



ISO 9001 Company

Heavy Engineering Corporation Limited
(A Govt. of India Enterprise)
Heavy Machine Building Plant
Ancillary & Contract Department

OPEN TENDER

Tender No.ACD/HMB/19/DSL/2077/OTE-5606

Date: 16/02/2019

HEC intends to take Galvanization of structures for the following items. Interested firms are requested to submit their most competitive offer for Galvanization work of below mentioned item as per technical Instructions and terms & conditions given below:

| Sl. No. | Desc. | Total Wt in Kg (approx) |
|---------|--|-------------------------|
| 1 | Columns, Girders, Handrailing , Grating and Ladders of various sizes is to be hot dip galvanized with minimum thickness of coating of 90 microns confirming to IS:4759-96, IS:2629-96 | 382160 |

Schedule of Tender receipt : by 25/02/2019, upto 1:00 PM
Opening of tender : on 25/02/2019 at 3:00 PM
Tender Fee (Non-refundable) : Rs 750/- in the form of DD in favor of Heavy Engineering Corporation Ltd, payable at SBI, Hatia, Ranchi

Submission of offer

The complete tender is to be submitted in a separate sealed envelope super scribing the tender no., before the scheduled date of submission of tender in the tender box at the office of ACD/ HMBP, Room no. 28, HMBP ADM Building, HEC Ltd, Ranchi 4. If the tender is bulky & voluminous the tenders are to be submitted at office of MM/HMBP

The offer has to be given in two part bids. Part-1 of the offer will contain the technical and commercial aspects as asked in part-I of the enquiry. This completed schedule along with EMD (Clause No. 13) will form Part-I of the offer. This Part-I should be kept in one envelope and super scribe name of the enquiry "Techno-Commercial Bid & EMD (Part-I)" over the envelope. Part-II of the offer will contain Price Bid which is to be given in the format as given as Part-II of the enquiry. This price bid should be kept in a separate envelope and super scribe name of the enquiry and Price Bid Part-II over the envelope. Both the sealed envelopes should be kept in one single envelope and super scribe name of the enquiry and opening date over this envelope also mention part I & II over this envelope. The completed offer must reach us on or before **25/02/2019 upto 1 PM.**

Part (I) and Part (II) should be strictly submitted in the format as given in this enquiry as Annexure – 1 and Annexure – 2 respectively.



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Technical instructions

1. Galvanization Work is to be done as per Technical Instructions.
2. Free Issue Items- **Columns, Girders, Handrailing, Grating and Ladders of various size** will be issued from HMBP HEC to the Firm.
3. The Firm has to furnish a BG of equivalent amount of free issue item (i.e. Rs. 65/- per kg. for free issue material). Maximum Lot size of the material will be of 22MT and BG has to be submitted as per lot valid for six month, before lifting of material for galvanizing Work.
4. Transportation can be in the scope of HEC/supplier on the basis of landed cost at HEC Ranchi. The bidder has to quote both transportation charge (i.e. from HEC to bidder works and bidder works to HEC)
5. Bidders have to submit the details of Galvanization Work facilities and credentials along with Technical Commercial Bid Part-1. In case of non submission or incomplete Technical aspects with Techno-Commercial Bid Part-1 the offer may not be considered for the said Enquiry

Terms & conditions

1. The rate quoted shall be **Ex works price on Per MT Basis**.
2. The rate quoted for transportation (inclusive of packing & forwarding, & transit Insurance).
3. Based on HEC's requirement and in order to ensure security of supply, the total Tended Quantity of Item may be split amongst more than One Successful bidder at L-1 Landed Price. **Ratio of split will be as under-**
 - a) **Between two Vendors - 60:40 or as decided by Tender Committee to meet delivery schedule.**
 - b) **Among more than two Vendors - 50:30:20 or as decided by Tender Committee to meet delivery schedule.**Hence Purchase Order may be placed on more than one firms and the repeat order for 100% quantity may be placed on successful bidder.
4. 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.
5. The rates quoted must be firm and the offer made must remain valid for acceptance up to **90 days** from the date of opening of the tender. The rate quoted must be in word and figure as well. In case any discrepancy in rate given in figures and word, the rate given in words will prevail.
6. Quotations erased or over written are likely to be rejected unless all corrections are authenticated with the tenderer's signature with seal.
7. **Payment terms:** 90% within two months of receipt of material in HMBP and 10% against PBG valid till guarantee period. In case of any deviation by the bidders necessary loading (@ 1% Per Month (maximum 12%/year)) will be done on quoted price.



