Crane for handling materials	day	50
5	150 MT crane hire for handling engine of Dredger Project	day	10
6	Transportation of Goods between Pierce and Leslie / Alternate premises of CoPT (Willingdon Island) & CSL as per below requirement		
	Vehicle type	Unit	Qty/ Trips (approx.)
i)	Upto 3 MT (Tata 407 or similar capacity)	Per Trip	150 MT /50 trips
ii)	Above 3 MT upto to 6 MT (Eicher or similar capacity)	Per Trip	600 MT/100 trips
iii)	Above 6 MT upto 10 MT (Truck)	Per Trip	7,200 MT/800 trips
iv)	Above 10 MT upto 15 MT (Truck /Trailer)- 20 feet	Per Trip	12,000 MT/ 800 trips
v)	Above 15 MT- 40 feet Trailer	Per Trip	900 MT/30 trips
7	Transportation between warehouses /premises in Willingdon Island (trips within 5 km distance)- Transportation charges	MT	1,000

8	Material restacking/ re arrangement – Manpower charges at Pierce and Leslie & alternate premises at Willingdon Island. (This is required for re arranging balance materials after loading materials to CSL/alternate premises on need basis)	Per Manday	250
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Note:

1. Payment for loading will be made for actual tonnage basis.
2. All Warehouses/Premises are within 5 - 10 kilometres from Cochin Shipyard Ltd.

TERMS & CONDITIONS**I. General terms:**

1. CSL would need transportation arrangement of various goods, in progressive manner.
2. The rates shall be valid for a period of Two years from the date of award of Work order and thereafter for a further period of 6 months, on pro-rata basis if CSL desire so.
3. Loading & Unloading charges at Ex-Peirce Leslie Godown /Alternate premises of CoPT (Willingdon Island) shall be inclusive of Labor. Loading & Unloading at CSL will be arranged by CSL.
4. All documents in connection with transportation will be arranged by CSL
5. Transportation arrangement shall be made on need basis, as per intimation from CSL, on CSL working days (except Sundays and holidays) during CSL office hours from 9.00 am to 5.00 pm. Vehicle shall be positioned at CSL/required premises, with 12 Hour notice, and before 9.00 AM on the required date.
6. The material shall be effectively protected by suitable covering against moisture/rain etc. and shall ensure safety of the item during transportation.
7. The transporter shall ensure that the item to be transported shall fit in the vehicle provided by the firm.
8. Free truck detention for 24 Hrs. shall be provided. Detention charges beyond 24 Hrs. shall be indicated separately.
9. The quantities mentioned are only approximate. The actual quantity would depend on materials shifted between the premises on need basis.

II. Important Terms & Conditions:

1. Offer shall be submitted in the form of sealed tenders to "Deputy General Manager (Materials-Stores), Ship Building Division, Cochin Shipyard Ltd, Kochi: 682015".
2. Validity: Offer shall be valid for a minimum period of 120 days from the date of submission of offer.
3. Payment terms:
 - a. Payment shall be made on successful completion of work, within 30 days of successful completion of work against submission of Invoice in triplicate
 - b. Payment for loading will be made for actual tonnage basis
 - c. CSL reserves the right for the deduction of taxes as applicable from the bill or invoice.
 - d. The invoice to be raised on Cochin Shipyard Ltd, Kochi-682015 and CSL GST No. 32AAACC6905B1ZD shall be indicated in the Invoice.

4. Security Deposit / Performance Guarantee:

Successful bidder shall submit a bank Guarantee (as per attached format of CSL) towards Security deposit and performance guarantee for the work, equivalent to 3% of the order value (excluding GST) from any nationalized/scheduled bank as per CSL BG format or in the form of Fixed Deposit Receipt (FDR) pledged in the name of CSL. BG /FDR shall be submitted upon receipt of work order and shall be valid till completion of period of contract plus 3 months. The security Deposit shall be released after the successful completion of period of 2 year or the extended period, if applicable. Security Deposit will not accrue any interest.

