

 एच॰ई॰सी॰ ISO 9001:2000	HEAVY MACHINE BUILDING PLANT HEAVY ENGINEERING CORPORATION LIMITED (A Govt. of India Enterprise) Ranchi – 834 004 (INDIA)

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Tender Enquiry No. PUR/HMB/18/SSS/0001/18/MW- 5539

Dtd 06.12.18

OPEN TENDER

Sub: E-tendering with E-price bids for Supply of Paint Booth alongwith Erection and Commissioning at HMBP Shop.

Tenders are invited on line through website. Tenders are to be submitted strictly as per guidelines furnished in the website of <http://etenders.gov.in> hereunder:

INSTRUCTION TO BIDDERS (ITB)

1.0 Tender Summary :

Tender Ref No.	Enquiry No. PUR/HMB/SSS/001/18/MW-5539, 06.12.18	dtd
Item Description	Painting Booth with heating arrangement at HMBP Shop –Qty 1 set	
Cost of Tender documents / Tender Fee	Rs 750/-	
Type of tender	Open Tender in Two Bid System	
Mode of Tender:	E tender with e price bid	
Earnest Money Deposit (EMD) (To be submitted in the form of DD / BG in favor of Heavy Engineering Corporation Limited, Payable at Ranchi	Rs.70000/-	
Last date and time for on-line submission of tender	25.12.2018	UPTO 13 Hrs (IST)
Due date and time for on line opening of tender Part 1 only:	27.12.2018	AT 15 Hrs (IST)
Due date and time for online opening of Price bid of technically suitable firms	Will be intimated through e tender portal	
(Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next full working day at same time		

Bidders are requested to submit their most competitive offer through e- procurement mode only. Offer submitted through offline mode will not be considered. For more information please visit our website <https://etenders.gov.in/eprocure/app>.

Prospective Tenderers are advised to get register themselves only on at NIC e-tender portal i.e. <https://etenders.gov.in/eprocure/app>, obtain 'User ID' & 'Password' and go through the 'Self Help files' available in the Home Page after log in to the portal <http://etenders.gov.in>. They should also obtain Class III Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. Detailed instructions for online bid submission is mentioned below. No registration fee would be charged from the bidders.

Bidders are required to upload the bid along with all supporting documents including priced part (BoQ) only on the e-tendering website (<https://etenders.gov.in/eprocure/app>), on or before the due date and time for submission of bid.

NOTE: HEC reserves the right to extend / change the schedule of any activity by intimating the bidders through a notification on the e-tender portal.

2.0 Contents of tender documents:

1	Techno-Commercial Terms and Conditions of NIT	Annexure "A" & Annexure 'B'
2	Template for Price Bid/BOQ format for online submission by the bidder	BOQ.xls

3.0 Requirements for Vendors:

- A) P.C. connected with internet.
- B) Registration with Service provider portal <https://etenders.gov.in>
- C) The vendor should possess a Class-II or Class III Digital Signature certificate (Mandatory). (Bids will not be recorded without Digital Signature Certificate.)
- D) In case of any clarification please contact M/s NIC, before the schedule time of the submission of bid. Contact Person:- **Shri Kushal Kumar: 09852923855 / 7903884318**
- E) Registration / Enrollment of Bidder on e- tender Portal of HEC: In order to submit the bid, the bidders have to get themselves registered online on the e- tender portal of HEC Ltd with valid Digital Signature Certificate (DSC) issued from any agency authorized by CCA and which can be traced upto the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

4.0 For **registration**, Submission procedure and method of correspondence etc. Please visit our website: <https://www.hecltd.com> / <https://etenders.gov.in> and click on the relevant link for help.

5.0 Help for participating in e-tender:

The detailed method for participating in the e-procurement are available in the website <https://www.hecltd.com> or <https://etenders.gov.in> The bidders have to Log on to official website and then click on the specified links to start participating in the e-procurement process.

Bidders are also free to communicate with the contact person of the service provider to get all clarifications regarding the mode of the e-procurement process.

NB : (I)

- (I) Please note that there is no provision to take out the list of parties downloading the tender document from the above referred web site . As such , tenderers are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda , if any , will be that of the downloading parties.
- (II) No separate intimation in respect of corrigendum to this NIT(if any) will be sent to tenderers who have down loaded the documents from website. Please see websitesi.e.,<http://www.hecltd.com> or <http://www.etenders.gov.in>

6.0 The offer should be submitted (uploaded) strictly as per the terms and conditions and Procedures laid down in the website <https://etenders.nic.in> tender document failing which the offer is liable for rejection.

