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THIRUVANANTHAPURAM REGIONAL CO-OPERATIVE MILKPRODUCERS'
UNION LTD.

KSHEERA BHAVAN, PATTOM, THIRUVANANTHAPURAM -695 004
Phone Nos. 2558850, 2446845 Fax: 2449567, E-mail ID - trcmpuproj@gmail.com

NOTICE INVITING TENDER

The Managing Director, Thiruvananthapuram Regional Co-operative Milk Producers Union Ltd (TRCMPU Ltd) invites online bids from reputed Construction Companies/Contractors for executing the **Construction of drive-in parlor at Thiruvananthapuram Dairy.**

Detailed terms and conditions as well as technical specifications are contained in the bidding document of above work, which is uploaded in the Kerala Government e-portal www.etenders.kerala.gov.in.

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|----|--------------------------------|--|
| a. | Bid reference No | : No.681/TRU/PC/2023 |
| b. | Name of the work | : Construction of drive-in parlor |
| c. | Estimated Cost | : Rs.30 Lacs + GST (approx.) |
| d. | Tender download | : Can be downloaded from the website
www.etenders.kerala.gov.in |
| e. | EMD | : Rs.30,000/- (Rupees Twenty-one Thousand Only) |
| f. | Bid document Fee | : Rs.1,000/- (Rupees One Thousand Only) |
| g. | Document publishing date | : 19/04/2023, 14:00 hrs |
| h. | Doc downloads start Date | : 19/04/2023, 14:30 hrs |
| i. | Bid clarification start date | : 19/04/2023, 14:30 hrs |
| j. | Bid clarification closing date | : 28/04/2023, 16:00 hrs |
| k. | Bid submission start date | : 20/04/2023, 15:00 hrs |
| l. | Bid submission closing date | : 28/04/2023, 17:00 hrs |
| m. | Bid opening | : 29/04/2023, 11:00 hrs |
| n. | Pre bid meeting | : 22/04/2023, 10.00 hrs |
| o. | Place of Pre bid meeting | : Thiruvananthapuram dairy, Ambalathara |
| p. | Place of bid opening | : H. O, Trcmpu Ltd |
| q. | Time of completion | : 90 days |
| r. | Bid validity | : 90 days |

BID FORM

1	Registered name of bidder	
2	Home Address:	
3	Office Address:	
4	Telephone	Land Phone : Mobile : E-Mail : Fax :

Terms & Conditions for e-Procurement

a. This tender is an e-Tender and is being published online for the Construction of conference hall at Thiruvananthapuram dairy.

1. The tender is invited from the registered and eligible contractors through e-procurement portal of Government of Kerala (<http://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

A) Online Bidders registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088, 2577388 or 0484-2336006, 2332262 - through e-mail: etendershelp@kerala.gov.in for assistance in this regard.

B) Online Tender Process:

The tender process shall consist of the following stages:

i) **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in from the date & time of publication of e-tender, till the last date & time for online submission of e-tender. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document. Downloading of tender documents will not be possible after the date specified above.

ii) **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

iii) **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document to www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

iv) **Opening of Technical bid and bidder short-listing:** Technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualification. All documents in support of technical qualification shall be submitted online within the due date and time. Failure to submit the documents will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid. *Hard copy of all documents in support of technical qualification shall be submitted within the due date and time for tender opening.*

v) **Opening of financial bids:** Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in the critical date section.

C) Documents comprising bid:

i) **First Stage (Pre-qualification or Technical cover based on 1 cover or 2 cover tender systems):** Pre-qualification or technical proposal shall contain the scanned copies of the documents mentioned in the General Conditions of Contract which every bidder has to upload.

1. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership or if a joint venture, of each party there to constituting the bidder.
2. Copies of GST registration certificate.
3. Details of experience and past performance of the bidder (or of each party to a joint venture) on works of similar nature, and details of current work in hand and other contractual commitments shall be submitted. Customer's full address, contact persons, contact telephone number and e-mail ID are to be furnished.
4. The bidder should have an experience for a minimum period of five years at the time of bid opening.
5. The bidder's annual financial turnover during any one of the last two years shall not be less than 1.5 times the estimated cost as specified in the Invitation to Bid.
6. The bidder shall have completed at least one project whose cost is 80% of estimated cost of this bid in the past 3 years.

7. The bidder shall furnish a copy of the Income tax Returns for the previous year in original or certified true copies. The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

ii) The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: - The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable / variable price quotation will be treated as non-responsive and rejected.

D) Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay a tender document fee and Earnest Money Deposit or Bid Security as given in the Tender Inviting Notice. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidder are required to avail Internet banking facility in any of the below banks for making tender remittances in e-Procurement system.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	29	Janata Sahakari Bank
2	Axis Bank	30	Karnataka Bank
3	Andhra Bank	31	Karur Vysya Bank
4	Bandan Bank	32	Kodak Mahindra Bank
5	Bank of Bahrain and Kuwait	33	Lakshmi Vilas Bank
6	Bank of Baroda	34	Mehasana urban Co-op Bank
7	Bank of India	35	NKGSB Co-operative Bank
8	Bank of Maharashtra	36	Oriental Bank of Commerce
9	Bassein Catholic Co-operative Bank	37	Punjab and Maharastra Co-operative Bank
10	BNP Paribas	38	Punjab National Bank
11	Canara Bank	39	Punjab and Sind Bank
12	Catholic Syrian Bank	40	RBL Bank
13	Central Bank of India	41	Saraswat Cooperative Bank
14	City Union Bank	42	Shamrao Vithal Cooperative Bank
15	Corporation Bank	43	South Indian Bank
16	Cosmos Bank	44	Standard Chartered Bank
17	DCB Bank	45	State Bank of India
18	Dena Bank	46	Syndicate Bank
19	Deutsche Bank	47	Tamilnadu Mercantile Bank
20	Dhanalaxmi Bank	48	Tamilnadu Cooperative Bank
21	Federal Bank	49	The Kalyan Janatha Sahakari Bank
22	HDFC Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
23	ICICI Bank	51	UCO Bank
24	IDBI Bank	52	Union Bank of India
25	Indian Bank	53	Vijaya Bank
26	Indian Overseas Bank	54	YES Bank
27	IndusInd Bank	55	United Bank of India
28	Jammu & Kashmir Bank		
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	19	Karur Vysya Bank
2	Bank of India	20	Kodak Bank
3	Bank of Maharashtra	21	Lakshmi Vilas Bank
4	BNP Paribas	22	Oriental Bank of Commerce
5	Canara Bank	23	Punjab and Maharastra Coop Bank
6	Catholic Syrian Bank	24	Punjab and Sind Bank
7	City Union Bank	25	Punjab National Bank
8	Corporation Bank	26	RBL Bank
9	Cosmos Bank	27	Shamrao Vithal Cooperative Bank
10	Deutsche Bank	28	South Indian Bank
11	Development Credit Bank	29	State Bank of India
12	Dhanalaxmi Bank	30	Syndicate Bank
13	Federal Bank	31	UCO Bank
14	HDFC Bank	32	Union Bank of India
15	ICICI Bank	33	UPPCL
16	Indian Overseas Bank	34	Vijaya Bank
17	Janata Sahakari Bank	35	Axis Bank
18	Jammu & Kashmir Bank		

During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the terms and condition page. On furtherer submitting the same, the e-Procurement system will redirect the bidder to MOPS Gateway, where two options, mainly **SBI and other banks*** will be shown. Here, bidder may proceed as per below.

(a). **SBI Account holders** shall click **SBI** option to with its Net banking facility, where bidder can enter their internet banking credentials and transfer the tender fee and EMD amount.

(b). **Other bank account holders** may click **other banks** option to view the bank selection page. Here bidder can select from any of the 54 banks to proceed with its net-banking facility, for remitting the tender payments.