5. Tenderers should get familiarized with the work requirement and storage locations, and shall make arrangement to visit storage area at Ex-Peirce Leslie Godown, CoPT and alternate premises of CoPT, if required. Site visit will be permitted from 1500 Hrs to 1600 Hrs on all CSL working days from the Tender Date to previous day of tender due date.
6. Eligibility Criteria:
 - a) The bidder shall be restricted to Transport contractors/firms who have their local offices at Cochin area and have permit/license to operate trucks and transport goods all over India.
 - b) The bidder should comply with the provisions of the carriage by Road Act -2007 and rules (ref DO Letter No RT-11023/1/2012-T Dtd. 11.12.2013 from Ministry of Road Transport & Highways) and submit copy of certificate of Registration along with the tender.
 - c) Bidder shall not be under a declaration of ineligibility issued by Govt. of India/ State govt./ Public Sector Undertakings etc.
 - d) Persons signing the tender should state in what capacity they are signing the tender, such as a sole proprietor of the firm or Secretary or Managing Director. In the case of partnership firms, the names of all the partners should be disclosed and the tender should be signed by all partners. In the case of limited company, the name of Directors may be mentioned and it should be certified that the person signing the tender is empowered to do so, on behalf of the company. A Power of Attorney should be produced duly signed by all the partners in the case of partnership concern and the Managing Director in the case of limited company.
 - e) The bidder shall have an average annual financial turnover of Rs. 1 Crore(as minimum) during the last three years ending on 31st [March 2023](#).
 - f) The Bidder shall enclose with its Proposal, certificate issued by Chartered Accountant with their seal and signature, stating its net worth, turnover and profit during the past three years. Certificate shall be as per the format placed at Annexure – 5.

III. Special Instructions for TWO BID System

1. Mode of Submission of Tenders

Tenders should be submitted in two separate sealed covers super scribed in capital letters as below and shall indicate the tender number, due date and name & address of the tenderer.

- i) PART-I "TECHNO-COMMERCIAL" and
- ii) PART-II "PRICE"


2. Techno-Commercial Part should contain following details:

- 1) Offer Letter with terms & conditions and deviations, if any
- 2) Copy of Unpriced Price bid (ie, Price bid without price and with percentage of taxes and details like quoted /Nil/Included need to be mentioned for each line item.)- refer Annexure-3

3. Price Part should contain following details:
- 1) Price-Bid as per CSL price format at Annexure-4. The quoted price of each line item should include cost to complete that line item in all aspects.
 - 2) Price break-up wherever applicable
 - 3) GST applicability.
4. Tender shall be submitted in one mode only ie, either Hard copy or Soft copy (e-mail). If tender is submitted both in hard copy and soft copy, only the soft copy offer will be considered. Hard copy tenders are to be submitted in sealed cover at the Materials Dept. tender boxes at either North Gate / SB Materials Dept., indicating the tender number/ description, tender due date and addressed to. "Deputy General Manager (Materials -Stores), Ship Building Division, Cochin Shipyard Ltd, Kochi: 682015". Soft copy tenders are to be forwarded to: basilbabu.m@cochinshipyard.in duly protected with locking password. Password has to be declared on request from Cochin Shipyard. Ltd at the time of tender opening.
5. The Techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Firms will be intimated the date of opening of the price part, whose Techno-commercial bid is acceptable, in due course. Tenderers shall not be allowed to attend the Techno commercial bid opening.
6. After submission of quotation / price opening, no unsolicited correspondence will be entertained.
7. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/ conditions already submitted with the tender.
8. All rates shall be quoted in the price bid. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid. In the event that no rate has been quoted for any item(s), then the rate for such item(s) will be considered as zero and tender evaluated accordingly. If the bidder becomes L1 during such evaluation, then non-quoted item (s) of work has to be executed with zero rates.
9. Tenders should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
10. Late tenders, tenders with conditions and conditional clauses will be summarily rejected.
11. The rates quoted by bidder shall remain firm till completion of work even during the extended period, if any, on any account what so ever.
12. Work order shall be placed on the basis of Overall L1 Bidder in the tender. CSL reserves the right to conduct negotiations with the Overall L1 Bidder to have possible reduction from the original offer or if the condition so warrants. The bidder shall attend the negotiation meeting in time upon intimation to them by CSL.
13. MSEs, Startups and Local Suppliers (Make in India), will be eligible for various relaxations and other benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation as published in CSL website (www.cochinshipyard.com) for further reference.
14. MSE – certified bidder is required to provide the certification documents.