Bidders should download the complete NIT including the Annexure and read carefully before filling the details and uploading the documents.

7.0 The offers with any deviations to the NIT Terms and conditions shall be liable for rejection.

8.0 The bidder must upload all the documents required as per the terms of NIT. (Any other document uploaded which is not required as per the terms of the NIT shall not be considered.)

9.0 It may pleased be noted that E-tendering or e-procurement fall under the purview of the Information Technology Act 2000 and Information Technology (Amendment) Act 2008 and other relevant acts and subsequent amendments if any).

10.0 There will be no physical sale of the tender documents.

11.0 PREPARATION OF TENDER DOCUMENTS :

Tender is to be submitted in two bid system in the following manner and shall be submitted through electronic mode only:

- a. Techno-commercial bid (Part 1) – The offer is to be scanned and uploaded in our portal consisting technical details

The commercial terms and conditions (as per annexure B). The format (Commercial sheet.xls) in excel format shall be downloaded and the same excel file duly filled by the bidder is to be uploaded while submitting the offer.. No price part is to be uploaded in this part

- b. Part -II – Price-Bid/BOQ: This part of the offer should contain price portion .The format of Price Bid/BOQ which in excel format shall be downloaded by the bidder and rate offered by the bidder shall be filled in the excel file and uploaded the same excel file of e tendering system while submitting the offer.

The price bid/BOQ which is incomplete and not submitted as per the instructions given will be liable for rejection.

Note :

Bidders are requested to upload all the attachments /documents in one single PDF File in Other Important Documents (OID) or as indicated in the online instructions. For Example if more than one document is to be uploaded in support of Eligibility criteria or proveness criteria or any other requirement then bidder must prepare one single PDF file of all the related documents and then upload in the system in OID

Bid Opening Process is as below:-

Cover-I: Technical bid opening date will be as per given dates. If any clarification is needed from the bidder about the deficiency in his uploaded documents in Cover-I, he will be asked to provide it through Short fall documents folder in e-tendering portal. The bidder shall upload the requisite clarification / documents within time specified by HEC, failing which tender will be liable for rejection.

Cover-II: The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be intimated through portal. (Depending on Cover-I evaluation any changes in the date shall be intimated through e-tendering portal).

12.0 Please read carefully before you quote: -

Last date of Receipt of Tender Document : by 1:00 PM (IST) on 25/12/2018
Due date of tender opening (Part 1 only) : at 3:00 PM (IST) 27/12/2018

1. Items to be supplied as per the provided specifications.
2. It should be quoted on **FOR HMBP Store**.
3. **Validity** – Minimum 90 days from the date of opening of tender.
4. Order will be under L.D. clause.
5. Price Bid:-Price bid to be uploaded as per BOQ of NIT.
6. Commercial Terms and condition in Annexure-B to be submitted/uploaded along with Technical (part 1) bid
7. The EMD (BG or DD) and Tender fee (DD) as per eligibility needs to be sent to office of purchaser before in advance so that it reach before scheduled date of opening of tender.

TO

**SDGM / PURCHASE
PURCHASE DEPARTMENT
ADM BUILDING / HMBP
HMBP, HEC LIMITED
PO- DHURWA,
RANCHI, JHARKHAND-834004**

- 13.0 **Disclaimer clause:-**The Company (Heavy Engineering Corporation Ltd.) nor the service provider (www.etenders.gov.in) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

1.0 SCOPE OF SUPPLY: -

Sl.No	Description	Qty.
1.	Painting Booth for Painting of Items of Excavator items and other items in 041-042 Shop of HMBP with heating arrangement. Max Job size – 5 mtr x 4 mtr x 2 mtr (L) (W) (H)	01 set.