*Transaction charges for other banks vide SBI Letter No. LHO/TVM/AC/2016-17/47- 1% of transaction value subject a minimum of Rs.50/- and maximum of Rs.150/-

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

E) SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their technical bid and financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.No other mode of submission shall be accepted and such tenders will be rejected outright.

For page-by-page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click "Bidders Manual Kit" link on the home page.

It is necessary to click on "Freeze bid" line/icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be

ELIGIBILITY AND QUALIFICATION REQUIREMENT

To be eligible for the award of Contract, bidders shall provide evidence Satisfactory to the Thiruvananthapuram Regional Co-operative Milk Producers' Union of their eligibility and of their capacity and adequacy of resources to carry out the Contract effectively. To this end, all bids submitted shall include the following information.

- A) Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership or if a joint venture, of each party there to constituting the bidder.
- B) Power of Attorney or a true copy thereof duly attested by a Gazette Officer in case an authorized representative has signed the bid.
- C) Income Tax clearance certificate and Sales Tax clearance certificate in original or true copies duly attested by the bidder.
- D) Details of the experience and past performance of the bidder (or of each party to a joint venture) on works of similar nature within the past five years, and details of current work in hand and other Contractual commitments shall be submitted as per tender procedures.
- E) Major items of constructional plant proposed for use in carrying out the contract in the format prescribed in Schedule and the qualifications and experience of key personnel proposed for the administration and the execution of the Contract, both on and off site should follow the terms and conditions.

For the purpose of this particular contract, bidder should meet the following qualifying criteria as minimum:

- a) The bidder should be in business as civil works Contractor for a minimum period of five years at the time of bid opening. Bidder must submit valid CPWD/PWD contract license or equivalent.
- b) The bidder's annual financial turnover during any one of the last three years shall not be less than one and half times the value of the Contract as specified in the Invitation to Bid.
- c) The bidder shall have completed at least one project of similar nature of value 80% of the estimated value of the contract, for which this invitation to bid is issued during the last five years.
- d) The bidder shall furnish a copy of the Income tax Returns and Income Tax clearance certificate for the previous three year(s), in original or certified true copies.

Bid submitted by a joint venture of two or more firms as partners shall comply with the following requirements;

- (a) the bid, and in the case of a successful bid the form of agreement, shall be signed so as to be legally binding on all the partners;
- (b) One of the partners shall be nominated as being in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- (c) The partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the Partner-in-charge.
- (d) All the partners of the Joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the form of bid and the form of agreement (in case of the successful bid) and a copy of the agreement entered into by the joint venture partners shall be submitted with the bid.
- (e) Experience, resources, men and machinery of each party to the joint venture, will be taken into only to the extent of their participation for performing tasks under the joint venture agreement.

TECHNICAL TERMS & CONDITIONS

1. **Scope of Work:** Construction of drive-in parlor at Thiruvananthapuram dairy.

Land Clearance

We intend to clear up the land before the construction, which includes dressing up of the land and excavation.

Landfilling

We intend to fill up the land after the clearance to maintain the slope of the DIP.

Construction of drainage system

We intend to construct a proper drainage system by adjusting the slope. Which includes RCC, Plastering etc.

Expansion of existing DIP building

We intend to expand the existing DIP super market with fast-food counter, it includes solid work, plastering, tiling work etc.

Construction of visitor's toilet block

We intend to construct a Drive-in-parlor with washroom, it includes Solid work, RCC work, Flooring, Plumbing, Painting, sanitary fitting.

Construction of Play Ground

We intend to construct a play ground for kids with playing equipment's and filling with sand

Leveling of land for playground and laying good quality sand

We intend to construct a playground for kids, which includes leveling up of land and laying good quality playground sand.

Structural steel Work

We intend to do truss work, all its fitting including rigid P.V.C rain water pipes, canopy, top of front boundary wall, grill on ground for catching ground water, other structural works and its painting

Paving interlock

We intend to lay interlock near the DIP.

