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MATERIALS MANAGEMENT DIVISION
FOUNDRY FORGE PLANT
HEAVY ENGINEERING CORPORATION LIMITED
(A Govt. of India Enterprise)
P.O. Dhurwa, Ranchi – 834 004
GSTIN No. - 20AAACH4534P3ZL

OPEN TENDER NO. PUR/FFP/2020/470023/04/423

DATED: 15/10/2020

To,
M/s.....

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

Dear Sirs,

We request you to submit your most competitive offer for the following items/services as per the given schedule:

ENQUIRY SCHEDULE:

SI No	Description of Stores	Unit	Quantity	Remarks
	Full Set of Mag-C bricks for Electric Arc Furnace Wall Lining for:			
1	10 T Electric Arc Furnace	Set	2	
2	30 T (D) Electric Arc Furnace	Set	2	
3	30 T (B) Electric Arc Furnace	Set	2	

Specification of Bricks:

MgO - 82% Min., Fixed Carbon-(12-14%) Min, AP- @ 2 % Max,
BD- 3 gm/cc CCS-35 Mpa Min.
Size- $\pm 1\%$ or ± 1 mm thickness whichever is greater.

Description of Quantity Per Set for Wall Lining of 10 T EAF, 30 T (D) EAF & 30 T

(B) EAF:

SI No	Description of Stores	10 T EAF		30 T (D) EAF		30 T (B) EAF	
		Unit Wt. (Kg)	Qty. (Nos.)	Unit Wt. (Kg)	Qty. (Nos.)	Unit Wt. (Kg)	Qty. (Nos.)
	Mag-C bricks for Electric Arc Furnace Wall Lining						
1	12" K1 (300 x 115/100 x 75)	7.26	0	7.26	1800	7.26	1800
2	12" K2 (300 x 115/90 x 75)	6.92	0	6.92	600	6.92	600
3	9" K1 (230 x 115/100 x 75)	5.56	2000	5.56	1600	5.56	1600
4	9" K2 (230 x 115/90 x 75)	5.30	1200	5.30	600	5.30	600
5	15" T/H (375 x 115 x 75)	9.70	20	9.70	0	9.70	0
6	18" T/H (450 x 115 x 75)	11.64	0	11.64	20	11.64	20
7	12" S/A (300 x 115 x 75/68)	7.40	50	7.40	0	7.40	0
8	15" S/A (375 x 115 x 75/68)	9.25	0	9.25	50	9.25	50
9	12" SKEW Drg. No. FC 401273 A (Drawing Attached)	7.76	20	7.76	20	7.76	20

Offers to be submitted in two part bids: 1.Techno-commercial Bid, 2. Price Bid.

Both the parts are to be sealed in two separate envelopes. First envelope super scribing PART – I - “Techno Commercial Bid” on it and the second envelope super scribing PART – II “Price bid” on it. Both the envelopes shall be put in a separate envelope and addressed to Manager (Purchase), MM Division/FFP, HEC Ltd, Dhurwa, Ranchi-834004 super scribing the Tender No., due date of tender opening, Validity Period of the offer, and PART-I & PART-II, etc.

Please ensure that the price of the materials/items is not mentioned in the Techno-Commercial Bid, otherwise the tender is liable to be rejected.

(1) Tender documents on sale from 16/10/2020 to 04/11/2020 till 4.00 pm

(2) Receipt of Tender Documents on 05/11/2020 upto 1.00PM At MM Division/FFP/HEC Ltd. Ranchi.

(3) Due date of Tender Opening On 05/11/2020 at 3.00 PM At MM Division/FFP/HEC Ltd. Ranchi.
(Techno Commercial Bid only)

Tender Fee:- Rs. 750.00 (Rs. Seven Hundred Fifty Only) (Non-refundable) is to be submitted along with Techno-Commercial Bid in the below mentioned address:

Manager (Purchase), MM Division/FFP, HEC Ltd, Dhurwa, Ranchi-834-004

Tender Fee in form of Demand Draft/BG on any of the Nationalised Banks in favour of Heavy Engineering Corporation Ltd; Ranchi

Tender Fee may be exempted in case:-National Small Industries Corporation (NSIC) / Small Scale Industries (SSI) / Micro, Small Scale Industry (MSME), as per Government directive. Firms registered with DGS & D for the items under tender.