Scope of supply –

1. Painting Booth Enclosure with heating arrangement
2. Main door inside
3. Illumination
4. Fresh air intake pre filter
5. Fresh air intake after filter
6. Disposable paint trap filter
7. Hood and exhaust system
8. Electrical control panel and wiring including manometer
9. Foundation bolt
10. Access door
11. Erection and commissioning work of paint booth
12. Temperature controller

TECHNICAL SPECIFICATION OF PAINTING BOOTH

1. Type of Paint Booth – Spray Type with heating arrangement
2. Material to be painted - Steel
3. Job weight - Max^m 15 Ton
4. Max. Job Size to be painted - 5m X 4m X 2m (L x W x H)
5. Working size of Paint Booth - Min^m (9 m X 6m X 4m) (L X W X H)
6. Illumination Level - Min^m 800 lux
7. Main Door - One No. according to paint booth size and preferred fully open with vision glass.
8. Access Door - Min 2 No. of size 650mm (W) x 2000mm(H)
9. Booth Body - Double wall sandwich panel with heat preservation arrangement having torque and grove construction type.
10. Heating Type - Electrical
11. Heating Temperature - 60 to 80° C
12. Air inlet Blower - Vender to specify
13. Exhaust Blower - Vender to specify
14. Temp. controller - Digital 0-200°C with PT sensor
15. Air Velocity - 0.25 to 0.5 m/s
16. Monometer - Min^m 1 No.
17. Control Panel. - Floor mounted complete with supply indication lamp Auto/Manual switch for booth and oven made temp controller,

MCB Contactor, overload relay, failure indicator and alarm, ON/Off switch, Timer, E/M Stop.

18. Air intake & extraction filter

- Class, EU3, EU4, EU5

- Make- Filtrair, Speritex, Holline

Safety Features:-

1. 24 Volt Control Panel (Critical Components)
2. Over and under Voltage Protection
3. Reverse Phase Protection.
4. Safety Thermostat
5. Fire Retardant Wiring
6. Fire Retardant Filters
7. Overpressure release mechanism
8. Fire Retardant Insulation.

HEC Scope of Works

1. Painting equipments, compressor air for painting equipments and inlet connection upto machine.
2. All necessary civil Work for foundation ,pit and shed for paint booth.
3. Job loading and unloading arrangement
4. Unloading of material at site for erection
5. Electrical power connection up to control panel through isolator.
6. Material handling Trolley and Guide tracks for painting material inside paint booth.
7. Compressed air line with painting applicators.
8. Welding / Gas cutting facility at the time of erection, if required.
9. Scaffolding or other material handling equipments during installation, if required.
10. Firefighting system during erection.

Preferred make of paint booth - Spray technics, Mec shot, GEL engineering India ltd and other reputed make

Training – Training to the HEC staff required of minimum 1 week.

Warranty of equipment-Bidder is responsible for to repair or replace parts manufactured by him due to defects in material or workmanship within 12 months from the date of commissioning.

After sales services – During the warranty period service engineer has to attend repair on his own expenditure..

General notes –

1. Experience in the similar paint booth supply. Reference to be enclosed by Bidder
2. Performance certificate to be enclosed by the bidder.
3. Schematic drawing to be supplied by the bidder based on the technical specification.
4. Recommended spare list and spares to be supplied for the month of 12 month from date of commissioning.
5. Foundation drawing to be supplied by the bidder before commissioning.

2.0 Qualifying Criteria

The firm has supplied similar booth in India during Last 5 years

3.0 Documents to be submitted with techno-commercial bid

1. Technical offer of painting booth as per the scope of supply, technical specification and safety features as per NIT
2. Copies of PO of similar painting booth supplied by the bidder
3. Customer lists.
4. Schematic drawing of painting booth
5. Terms and conditions as per annexure B of NIT

Commercial terms and conditions:

1. Offers to be submitted on FOR HMBP Stores basis. The rate quoted shall be inclusive of all packing & forwarding, freight and transit insurance charges.
2. The Price quoted by the tenderer should be exclusive of GST. The rate and nature of GST applicable should be shown separately GST will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed on the date of supply provided the transaction of sale is legally liable to GST and within the delivery period.
3. The rates quoted must be firm and the offers made must remain open for acceptance for three months from the date of opening of the tender.
4. Quotations erased or over written are likely to be rejected unless all corrections are authenticated with the tenderer's signature.
5. Delivery –Within 1 months from the date of order placement.

6. Payment Term:

For Supply - 80% price with 100% GST will be paid through RTGS within 60 days after receipt of material at HMBP Stores

Balance 20% payment will be made on successful installation and commissioning of machine at HMBP duly certified by HMBP officials alongwith PBG of 10% order value valid till guarantee period.