15. The contract shall come into effect on the date of acceptance of the order by the contractor (effective date) and shall remain valid until the completion of the obligation of the parties under the contract. The performance of the service shall commence from the effective date of the contract.
16. Liquidated Damages: In case any delay in completion of work beyond the stipulated work completion period, the contractor has to pay Liquidated Damage (LD), for a sum equivalent to ½% (half percentage) of the basic order value per week or part of the week subjected to maximum of 10 % of the order value.
17. The tender documents are to be returned along with the tender, duly signed by the contractor in all pages, as a token of acceptance of the terms & conditions of the tender.
18. Cochin shipyard reserves the right to delete any part of the work from the scope of the contract or cancel the tender without assigning any reason.
19. Safety: It is the responsibility of the contractor to follow all Safety rules and regulations in force, during the currency of contract in CSL/work place, and any violation of the same during the course of work will be at the risk and cost of the contractor and will attract penal action.
20. Integrated Management System: The contractor performing the work, is deemed to comply with the occupational health, safety and environmental policy of the company and also to all operational controls/standards operating procedures and shall undertake the work in total compliance with the requirement of the established Integrated Management System (IMS) of the company.
21. Bidders shall indicate their bank account numbers and other relevant E-payment details so that payments could be made through NEFT mechanism.
22. Force Majeure clause: Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/ cessation.
23. Canvassing in connection with tender is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.
24. The successful bidder (contractor) shall not subcontract, transfer or assign the work to any other Agency nor shall transfers be made by the 'Power of Attorney' authorizing others to carry out the work or receive payment on behalf of the Contractor.
25. Jurisdiction: Any dispute(s) or differences arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between CSL and the contractor. Any litigation in connection with contract shall be subjected to the exclusive jurisdiction of the Courts at Kochi, India.




For COCHIN SHIPYARD LIMITED
DEPUTY GENERAL MANAGER (MATERIALS - STORES)

अजित कुमार एन
AJITH KUMAR N
उप महाप्रबंधक
Deputy General Manager
काचोन शिपयार्ड लि.
Cochin Shipyard Ltd.
काचो / Kochi - 15