Earnest Money (EM) for Rs. 1, 50,000.00 (Rs. One Lakh Fifty Thousand only) to submitted along-with Techno- Commercial Bid in the below mentioned address –

Manager (Purchase), MM Division/FFP, HEC Ltd, Dhurwa, Ranchi-834-004

EMD is to be accepted in the following forms:

- a) Demand Draft on any of the Nationalised Banks in favour of Heavy Engineering Corporation Ltd; Ranchi.
- b) Bank Guarantee from any Nationalised Bank **(BG format for EMD as per Annexure C).**

EMD may be exempted in case:-

a) National Small Industries Corporation (NSIC)/Small Scale Industries (SSI) / Micro, Small Scale Industry (MSE), as per Government directive.

b) Firms registered with DGS&D for the items under tender.

NSIC/SSI/MSE are to furnish necessary documentary evidence in support of being as NSIC/SSI/MSE and copy of latest Govt. notification specifying exemption of EMD for them.

Price bids of the techno-commercially suitable bidders shall be opened and prior information shall be given to the firm to send their representative(s) who may be present on Tender Opening Date (TOD), if they so desire.

Note:

MSME firms will have to declare /furnish registration of UAN No. (Udyog Adhar Memorandum by ministry of MSME) on Central Public Procurement Portal failing which they shall not be able to avail the benefits available to MSME contained in Public Procurement Policy for MSE's order 2012 issued by Ministry of MSME.

Prerequisites:

A. Techno- Commercial Bid: Firm has to fill the techno-commercial terms and conditions as per Annexure A and also submit the EMD and Tender Fee as detailed above along with it.

1. It must be submitted in a sealed cover with TENDER NO., DUE DATE and VALIDITY PERIOD of the offer super scribed on it, failing which the tenders may be ignored.
2. The firm must keep Validity Period of the offer for minimum 90 days from the Tender Opening Date.
3. The firms have to submit the credentials; the list of their Customers where they have supplied the materials alongwith parties order copies received from the customer. We visit the firm's Plant to assess the capacity & capability of firm, if required.
4. Full particulars, i.e. Specifications, Literatures (Brochures/pamphlets), Drawings, etc. as applicable or it is specifically asked for may have to be submitted along with the quotation. The Brand and Maker's name must also be indicated in the offer, else the offer may be ignored.
5. The firm has to mention the GST Registration No. along with the offer. Reasons for non-submission of these documents may please be indicated clearly; else the offers may not be considered.
6. **Inspection Clause:** Material will be supplied under GC and TC of manufacturer but final quality check process (inspection and chemical analysis) will take place in HEC Lab. In case of any deviation found in HEC Lab, supplier has to accept for joint sampling analysis in HEC Lab and the joint sampling shall be considered to be Final report. If material is not found as per P.O. specification, supplier has to replace it free of cost.
7. **Income Tax Clearance Certificate:** All tenderers shall submit a copy of PAN (Permanent Account Number) of the Income Tax Department.
8. **Packing & Forwarding:** The material will have to preferred suitably packed in wooden pallets to withstand transit risk at free of cost.
9. **Furnish credentials / Purchase order copies for similar item from PSU Company / reputed firms for our verification.**
10. **Heat Guarantee -** The Firm shall Provide Heat Guarantee of Minimum 70 heats with one partial repair for which the firm shall submit BG for 10% value of goods supplied (not taxes & duties) valid for 150 days from the date of supply of each consignment or 70 heats whichever is earlier.

B. Price Bid: The Price Bid should be submitted as per the format given in Annexure: B

All the taxes and duties (percentage) shall be mentioned in the techno-commercial Bid."

The tenderers are requested for strict compliance of the above prerequisites; else their tenders are liable to be rejected.

Special Conditions:

- i) Offer must be on FOR destination FFP Stores basis.
- ii) Payment shall be made within 60 days of receipt of materials.
- iii) **Delivery schedule: This is an annual requirement and material shall be taken in lots. First lot shall be delivered within 45 days from the date of issue of P.O. and balance each lot shall be delivered within 45 days from the date of intimation from MM Division/FFP through mail.**
- iv) Material shall be taken on L-1 basis for each type of Furnace individually.
- v) **L-1 shall be decided based on Landed cost at FFP HEC Ltd., Ranchi.**
- vi) **The rate quoted must be in INR.**

NOTE:

1. **It is not binding on the Corporation to place order for total quantity on the technically suitable L1 firm. The Corporation reserves the right to distribute the quantity between L1 & L2 firm in on L1 rate, terms and conditions.**
2. The rate quoted shall be inclusive of all packing, forwarding and freight charges.
3. The Price quoted by the firm should be exclusive of GST. The rate and nature of GST applicable at the time of tender should be shown separately. GST shall be payable to the firm at the rate at which it is liable to be assessed or actually been assessed on the date of supply, provided the transaction of sale is legally liable to Sales Tax and within the Delivery Period (DP). Any change on the Taxes & Duty structure beyond the DP shall not be considered by HEC Ltd.
4. Validity of offer: The rates quoted must be firm and the offers made must remain valid for **90 days** from the date of opening of the tender. Delivery date offered must be specified and guaranteed.
5. Quotations erased or overwritten are likely to be rejected unless all corrections are authenticated with the signature of the tenderer(s).
6. Conditional offers are liable to be rejected.
7. Delayed/Late Tender: There is no obligation on our part to accept the delayed/late tender received after the due date of opening and these are liable to be summarily rejected.
8. The Corporation does not pledge to accept the lowest **or** any tender. It also reserves the right to accept the whole **or** any part of the tender **or** portion of the quantity offered and the tenderer(s) shall have to supply the same at the rate quoted.
9. The rates quoted shall also be inclusive of embossing on the material. The Ownership, namely FFP should be at a predominant place of the material to a size/thickness upon the volume of the material.
10. Order placed as a result of this tender shall be subject to the GENERAL TERMS & CONDITIONS of the Contract of the Corporation.
11. **Payment Terms: Full payment shall be made 60 days of the receipt of supplies at the destination, conforming to inspection clause. Please note that credit period in payment terms shall also be a criteria to decide the L1 firm. Interest @ 12.00 % per annum will be loaded while calculating the landed cost.**
12. The Corporation reserves the right to call for and examine the Books of Accounts and any other documents/papers of the firm at any time for the purpose of ascertaining whether any excess payments have been made or the firm is likely to receive undue benefit out of execution of the particular Contract.
13. Security Deposits (SD): In the event of Contract materializing, successful tenderer(s) shall have to deposit SD equal to 5 % of the value of the Contract within the stipulated period, failing which the Contract shall be liable to be cancelled at the risks and expenses of the suppliers **(BG format for SD as per Annexure D)**..
14. Delivery: Timely Delivery is the essence of the Contract. Delivery must be completed not later than the dates specified therein, otherwise following Clauses shall be applicable: -
 - a) **Liquidated Damage (LD) Clause:** The purchase shall recover a sum of 0.5% per week (completed week) of the price of the stores, up to a maximum 10% as LD which the Contractor has failed to deliver as aforesaid.
 - b) **Risk Purchase Clause:** The purchaser may go for procurement from elsewhere of the undelivered stores/similar items due to failure of the Supplier within the stipulated Delivery Period at his own RISK & COST with prior notice as per the General Terms & Conditions of Contract (GTCC) of HEC Ltd.
 - c) **Cancellation of Contract:** In above case, the Contract may be cancelled or a portion thereof.
15. Force Majeure Clause: It shall be applicable on submission of documentary proof/paper cuttings.

16. For Vendor Registration, the tenderers may approach Central Purchase / HMBP, HEC Ltd; Ranchi- 834 004. The Registration form can also be downloaded from our website www.hecltd.com and the filled form may be sent along with relevant documents and requisite fee to Sr. Dy. G.M./Central Purchase/HMBP/HEC Ltd, Dhurwa, Ranchi – 834-004.
17. Please furnish credentials Purchase order copies received from reputed firms may please be submitted for our verification, if required.
18. For NSIC/SSI/MSME enterprises documentary evidence in their support and copy of latest Govt. notification specifying exemption of EMD for them to be enclosed.
19. It is to be specified clearly in your offer that the firm is NSIC/SSI/MSME and also confirm whether the firm is owned by SC/ST entrepreneurs.
- 20. HEC is registered on TReDs governed by RBI Guidelines and our registration No. is HE0000320. All MSME firms are advised to registered on RXIL (Receivable exchange of India-Mumbai).**
- 21. The Bids submitted through CPP Portal (<https://eprocure.gov.in/epublish/app>) and HEC website (<https://www.hecltd.com>) will also be considered if they fulfil the NIT terms & conditions.**

N.B. Please comply to all the terms & condition mention above and non compliance to the above may reject the offer.