For Installation and Commissioning – 100% payment with 100% GST shall be paid after successful installation and commissioning of machine at HMBP duly certified by HMBP officials.

“The payment shall be made within 60 days of the receipt and acceptance of supplies at the destination. The rate of interest to be loaded on the firm for the payment term offered other than as specified in NIT for calculating landed cost to decide L-1 status will be 1% per month i.e. 12% per annum (Maximum)”

7. Full particulars i.e. specification, literature and / or drawing wherever applicable has to be submitted along with the quotation. The '**Brand**' and '**Make**' name must be indicated.
8. The Corporation does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of tender or portion of the quantity offered and you shall supply the same at the rate quoted.
9. **Inspection Clause:-** Supplies will be subject to Inspection by our Inspection wing / or inspection Agencies prescribed by us.

Material shall be inspected at Firm's work by I/c QCA or his representative. However, HEC reserves the right to inspect the material after receipt of the material at HMBP store and if it is found not confirming to our specification at any stage, the material shall be rejected at any stage and firm have to replace it at no extra cost.

10. Order placed as a result of this tender will be subject to the Corporation's General Terms and Conditions of contract which can be down loaded from our website (www.hecltd.com).
11. Corporation reserves the right to call for and examine at any time the books of accounts and other documents and papers of the firm for the purpose of ascertaining whether any excess payments has been made or the firm likely to be received / received undue benefit out of execution of the particular contract.
12. The final quantity may vary at the time of finalization of tender, however the proper clarification / confirmation shall be taken from the firms.
13. Delivery: The time for and the date of delivery of the Stores stipulated in the acceptance of tender shall be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein.
Otherwise:
 - a) **LD Clause** - The purchaser to recover from the contractor a sum of 0.5 % per week (completed week) of the price of the stores(upto maximum 10 %) as liquidated damages, which the contractor has failed to deliver as aforesaid or,
 - b) The purchaser may procure the undelivered stores / similar items from elsewhere, without notice to the contractor at the risk of the contractor without canceling the contract in respect of the consignment not yet due for delivery or,
 - c) to cancel the contract or a portion thereof.
14. **Earnest Money-** Bids must be accompanied by a Earnest Money Deposit (Bid Security) amounting to Rs.70000/- in the form of bank draft or BG in favour of "Heavy Engineering Corporation Limited" and payable at par at Ranchi (BG format Annexure C) alongwith Part-I of the tender i.e. with techno-commercial bid
15. **Exemption:** - Tenderer registered with National Small Industries Corporation/ Small Scale Industries/ Micro, Small scale Industry (MSE) or DGS&D for the tendered item will be exempted from submission of EMD. The tenderer should enclose an authenticated copy / notarized copy of their valid registration certificate with NSIC, DGS&D for grant of exemption.
In case Bidder is covered under MSME criteria, it is mandatory to quote UAM no in Bid Documents.
HEC is registered on TReDS governed by RBI Guidelines and our registration no is HE000320. All MSME firms are advised to registered on RXIL (Receivable exchange of India-Mumbai)
16. **Security Deposit (SD) (BG Format annexure D)** – Successful bidder has to deposite Security Deposite to the extent of 5% of total Purchase Order value within 21 days from P.O. date and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier.
17. **Performance bank guarantee (BG format annexure E)** – The successful bidder has to submit the performance bank guarantee of 10% of order value

valid till guarantee period after supply of the material (in case order placed on the firm)

18. **Guarantee** – The stores supplied shall be guaranteed for a period of 12 months from commissioning or 18 months from date of supply whichever is earlier.
19. Based on HEC's requirement and in order to ensure security of supply from more than one sources, the total tendered quantity of any item may be split amongst more than one successful bidders at L1 Landed price. Hence Purchase Order may be placed on more than one firms and the repeat order for 100% quantity may be placed on successful bidder.
20. Risk Purchase Clause – If the material is not supplied within the stipulated period then material can be procured at the risk & cost of the firm without giving any notice to the firm.
21. There is no obligation on our part to accept delayed / late tenders. Tenders received after the due date of opening are liable to be summarily rejected.
22. **General conditions of the contract** : Unless otherwise specified in the Terms & Conditions above, this order shall be governed by General conditions of contract of purchase of HEC Ltd, which is available in the web site of HEC.(www.hecltd.com)

Special .Note:

- While submitting tender pl. mention your Registration No. with HEC as a registered vendor with valid paper.
- If not pl. get registered your firm with HEC Limited immediately.
- Please indicate whether your firm covered under MSES/MSES owned SC/ST or covered under SSI separately in Techno-commercial bid.
- As per Govt Guidelines issued through Gazette notification dtd 02/11/18 all MSE's can opt payment through TReDS. All MSE firms are advised to register on RXIL and opt payment through TReDS (Receivable exchange of India-Mumbai) for getting the payment through TReDS. Our details are as under -

I. **TReDS Exchange -RXIL Mumbai** (JV of NSE & SIDBI, Share holding of SBI, ICICI, YES Bank).

II. **HEC's Registration no HE0000320.**

Key benefits to MSE'S Immediate payment against trade receivables.

- a) No Follow up for payments
- b) Efficient working capital management due to improved liquidity.
- c) Ensure stable Buyer- Supplier base.
- d) Alternate and efficient vendor payment.

Contact no. of RXIL Mumbai-

Mr. Mander Hukeri- 9819611681

Mr. Awdhaesh Kumar – 8826486666

Mr. B.Ulgaian- 8586016606

- Please submit the form of Terms & Conditions duly filled in and signed by the tenderer along with your offer in technical (part-1) bid..

Annexure B

Terms & Conditions:

SI No		HMBP/HEC Requirement	Bidders confirmation
1	Price Terms (F.O.R. HMBP) Inclusive of P & F charges, Freight and Insurance charges upto HMBP Stores Ranchi	FOR HMBP Stores	
2	GST	To be quoted separately indicating HSN no of material and GSTN of firm	
3	Payment Terms	<p>For Supply - 80% price with 100% GST will be paid through RTGS within 60 days after receipt of material at HMBP Stores</p> <p>Balance 20% payment will be made on successful installation and commissioning of machine at HMBP duly certified by HMBP officials alongwith PBG of 10% order value valid till guarantee period.</p> <p>For Installation and Commissioning – 100% payment with 100% GST shall be paid after successful installation and commissioning of machine at HMBP duly certified by HMBP officials.</p>	
4	Validity of offer	3 months.	
5	Price variation clause	Not applicable	
6	Delivery Schedule	Within 1 months from PO date	
7	L D Clause	To be accepted	
8	Inspection	By QCA/HMBP at your works.	
9	Test Certificate and Guarantee Certificate	To be provided by manufacturer	
10	Guarantee / Warranty	12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.	
11	EMD	Rs 70,000/- in the form of DD or BG to be submitted	
12	Security Deposit	5% of P.O. value	
13	PBG	10% of order value valid till guarantee period.	
14	UAM (Udyog Aadhar No) No if registered under MSME	To be mentioned by bidder if applicable	

15	TReDS registration no if firm is a MSE unit	Pls provide the details of TReDS registration for making payments through TReDS	
16	If MSME Unit owned by SC/ST Representative	Please indicate Yes or NO	
17	Acceptance of Risk Purchase clause(yes/no)	To be accepted	
18	General conditions of the contract (sl 22)	To be accepted	

- NOTE: 1. Please indicate whether your firm is covered under MSEs/MSEs owned SC/ST or covered under SSI separately in Tech. Bid.**
- 2. Terms & Conditions duly filled in and to be submitted along with Tech – Bid of offer otherwise your offer may not be evaluated.**

(R.K.Jha)
Sr.DGM./Purchase
Heavy Machine Building Plant
Heavy Engineering Corporation Limited
Dhurwa, Ranchi – Jharkhand (India),

Annexure- C
FORMAT FOR
BANK GURANTEE FOR EARNEST MONEY DEPOSIT

NO.

Dated:

TO
MATERIAL MANAGEMENT DIVISION
HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LTD.
RANCHI-834004, JHARKHAND
INDIA

Dear Sirs,

In consideration of your agreeing to accept the Earnest money deposit of Rs.-----
(Rs-----) furnishable to you by M/s-----
------(Hereinafter

Referred to As Contractor) In terms of the Enquiry No. -----
-----Dtd. ----- for Supply of ----- (Hereinafter
Referred to as the Contract) in the form of a Bank Guarantee in the Manner hereinafter
contained we -----, having registered office at ----
-----do hereby covenant and agree with you as follows.