Parking area

We intend to set up a parking area, which includes leveling, filling etc.

2. **Estimated Value:** Rs.30 Lakhs (Extra GST)

3. **Price Basis:** The unit rate is inclusive of cost of materials, transportation, labor charges, other incidental expenses etc. GST will be added for the completion of work in all respect as mentioned in the BOQ and nothing will be paid extra on this account. The rates shall remain same from the date of commencement till the entire work is completed by you in all respect and no enhancement of rate will be entertained.

4. **Validity:** The offer should remain valid for acceptance for a period of 3 months from the date of opening.

5. **Guarantee:** You shall give guarantee for the performance of the work carried out for a period of 12 months from the date of commissioning. The entire expenditure towards replacement/repair in this regard shall be borne by you.

6. **Security Deposit:** 10% of total invoice amount shall be retained as security deposit which will be released only after the satisfactory completion of guarantee period.

7. **Period of Completion:** You should complete the entire work as per specification within 90 days from successful receipt of the work order.

8. **Payment:**

Payment shall be released by Thiruvananthapuram dairy as follows:

- ❖ **Part bills** will be processed for payment only after each 30% of work progress. Upon completion of at least 30 % of work, part bill can be allowed for the completed work. 90 % of the invoice amount will be allowed after verification.

9. **Delivery & Billing Address:**

The Senior Manager,
Thiruvananthapuram Dairy
PB. No.4 Ambalathara, Poonthura P.O
Thiruvananthapuram-695 026
PH: 0471-2382148,2382562
GST No.32 AAAAT9795J3ZV

10. **Material Supply:** All materials are to be supplied by the Contractor

TECHNICAL SPECIFICATION

I. Civil Works

SN	DESCRIPTION	REMARKS
1	RCC casting	COLUMNS, BEAMS, BELT
2	TMT Bars	VIZAG, TATA, SAIL (16mm, 12mm, 8mm, etc.)
3	Cement	ULTRATECH, RAMCO, SHANKAR
4	Paint	ASIAN PAINTS
5	Floor Tiles (600mm X 600mm) Wall Tiles (450mm X 900mm)	KAJARIA, SOMANY H R JOHNSON
6	Pipe fittings	AQUALINE, SUPREME
7	Sanitary Fittings	CERA, HINDWARE, PARRYWARE

II. Structural Roofing

SN	DESCRIPTION	REMARKS
3	Sections / Purlins	As per IS (3mm, 2mm thick)
5	GI Roofing sheet	JSW, Jindal (0.50mm)

**All the works should be carried out according to the technical specification and direction
Water and electricity will be provided by TRCMPU Ltd

11. Damages:

- Work will be carried out as per the Terms and conditions and Technical Specifications issued by TRCMPU Ltd.
- The bidder shall have to pay liquidated damages @ 0.5% (Half percentage) per week, for the delay in completion of the work subject to the maximum of 5% of the order value.
- The TRCMPU shall not be liable for any damage or compensation, in consequence to any accident or injury to any workman or other persons employed by the contractor.
- The work has to be carried out without affecting the day-to-day functioning of the office.
- Damage should not occur to the Electrical Installation, Pipe lines, Equipment, Machinery etc. while carrying out the work.


Managing Director

AWARD OF CONTRACT

I. Award Criteria

Subject to the tender terms, TRCMPU shall award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest. Evaluated bid price pursuant to NIT, provided further that the bidder has the capability and the resources to carry out the Contract effectively.

II. TRCMPU's Right to accept any bid and to reject any or all bids

Notwithstanding terms and condition stated above, TRCMPU reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the TRCMPU's action.

III. Notification of Award

Prior to the expiry of the period of bid validity prescribed in the bid documents, the TRCMPU will notify the successful bidder by telegram/telex confirmed in writing that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract referred to as "Letter of Acceptance") shall name the sum which the TRCMPU will pay to the Contractor in consideration of the execution, completion and the maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of the Contract referred to as the "Contract price").