Thanking you,

(Roshan Kumar)
Manager (Purchase)/FFP
Phone No:- 0651-2400430/1107/1437
Fax No:- 0651-2401323
E-Mail: roshankumar@hecltd.com

Annexure A: Commercial Terms and Conditions:

SI No.	Terms & Conditions:-	HEC Requirement	Bidders Confirmation
A.	Technical Details	As per NIT Page No.1	
B.	Techno-Commercial Details		
1.	Delivery Terms (FOR FFP Ranchi/ Ex-Works /CIF Port/FOB)	FOR FFP Stores, Ranchi	
2a.	CVD	To be quoted separately	
2b.	ACD (For import CENVAT)	Amount to be quoted	
3.	Discount	Separately	
4.	Rate of GST in %	Separately	
5.	Mode of Despatch	Road/Rail/Ship/Air/Other	
6.	Payment Terms	100% payment shall be made within 60 days after the receipt and acceptance of supplies at the destination.	
7.	Validity of Offer	90 Days from TOD.	
8.	Price Variation Clause	Not Applicable	
9.	Insurance charges	Inclusive	
10.	Freight Charges	Inclusive	
11.	Delivery Schedule	This is an annual requirement and material shall be taken in lots. First lot shall be delivered within 45 days from the date of issue of P.O. and balance each lot shall be delivered within 45 days from the date of intimation from MM Division/FFP through mail.	
12.	Insurance	On Firm's A/c	
13.	Inspection	Material will be supplied under GC and TC of manufacturer but final quality cheque process (inspection and chemical analysis) will take place in HEC Lab. In case of any deviation found in HEC Lab, supplier has to accept for joint sampling analysis in HEC Lab and the joint sampling shall be considered to be Final report. If material is not found as per P.O. specification, suppliers have replace it free of cost.	
14.	EMD	Rs. 1, 50,000/-	
15.	Tender Fee	Rs. 750/-	
16.	Security Deposit @ 5% of value of contract	To be deposited within 21 days after placement of Purchase order by HEC.	
17.	L/D Clause Acceptable (Yes/No)	To be Accepted	
18.	Whether company owned by SC/ST	Documents to be provided	
19.	Risk Purchase	To be Accepted	
20.	Whether SSI/MSME/NSIC company	Certificate to be provided (With UAM No.)	
21.	General Terms & Conditions of Contract	To be accepted as per www.hecltd.com	
22.	Whether Registered on RXIL (Receivable exchange of India-Mumbai)	To be mentioned	
23.	Materials shall be manufactured & supplied in line with in adherence of QMS/EMS/OHSAS	To be confirmed	
24.	Whether registered with RXIL on TReDS platform	To be confirmed (YES/NO)	
25.	Whether registered on GeM portal	To be confirmed (YES/NO)	
26.	Material shall be taken in L-1 basis for each type of Furnace Individually	To be confirmed	