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8. **Delivery Schedule** – within **07 days** from the date of receipt of material at Firm's Premises.
9. Full particular i.e. specification, literature and or drawing wherever applicable should be submitted along with the quotation. The brand and make name must be indicated.
10. The Corporation does not pledge itself to accept the lowest or any tender and reserve 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.
11. Inspection will be done by QCA/HMBP at supplier's works necessary tools and measuring instruments to be provided by the supplier.
12. Corporation reserves the right to call for and examine at any time the books of accounts and other document and papers of the firm for the purpose of ascertaining whether any excess payment has been made or the firm likely to be received / received undue benefit out of execution of the particular contract.
13. **Earnest Money** - Earnest Money amounting Rs 1,00,000/- will have to be deposited by demand draft in favor of Heavy Engineering Corporation Limited, Ranchi – 4, payable at Ranchi. The EMD can also be submitted in the form of Bank Guarantee as per format at annexure 3. The EMD will be enclosed in the Techno- Commercial bid (Part 1) only. Exemption of EMD shall be applicable on submission of valid SSI/NSIC/MSME Certificate in Techno Commercial Part 1.
14. **Security deposit (SD)** – Successful tenderers will have to deposit security equal to 5 % of the value of the contract within the desired period i.e. within 21 days of PO date. Failing this, the contract will be cancelled at the risk and expenses of the suppliers. SD will have to be deposited by demand draft on any of the nationalized banks in favor of "Heavy Engineering Corporation Limited, payable at Ranchi" or in the form of Bank Guarantee as per format at annexure-4.
15. **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. The purchaser to recover from the Contractor a sum of 0.5% per week (Completed week) of the price of the Stores (up to 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.
16. 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.
17. The rates quoted shall also be inclusive of embossing on the material. The ownership namely HMBP should be at a predominant place of the material to a size/ thickness upon the volume of the material.
18. The corporation reserves the right to reject any / all tender partly / fully and no tenderer can ask any explanation anywhere in this regard.



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19. **Performance Bank Guarantee:** The successful tenderer will have to submit performance bank guarantee amounting 10% of the contract price valid till guarantee period of the supplied materials in HEC's format enclosed as annexure 5 after supply of material.
20. **Guarantee clause-** The items supplied shall be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier, against bad workmanship.
21. Order placed as a result of this tender will be governed by the Corporation's General Terms and Conditions of Contract which can be referred in HEC's website www.hecltd.com

Note:-

1. As per the govt. Guidelines it is to be specified clearly in your offer whether your firm is registered with SSI/NSIC/MSME and also confirm whether the firm is owned by SC/ST Entrepreneurs or not.
2. Pl. provide UAM no to avail Facilities of MSME.
3. Please get registered your firm with HEC Ltd.
4. 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 registered 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

(Sunil Kumar Singh)
DGM (ACD)/HMBP



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PART – I

Tender No.ACD/HMB/19/DSL/2077/OTE-5606

Annexure – 1
Date: 16/02/2019

Quotation No.....