The notification of the award will constitute the formation of the Contract.

Upon the furnishing by the successful bidder of a performance security in accordance with the terms and conditions TRCMPU will notify the unsuccessful bidders that their bids have been unsuccessful.

IV. Signing of Agreement

At the same time that the TRCMPU notifies the successful bidder that his bid has been accepted, the TRCMPU will send the bidder the Form of Agreement provided in the bidding documents, incorporating all agreements between the parties.

Within 15 days of the receipt of the Form of Agreement the successful bidder shall sign the Form and return it to the TRCMPU.

V. Performance Security

Within 30 days of the receipt of the notification of award from the TRCMPU, the successful bidder shall furnish to the TRCMPU a Performance Security for an amount of 5% of the Contract value pursuant to General Conditions of Contract.

FORM OF AGREEMENT FOR CIVIL CONSTRUCTION WORK
(On Non-judicial stamp paper of Rs.200/-)

THIS AGREEMENT is made and executed on the day of2001 between the Thiruvananthapuram Regional Co-operative Milk Producers' Union Limited, a society registered under the Kerala Co-operative Societies Act 1969 (Act 21 of 1969) and having its registered office at KSHEERA Bhavan, Pattom, Trivandrum.695 004 (hereinafter referred to as TRCMPU which expression shall, unless repugnant to the context or meaning thereof, include the successors and assignees of the TRCMPU) of the ONE PART and

.....(hereinafter referred to as the Contractor, which expression, shall unless repugnant to the context or meaning thereof, include the heirs, successors, assignees, executors and administrators of the Contractor) of the OTHER PART.

WHEREAS the TRCMPU is desirous that certain works should be executed, viz., and has, by Letter of acceptance dtd....., accepted a bid by the Contractor for the execution, completion and maintenance of such work, NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1.0In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to

2.0The following documents shall be deemed to form and be read and constructed as a part of this agreement, viz., read and construed as a part of this agreement, viz.,

- i.this Form of Agreement
- ii.the Letter of Acceptance
- iii.the said bid and Appendix
- iv.the Technical Specifications
- v.the Schedule of Quantities
- vi.the Schedule of Supplementary information
- vii.Special Conditions of Contract
- viii.General conditions of contract
- ix.Schedule of Materials to be issued by Owner/TRCMPU
- x.Form of Bank Guarantees

3.0The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities and discrepancies shall take precedence of ambiguities and discrepancies shall take precedence in the order set out above

4.0In the consideration of the payment to be made by the TRCMPU to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the TRCMPU to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.

5.0The TRCMPU hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed the day, month and year first and written.

Signed, sealed and delivered for and on behalf of the within named TRCMPU by the hands of its Authorized Signatory.

Authorized Signatory

TRC M P U Ltd.

In the presence of:

Witness:

1. Signature
Name
Address

2. Signature
Name
Address

Signed, sealed and delivered for and on behalf of the within named Contractor, the other part. In the presence of:

Witness:

(1) Signature
Name
Address

(2) Signature
Name
Address

Acceptable forms of Bank guarantees

1.0 Performa of Bank guarantee for Performance Security on Non-judicial stamp paper of Rs.200/-

Bank guarantee No.

Date:

CONTRACTOR

This deed of guarantee made this day of 2002 (Two thousand and) by (Name and address of the bank), hereinafter referred to as the bank, which shall unless repugnant to the context or the meaning thereof includes its legal representatives, successors and assigns and the Thiruvananthapuram Regional Co-operative Milk Producers' Union (herein after referred to as the TRCMPU) which expression shall unless repugnant to the context or meaning thereof include its legal representative, successors or assigns.