1. We hereby undertake to indemnify you up to a sum of Rs. ----- (Rs. -----
----- only) against any loss or damage caused to or suffered by you
or that may be caused to or suffered by you by reason of any breach or breaches on the
part of the contractor of any of the terms and conditions contained in the said contract and
in the event the Contractor shall make any default or defaults in carrying out any of the
works under the said contract or otherwise in the observance and performance of any of
the terms and conditions relating thereto in accordance with the true intent and meaning
thereof, we shall forthwith on demand and without any protest or demur pay to you such
sum or sums not exceeding in total the said sum of Rs.----- (Rs. -----
amount-----only) as may be claimed by you as your losses and/or damages,
costs, charges or expenses by reason of such default or defaults on the part of the
contractor.

2. Notwithstanding anything to the contrary contained in this guarantee your decision as to
whether the contractor has made any such default or defaults and the amount or amounts
to which you are entitled by reasons thereof will be binding on us and we shall not be
entitled to ask you to establish your claim or claims or damages or losses suffered by you
but will pay the amount demanded by you under this guarantee forthwith on your demand
without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application
by the contractor after expiry of the related warranty period of the said contract and after
the contractor have discharged all their obligations under the said contract and produced a
certificate of due completion of the work under the said contract and submitted a "NO
Demand Certificate" provided always that this guarantee shall in no event remain in force
after the date of----- without prejudice to your claim or claims arisen and
demanded from or otherwise notified to us in writing before the expiry of six months from
the said date which will be enforceable against us not withstanding that the same is or are
enforced after the said date.

4. We-----, further undertake to extend the validity of this beyond
the period prescribed in clause 3 or as extended from time to time for such further period
as may be required in writing before the Expiry of this and upon such extension(s), all
terms and conditions of this shall remain in full force till the expiry of this extended
period(s).

5. You will have the fullest liberty without affecting this guarantee from time to time to vary

any of the terms and conditions of the said contract or extend the time of performance of the contractor or to postpone for any time or from time to time any of your rights or powers against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. -----(Rs.-----
-----) as aforesaid or extend the period of the guarantee beyond the said Date of -----
-----unless expressly agreed to by us in writing in terms of clause 4 hereof.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any ways inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special Courier or Telefax to us or our Local Address as aforesaid.

10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any Amalgamation or absorption thereof or therewith but will ensure for the benefit or and be available to and enforceable by the absorbing or amalgamated company or concern.

12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the contractor or any reference to arbitration of the said dispute/controversy pending or a civil suit filed by the contract or in respect of the dispute or controversy.

14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.----- (Rs. -----only) and this guarantee shall remain in force until -----unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry of this guarantee . i.e. On or before-----all your rights under this guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

15. We have power to issue this guarantee in your favour under the memorandum and articles of association of the bank and the undersigned has full power to execute this guarantee under the power of Attorney Granted to them by the Bank.

FOR AND ON BEHALF OF

Annexure—D
Format for
BANK GUARANTEE FOR SECURITY DEPOSIT

(to be issued by any Nationalized bank preferably State bank of India negotiable at their counters in Ranchi)

TO,

M/S HEAVY ENGINEERING CORPORATION LIMITED
PLANT PLAZA ROAD,
DHURWA,
RANCHI – 4

Dear sir,

In consideration of your agreeing to accept the security deposit of rs.'amount'..... furnishable to you by m/s 'firms name'..... (hereinafter referred to as contractor) in terms of the contract no.'hec's purchase order no'.....for supply of 'details of items'.....(hereinafter referred to as the 'contract') in the form of a bank guarantee in the manner hereinafter contained we.....'bank details'..... branch, having registered office at 'place'..... do hereby covenant and agree with you as follows:

1. We hereby undertake to indemnify you up to a sum of rs.'amount'.....(rupees 'amount in words'.....) against any loss or damage caused to or suffered by you or that may caused to or suffered by you by reason of any breach or breaches on the part of the contractor of any of the terms and conditions contained in the said contract and in the event the contractor shall make any default or defaults in carrying out any of the works under the said contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand and without any protest or demur pay to you such sum or sums not exceeding in total the said sum of rs.'amount'.....(rupees 'amount in words'.....) as may be claimed by you as your losses and / or damages, costs, charges or expenses by reason of such default or defaults on the part of the contractor.
2. Notwithstanding anything to the contrary contained in this guarantee your decision as to whether the contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims or damages or losses suffered by you but will pay the amount demanded by you under this guarantee forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the contractor after expiry of the related warranty period of the said contract and after the contractor have discharged all their obligations under the said contract and produced a certificate of due completion of the work under the said contract and submitted a 'no demand certificate' provided always that this guarantee shall in no event remain in force after the date of ...'*date*'..... without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. We'*bank name*'....., further undertake to extend the validity of this beyond the period prescribed in clause 3 or as extended from time to time, for such further period as may be required in writing before the expiry of this and upon such extension(s), all terms and conditions of this shall remain in full force till the expiry of this extended period(s).
5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the contractor or to postpone for any time or from time to time any of your rights or powers against the contractor and either to enforce or forebear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect or so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of rs.'*amount*'.....(rupees'*amount in words*'.....) as aforesaid or extend the period of the guarantee beyond the said date of ...'*date*'.... unless expressly agreed to by us in writing in terms of clause 4 hereof.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special courier, speed post or telefax to us at our local address as aforesaid.
10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the contractor or any reference to arbitration of the said dispute / controversy pending or a civil suit filed by the contractor in respect of the dispute or controversy.
14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to rs.'amount'.....(rupees*'amount in words'*.....) and this guarantee shall remain in force until*'date'*.... unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry of this guarantee i.e. on or before ...*'date'* + *'6 month'*..... all your rights under this guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities thereunder. irrespective of whether or not the original guarantee is returned to us.
15. We have power to issue this guarantee in your favour under the memorandum and articles of association of the bank and the undersigned has full power to execute this guarantee under the power of attorney granted to them by the bank.

FOR AND ON BEHALF OF
'name of bank'

'signature with seal'

Annexure—E

FORMAT OF PERFORMANCE BANK GURANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT & TO BE ISSUED BY ANY NATIONALISED /SCHEDULED BANK AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

Name of Equipment: ----- Guarantee NO-----

Purchase Order No.:----- dated: ----- Date:-----

Validity -----

Claim period-----

To:

M/s Heavy Engineering Corporation Ltd.

Heavy Machine Building Plant

Ranchi-834004 Jharkhand

In consideration of your having placed an order bearing Purchase Order No.-----
dated:----- with-----

(hereinafter referred to as Supplier) for the supply of-----

----- (hereinafter referred to as the-----

We ----- do hereby agree with you irrevocably that, should the machinery and equipment fail to give the guarantee performance and achieve the efficiency as stipulated in the Purchase Order within the period of guarantee or should the material and/or workmanship of the machinery and equipment supplied or any part thereof be found defective and/or fully, as per the purchase order, we undertake to pay without any demur merely on demand a sum of Rs. ----- being 20% of the value of Rs. -----for the supply of -----

Your decision whether the supplier have made any such defaults and the amount to which you are entitled by reasons thereof shall be conclusive and bind on us, subject to maximum of Rs. ----- as aforesaid.

We-----further guarantee that the machinery and equipment manufactured and supplied by the supplier shall be new, of good quality materials and of the first class workmanship as specified in the Purchase order and should the machinery and equipment supplied or any part thereof be found defective and that should the defect as pointed out in inspection note be not made good and/or in case of failure within guarantee period same shall be replaced on free of cost or repaired on free of cost to the entire satisfaction of Heavy Engineering Corporation Ltd.

We -----agree that the guarantee herein contained shall remain in full force and effect till the machinery and equipment give the desired performance and it shall continue to be enforceable till your dues have been fully paid and claims satisfied or discharged subject to a period not later than----- . In the event of any extension granted for commissioning/dispatch suitable extension shall be given on your request.

We-----, further agree that any neglect, omission or forbearance or indulgence in enforcing any claim as per the terms and conditions of your purchase order or performance guarantee or any of them or any extension of the time granted for the performance or payment of penalty under the guarantee or any dispute between the

supplier and yourselves as regard performance of machinery and equipment supplied or issued related to your Purchase order, shall not effect in any way our liability under this guarantee until the full payment, but in any case, shall not extend beyond-----.

This guarantee is in addition and not substitution for guarantee given to you by the seller or by their bankers on their behalf.

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

Notwithstanding anything to contrary stated above, our liability under this guarantee will be restricted to Rs.----- and shall remain in force up to -----

-----, unless a demand or claim under this guarantee is made from the date i.e. on or before-----all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated at ----- day of -----

Seal of the Bank