| | Requisite | ✓ your answer | | Remark |
|----|---|---------------|----|---|
| | | Yes | No | |
| 1 | Reference & Photocopies of Major PO's placed on you by HEC /Other companies for similar work. | Yes | No | Enclose with Techno Commercial Bid |
| 2 | Duly notarized/Self Attested copies of Galvanization Work facilities available at your works for the same work. | Yes | No | Enclose with Techno Commercial Bid |
| 3 | Whether SSI/NSIC/MSME | Yes | No | Enclose with Techno Commercial Bid |
| 4 | UAM no to avail Facilities of MSME | Yes | No | (In case yes, mention UAM no) |
| 5 | Payment Term (As per clause 7 of Terms & condition) | Yes | No | (In case your answer is No, then please mention your term) _____ |
| 6 | Registration details of TReDS | Yes | No | (In case yes, then enclose registration details) |
| 7 | Delivery Term (As per clause 8 of Terms & condition) | Yes | No | (In case your answer is No, then please mention your term) _____ |
| 8 | Validity (As per clause 5 of Terms & conditions) | Yes | No | |
| 9 | L.D. Clause (As per clause 15(a) of Terms & conditions) | Yes | No | |
| 10 | Guarantee Clause (As per clause 20 of Terms & conditions) | Yes | No | |
| 11 | Security Deposit (As per clause 14 of Terms & conditions) | Yes | No | |
| 12 | PBG (As per clause 19 of Terms & conditions) | Yes | No | |
| 13 | GST | Yes | No | Applicable GST (%) |
| 14 | Inspection (As per clause 11 of Terms & conditions) | Yes | No | |
| 15 | Firm is owned by SC/ST Entrepreneurs | Yes | No | |
| 16 | Whether Terms & Condition/Note etc. mentioned in the tender enquiry is acceptable to the tenderer | Yes | No | |

(Signature of Tenderer with seal)



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Annexure - 2
PART-II (Price Bid)

Tender No.ACD/HMB/19/DSL/2077/OTE-5606

Date: 16/02/2019

Quotation No.....Date :

To,
The DGM
Ancillary & Contract Department
HMBP,.HEC Ltd.,
Ranchi- 834004

Dear Sir,

In response to your enquiry for Galvanisation Work of following item. We give herewith our best offer without any deviation or rebate:-

| Sl. No | Description | Approx Weight | Rate per MT | |
|--|--|---------------|-------------|-------------------|
| | | | Rate per MT | Total Vaule in Rs |
| Columns, Girders, Handrailing , Grating and Ladders of various sizeis to be hot dip galvanized with minimum thickness of coating of 90 microns confirming to IS:4759-96, IS:2629-96 | | | | |
| 1 | Column Size – 0.60 m x 0.6 m x 5.65m. Weight of one column = 540 Kg (Approx) Girder size – 0.95 m x 1.51m Span of girder varies from 2m to 14m Max Wt of one Girder = 975 Kg (approx) | 369605 | | |
| 2 | Handrailing size – 1m height Span of Span of Handrailing varies from 2 m to 14 m Ladder size – 0.6 m x 7 m (approx) | 13555 | | |
| 3 | Freight charge from HEC Ranchi to Firm's works | 382160 | | |
| 4 | Freight charge from Firm's Works to HEC Ranchi | 382160 | | |

Note -

1. Total weight is 368605 Kg and the same is divided in two citatory (sl no 1 & 2).
2. The total weight of material can be varied by $\pm 10\%$.
3. The work can be distributed among two or more than two firms as per HEC requirement.

(Name of the Tenderer with Official Seal)

Important : -

1. Rate must be given in figures as well as in words.

Ancillary & Contract Department, Ground Floor Administrative Building, HMBP, HEC, Ranchi 834004,
Jharkhand, Phone: 0651 2400935, 2400987 Fax: 0651 2401166, email: sunilksingh@hecltd.com /
alok.singh@hecltd.com / raviverma@hecltd.com



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Annexure-3

**Format for
BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

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

NO.

Dated:

TO
ANCILLARY & CONTRACT DEPARTMENT
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



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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 uncancelled 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.



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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



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Annexure-4

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



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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 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 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.



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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'



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Annexure-5

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.

Ancillary & Contract Department, Ground Floor Administrative Building, HMBP, HEC, Ranchi 834004,
Jharkhand, Phone: 0651 2400935, 2400987 Fax: 0651 2401166, email: sunilksingh@hecltd.com /
alok.singh@hecltd.com / raviverma@hecltd.com



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Heavy Machine Building Plant
Ancillary & Contract Department

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