TECHNO COMMERCIAL-BID FORMAT

Tender No : MAT/STORES/ 05/2024 Dt 25 June 2024

Due on : 08 July 2024

Name of Work: TRANSPORTATION OF GOODS BETWEEN CSL & Ex -PIERCE AND LESLIE
GODOWN/ALTERNATE PREMISES, CoPT

Offer No.**Date:**

Sl No	Description	Unit	Qty	Rate(Rs)	Total Amount (Rs)
1	Loading/Unloading of goods at Pierce and Leslie and other premises of CoPT (Willingdon Island)	MT	20,000	Quoted/Not Quoted	Quoted/Not Quoted
2	Per day Forklift charges (5MT Capacity)- for unloading and loading restacking and re arrangement purpose	day	300	Quoted/Not Quoted	Quoted/Not Quoted
3	Per day Forklift charges(3MT Capacity) - for unloading and loading restacking and re arrangement purpose	day	100	Quoted/Not Quoted	Quoted/Not Quoted
4	12 MT Crane for handling materials	day	50	Quoted/Not Quoted	Quoted/Not Quoted
5	150 MT crane hire for handling engine of Dredger Project	day	10	Quoted/Not Quoted	Quoted/Not Quoted
6	Transportation of Goods between Pierce and Leslie / Alternate premises of CoPT (Willingdon Island) & CSL as per below requirement			Quoted/Not Quoted	Quoted/Not Quoted
	Vehicle type	Unit	Qty/ Trips (approx.)	Rate/Trip (Rs)	Total amount based on No. of Trips(Rs)
i)	Upto 3 MT (Tata 407 or similar capacity)	Per Trip	150 MT /50 trips	Quoted/Not Quoted	Quoted/Not Quoted
ii)	Above 3 MT upto to 6 MT (Eicher or similar capacity)	Per Trip	600 MT/100 trips	Quoted/Not Quoted	Quoted/Not Quoted
iii)	Above 6 MT upto 10 MT (Truck)	Per Trip	7,200 MT/800 trips	Quoted/Not Quoted	Quoted/Not Quoted
iv)	Above 10 MT upto 15 MT (Truck /Trailer)- 20 feet	Per Trip	12,000 MT/ 800 trips	Quoted/Not Quoted	Quoted/Not Quoted
v)	Above 15 MT- 40 feet Trailer	Per Trip	900 MT/30 trips	Quoted/Not Quoted	Quoted/Not Quoted

7	Transportation between warehouses/Premises in Willingdon Island (trips within 5 km distance)- Transportation charges	MT	1,000	Quoted/Not Quoted	Quoted/Not Quoted
8	Material restacking/ re arrangement – Manpower charges at Pierce and Leslie & alternate premises at Willingdon Island. (This is required for re arranging balance materials after loading materials to CSL/alternate premises on need basis)	Per Manday	250	Quoted/Not Quoted	Quoted/Not Quoted
9	TOTAL = { 1 + 2 +3 +4+5+6(i) to (v) +7+8 } (Rs)		Quoted/Not Quoted		
10	GST applicable	%			
11	GRANDTOTAL COST (Rs:) (including GST on SI No (9) above)	In Figures	Quoted/Not Quoted		
		In Words	Quoted/Not Quoted		

Note:

1. Work order will be placed on Overall L1 basis at Total Cost (Sl. No.9)
2. Payment for loading will be made for actual tonnage basis.
3. All Warehouses/Premises are with in,5 - 10 kilometres from Cochin Shipyard Ltd.

Name & Address of Service Provider:

(Signature & Stamp of Authorized Signatory)

PRICE-BID FORMAT

Tender No.: MAT/STORES/ 05/2024 Dt 25 June 2024

Due on : 08 July 2024

Name of Work: TRANSPORTATION OF GOODS BETWEEN CSL & Ex PIERCE AND LESLIE GODOWN
/ALTERNATE PREMISES, CoPT

Offer No.**Date:**

Sl No	Description	Unit	Qty	Rate(Rs)	Total Amount (Rs)
1	Loading/Unloading of goods at Pierce and Leslie and other premises of CoPT (Willingdon Island)	MT	20,000		
2	Per day Forklift charges (5MT Capacity)- for unloading and loading restacking and re arrangement purpose	day	300		
3	Per day Forklift charges(3MT Capacity) - for unloading and loading restacking and re arrangement purpose	day	100		
4	12 MT Crane for handling materials	day	50		
5	150 MT crane hire for handling engine of Dredger Project	day	10		
6	Transportation of Goods between Pierce and Leslie / Alternate premises of CoPT (Willingdon Island) & CSL as per below requirement				
	Vehicle type	Unit	Qty/ Trips (approx.)	Rate/Trip (Rs)	Total amount based on No. of Trips(Rs)
i)	Upto 3 MT (Tata 407 or similar capacity)	Per Trip	150 MT /50 trips		
ii)	Above 3 MT upto to 6 MT (Eicher or similar capacity)	Per Trip	600 MT/100 trips		
iii)	Above 6 MT upto 10 MT (Truck)	Per Trip	7,200 MT/800 trips		
iv)	Above 10 MT upto 15 MT (Truck /Trailer)- 20 feet	Per Trip	12,000 MT/ 800 trips		
v)	Above 15 MT- 40 feet Trailer	Per Trip	900 MT/30 trips		