Whereas the T R C M P U Ltd. has awarded a contract bearing number..... on M/s..... (Name and address of the party), hereinafter referred to as the Contractor, for the execution, completion and the maintenance of

..... And whereas, the Contractor has agreed to submit a performance security in the form of a bank guarantee to the TRCMPU as per the terms and conditions of the bidding documents and the contract which will be kept valid up to calendar months from the date of bank guarantee (the period should be till end of Period of Maintenance). And whereas, the bank and its duly constituted agent and officer has already read and understood the Contract made between the TRCMPU and the Contractor.

In consideration of the TRCMPU having agreed to award the contract on the Contractor, we..... (the bank), do hereby guarantee, undertake, promise and agree with the TRCMPU, its legal representatives, successors and assigns that the within named (the name of the Contractor) their legal representatives and assignees will faithfully perform and fulfill everything within the bidding document and the Contract order on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner therein provided, do all obligations there under and we further undertake and guarantee to make payment to the TRCMPU a sum of Rs..... only) being 5%

(Rupees..... of the Contract value, in case the Contractor, their legal representatives and assignees do not faithfully, perform and fulfill everything within the bidding document and the Contract order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not willfully and promptly do all obligations there under.

In case, the Contractor fails to perform or fulfill the Contract as per the terms and conditions agreed upon, the TRCMPU is entitled to demand an amount equivalent to 5% of the Contract value from the Contractor and the demand made by the TRCMPU itself will be conclusive evidence and proof that the Contractor has failed to perform or fulfill his obligations under the Contract and neither the Contractor nor the Bank shall be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment on any ground whatsoever.

We, (the name of the Bank), do hereby undertake to pay an amount equivalent to 5% of the Contract value, being the amount due and payable under this guarantee, without any demur, merely on a demand from the TRCMPU stating that the amount claimed is due by way of non-performance of the Contractual obligations as aforesaid by the Contractor or by the reason of the Contractor's failure to perform the said contractual commitments, any such demand made on the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (Rupees Rs..... only) being the amount equal to 5% of the Contract value.

We, the bank, further agree that the performance security herein contained shall remain in full force and effect for a period of calendar months from the date of the bank guarantee (the period shall be till the end of Period of Maintenance) whichever is later or till the TRCMPU certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee, unless a demand or a claim under this guarantee is made on us in writing by the TRCMPU on or before We shall be discharged from all liabilities under this performance security hereafter.

We, the bank further agree with the TRCMPU that the TRCMPU shall have the fullest liberty without or consent and without affecting in any manner our obligations hereunder to vary any of the terms and the

conditions of the bidding document and the Contract or to extend the time of performance by the said Contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the TRCMPU against the Contractor and to forbear or enforce any of the terms and conditions relating to the said bidding document and the Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor, or for any forbearance, act or omission on the part of the TRCMPU to the said Contractor 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.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the TRCMPU may have or hereafter possess in respect of the works executed or intended to be executed and the TRCMPU shall be under no obligation to marshal in favor of the bank any such securities or funds or asset that the TRCMPU at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The bank agrees that the amount hereby guaranteed shall be due and payable to the TRCMPU on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the bank or by dispatch thereof to the bank by registered post at the address of the bank.

Any notice sent to the bank at its address by registered post shall be deemed to have been duly served on the bank notwithstanding that the notice may not in fact have been delivered to the bank.

In order to give full effects to the provisions of this guarantee the bank hereby waives all rights inconsistent with the above provisions and which the bank might otherwise as a guarantor be entitled to claim and enforce.

We, _____, lastly undertake not to _____ this guarantee during its currency except with the previous consent of the TRCMPU in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. _____ (Rupees _____) The guarantee shall remain force until _____ and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date (the date of expiry) all rights of the TRCMPU under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

SIGNATURE

SEAL

PLACE

DATE

Note: The Contractor should ensure that the seal and the code no. of the signatory is put by the bankers, before submission of the bank guarantees.