Annexure – B

Name of the firm :-

Tendered Quantity (In Sets) for 10 T EAF, 30 T (D) EAF and 30 T (B) EAF :-

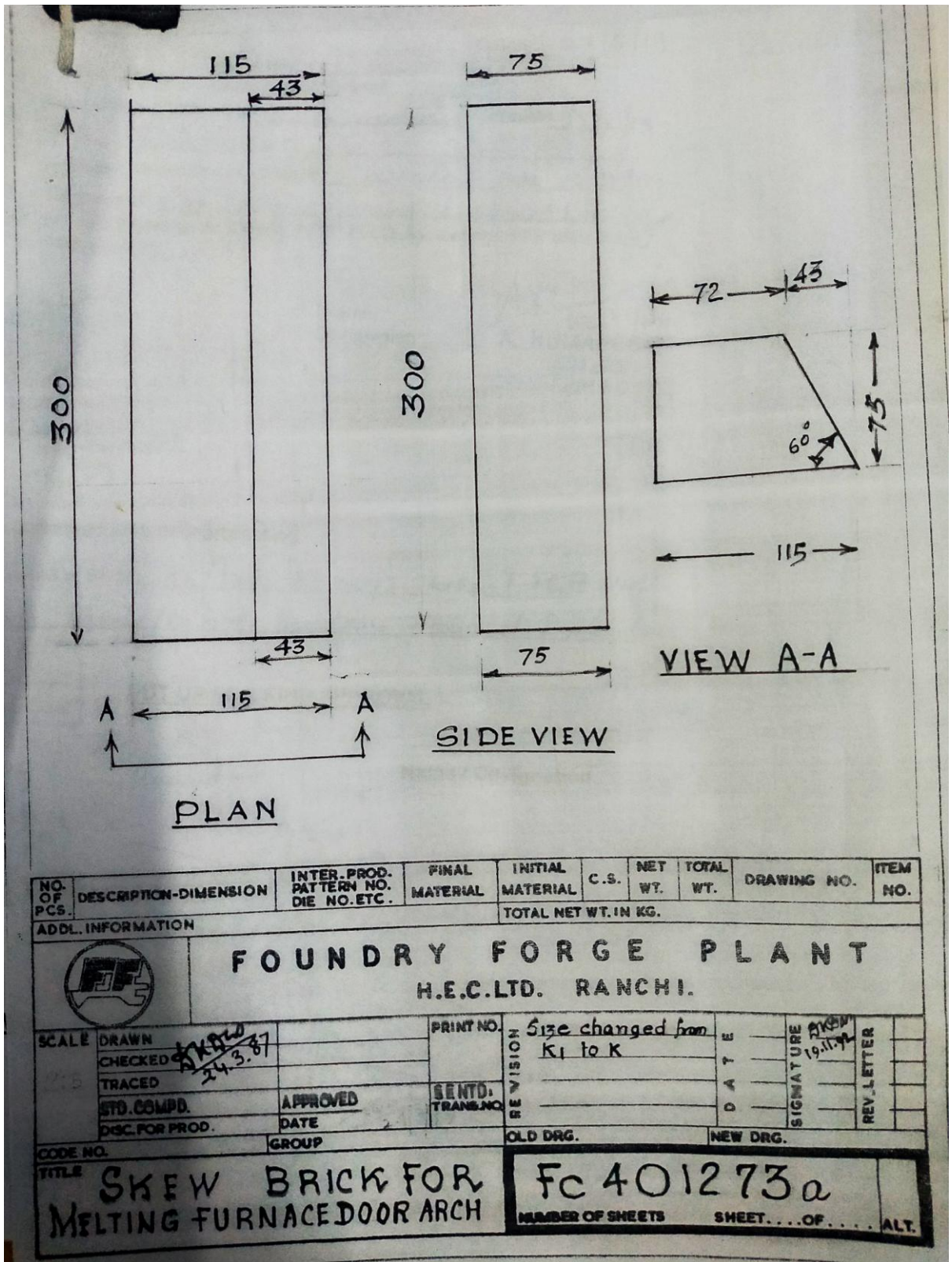
The suppliers are requested to submit offer in the format given below.


Sl. No.	Terms & Conditions (Rs. Per Set)	10 T EAF (Rs. Per Set)	30 T (D) EAF (Rs. Per Set)	30 T (B) EAF (Rs. Per Set)
1.	Basic rate			
2	Packing & Forwarding Charges			
3.	GST Rate (%)			
4.	Sub Total			
5.	Freight			
6.	GST Rate on Freight			
7.	Grand Total			

Date

Signature of the Supplier & Seal

Drawing:



NO. OF PCS.	DESCRIPTION-DIMENSION	INTER-PROD. PATTERN NO. DIE NO. ETC.	FINAL MATERIAL	INITIAL MATERIAL	C.S.	NET WT.	TOTAL WT.	DRAWING NO.	ITEM NO.
ADDL. INFORMATION						TOTAL NET WT. IN KG.			
 FOUNDRY FORGE PLANT H.E.C.LTD. RANCHI.									
SCALE	DRAWN	CHECKED	TRACED	STD. COMPD.	DISC. FOR PROD.	APPROVED	DATE	PRINT NO.	REVISION
		<i>SKR</i>	<i>24.3.87</i>						<i>Size changed from K1 to K</i>
CODE NO.	GROUP	OLD DRG.	NEW DRG.	SIGNATURE	DATE	REV. LETTER			
TITLE	SKREW BRICK FOR MELTING FURNACE DOOR ARCH			Fc 401273a			NUMBER OF SHEETS SHEET... OF... ALT.		

Annexure -C

BANK GURANTEE FOR EARNEST MONEY DEPOSIT

NO.

Dated:

TO

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. Not withstanding 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 notwithstanding 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.

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 UNTILL 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 CONTRTACTOR 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 ENFORECED 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 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 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 UNTILL*'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 REALESED 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'