7	Transportation between warehouses /premises in Willingdon Island (trips within 5 km distance)- Transportation charges	MT	1,000		
8	Material restacking/ re arrangement –Manpower charges at Pierce and Leslie & alternate premises at Willingdon Island. (This is required for re arranging balance materials after loading materials to CSL/alternate premises on need basis)	Per Manday	250		
9	TOTAL = { 1 + 2 +3 +4+5+6(i) to (iv)+7+8 } (Rs)				
10	GST applicable	%			
11	GRANDTOTAL COST (Rs:) (including GST on Sl No (9) above)	In Figures			
		In Words			

Note:

1. Work order will be placed on Overall L1 basis at Total Cost (Sl. No.9)
2. Payment for loading will be made for actual tonnage basis.
3. All Warehouses are situated in Cochin Port Trust, 5 to 10 kilometres from Cochin Shipyard Ltd.

Name & Address of Service Provider:

(Signature & Stamp of Authorized Signatory)

FINANCIAL CAPABILITY FORMAT

Sl.NO	Last three Financial Year	Annual Turnover	Profit after Tax (PAT)	Net worth as at the end of the financial year
1	Year 2020-21			
2	Year 2021-22			
3	Year 2022-23			

To be signed by the Authorized Signatory of the Applicant with Name, Designation, seal and date.

Certificate from Chartered Accountant:

This is to certify that _____ (name of the Applicant) has received the payments shown above against the respective years and that the net worth is as computed.

Name of the Authorized Signatory representing Auditing firm:
Designation:

Name of firm (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit firm

**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/
WARRANTY GUARANTEE**

To
COCHIN SHIPYARD LTD
(GOVT. OF INDIA ENTERPRISE,)
PO BAG No. 1653 , PERUMANOOR PO, COCHIN 682 015.

WHEREAS(Name & Address of Supplier) (hereinafter called "**the Supplier**") has undertaken, in pursuance of Contract.....
No..... Dated: to execute
(Name of Contract and brief description of works) (hereinafter called "**the Contract**").

AND WHEREAS it has been stipulated by **COCHIN SHIPYARD LTD** (The Buyer - hereinafter called "**CSL**") in the said contract that the Supplier shall furnish **CSL** with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOW THEREFORE we (Name of the Bank) having its Head Office at(Address of Head Office) and acting through its branch office at (Address of the executing branch) (hereinafter called "**the Bank**") hereby affirm that we are the Guarantor and responsible to **CSL**, on behalf of the Supplier up to a total of (amount of Guarantee)in words).

We, the bank, hereby irrevocably undertake to pay you any amount not exceeding in total the Guarantee Amount upon receipt by us of your demand in writing accompanied by the following documents:

1. Your signed statement certifying that the Supplier is in breach of his obligation(s) under the Contract and the respect in which the Supplier is in breach.
2. Your signed statement certifying that the Supplier has been given a prior written notice by email from you to make good the aforesaid breach and that the Supplier still failed to fulfill the Contract within 30 days of such notice. A copy of such notice given by email to the Supplier shall be attached to the demand for payment.

Any demand for payment should contain your authorized signatures which must be authorized by your bankers or by a notary public.

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between **CSL** and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed
(..... only).
2. This Bank Guarantee shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if **CSL** serve upon us a written claim or demand on or before(validity date) .

Any demand for payment under this guarantee must be received by us at this office during working hours on or before the validity date. Should we receive no claim from you by the validity date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.

This Guarantee is personal to you and cannot be assigned or transferred without the Guarantor's prior written consent, which shall not be unreasonably withheld.

Yours truly,

Signature and seal of the

guarantor:.....

Name of

Bank:.....

...

Address:

Date:.....

^[1] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in respective Dollars / Indian Rupees/Other Currency.