2.0 Performa of Bank guarantee for Bid Security of Non-judicial stamp paper of Rs. 200/-

Bank guarantee No. _____

Date: _____

This deed of guarantee made this _____ day of 2002 (Two thousand and _____) by (Name and address of the bank), hereinafter referred to as the bank, which shall unless repugnant to the context or the meaning thereof

CONTRACTOR

includes its legal representatives, successors and assigns and the Thiruvananthapuram Regional Co-operative Milk Producers' Union (herein after referred to as the TRCMPU) which expression shall unless repugnant to the context or meaning thereof include its legal representative, successors or assigns.

Whereas the T R C M P U Ltd has invited bids for the construction of the proposed

..... by the Invitation to bid
No..... AND WHEREAS M/s..... (Name and
address of the bidders) who having submitted their bids (hereinafter referred to as the Bid) and have agreed to
deposit to the TRCMPU an amount indicated in the Invitation to bid as per the terms and conditions of the
bidding documents. AND WHEREAS the TRCMPU is also willing to accept a Bank guarantee in lieu of
payment by demand draft of any amount equivalent to the amount of bid security required to be deposited by the
bidder to the TRCMPU which guarantee shall be kept valid for 120 days after the day of the opening of the bids.

In consideration of the TRCMPU having agreed to consider the bid proposals having submitted by the bidder
without depositing the amount of bid security and against this bank guarantee, we (name and the address of the
bank) hereby undertake and guarantee to make payment to the TRCMPU the amount of bid security or any part
thereof not deposited by the bidder to the TRCMPU at any time (time being the essence of the contract) when
the TRCMPU asks for the same as per the terms and conditions of the bidding documents within 120 days from
the date of opening of the bids.

The bank further undertakes not to revoke this guarantee during its currency except with the previous consent of
the TRCMPU in writing and the guarantee shall be continuous and irrecoverable guarantee up to a sum of Rs.
..... (Rupees only) provided
always that any indulgence or forbearance on the part of the TRCMPU to the said bidder, with or without the
consent of the Bank shall not prejudice or restrict remedies against the bank not shall the same in any event be a
ground of defense by the Bank against the TRCMPU.

In case the TRCMPU put forth a demand in writing on the Bank for the payment of the amount in full or in part
against this Bank guarantee, the Bank will consider that such demand by itself is a conclusive evidence and
proof that the bidder has failed in complying with the terms and conditions stipulated by the TRCMPU in its
bidding document and payment will be made to the TRCMPU without raising any disputes regarding the
reasons for such failures on the part of the bidder.

The bank shall not be discharged or released from this guarantee by any arrangement between the bidder and the
TRCMPU with or without the consent of the Bank or any alterations in the obligations of the parties or by an
indulgence, forbearance shown by the TRCMPU to the bidder.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the
TRCMPU may have or hereafter possess against the bidder and the TRCMPU shall be under no obligations to
marshal in favor of the Bank any such securities or fund or assets that the TRCMPU at its absolute discretion
may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the TRCMPU on TRCMPU's
serving with a notice requiring the payment of the amount and such notice shall be served on the Bank either by
actual delivery thereof to the Bank or by dispatching thereof by to the Bank by registered post at the address of
the said bank. Any notice sent to the Bank at its address by registered post shall be deemed to have been duly
served on the Bank notwithstanding that the notice may not in fact have been delivered to the bank.

In order to give full effect to the provisions of this guarantee the bank thereby waives all rights inconsistent with
the above provisions and which the bank might otherwise as a guarantor be entitled to claim and enforce.

The guarantee shall remain force until..... and unless the guarantee is
renewed or a claim is preferred against the bank within three months from the said date all rights of the
TRCMPU under this guarantee shall cease and the bank shall be released and discharged from all liabilities
hereunder.

Notwithstanding anything contained here before, our liability under this guarantee is restricted to
Rs..... (Rupees only) being the amount of the
Bid security and it shall remain in force until.....

.....

SIGNATURE

SEAL

PLACE

Note: Bidders should ensure that the seal and the code no. of the signatory is put by the bankers, before submission of the bank guarantees.