

NOTICE INVITING TENDER

 ISO - 9001 : 2008	HEVY MACHINE BUILDING PLANT HEAVY ENGINEERING CORPORATION LIMITED (A Govt. of India Enterprise) Ranchi – 834 004 (INDIA) P.O.Dhurwa,Ranchi–834004 GSTINNO.-20AAACH4534P3ZL
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Web: www.hecltd.com

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OPEN TENDER ENQUIRY

Sub: E-tendering with e-price bids for Procurement of CO2 Gas Filled Cylinder on the basis of Annual Rate Contract.

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

INSTRUCTION TO BIDDERS:

1.0 Tender Summary:

Tender Ref No.	Enq No.PUR/HMBP/2025/171282/GS-6399 Dated–22.09.2025	
Cost of Tender documents / Tender(Tender Fee submitted in the form of DD in favors of Heavy Engineering Corporation Limited, Payable at Ranchi) Note: Tender fee must be submitted as on or before Tender Submission date i.e. till 03.10.2025 through offline mode. Scan copy of DD must be uploaded on E-tender Website Upto 1.00 PM.	₹200.00	
Mode of Tender	Open Tender through E-tender	
Earnest Money Deposit (EMD) To be submitted in the form of DD / BG in favors of Heavy Engineering Corporation Limited, Payable at Ranchi. Note: EMD must be submitted as on or before Tender Submission date i.e. till through offline mode.	₹5,000.00	
Type of tender	Two Parts bid System 1. Techno-commercial Bid 2. Price Bid	
Last date and time for on-line submission of tender	03.10.2025	UPTO 1.00 PM
Tender Opening Date i.e time for online opening Of tender:	04.10.2025	AT 3.00PM
Due date and time for on line 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 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”and Annexure“B”
2.	Tem plate 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 vendors hold posses 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 NIC.

E) Registration / enrolment 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) is sued for many agency authorized by CCA and which can be traced up to 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 maybe either bidder himself or his duly authorized person.

4.0 Registration:

For registration, sub mission procedure and method of correspondent etc., please visit our website:<https://www.hecltd.com> or <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 is available in the website <https://www.hecltd.com> or <https://etenders.gov.in>. The bidders have to Log on to official web site 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) Please note that there is no provision to take out the list of parties downloading the tender document from the above referred website. As such, tenderness 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 corrigendum, 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 tenders who have downloaded the documents from website. Please see websites i.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 <http://www.etenders.gov.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 bid 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 Part bid system in the following manner and shall be submitted through electronic mode only:

Techno-commercial bid (Part 1)-The offer is to be scanned and uploaded in our portal consisting technical details as per **Annexure 'A'**.

The commercial terms and conditions should be as per **Annexure 'B'**. The format (Commercial sheet PDF) in PDF format shall be downloaded and the same PDF file duly filled by the bidder is to be uploaded while submitting the offer. No Price part is to be uploaded in this part.

Price-Bid/BOQ (Part 2)-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 proneness 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 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 Delivery:-

Dear Sir,

We request you to submit your most competitive offer for the following items as per the given schedule for rate contract to be concluded for one year from date of Rate Contract, which can be extended for further **one year** with mutual consents.

Enquiry Schedule:

Sl. No.	Description of Stores	Unit	Tentative Quantity	Remarks
1	Carbon Dioxide Gas in returnable Cylinders of capacity 23/27/28/30 Kgs. and purity 99.7% (minimum) confirming to IS:307 for use of as shielding gas in GMAW. (Safe caps, opening wheels are to be Provided with each cylinder) Firm must have to supply 10 Nos. of Allen Key with first lot of cylinder.	KG	9800KG (This qty. may increase/decrease as per our actual requirement.)	In phases as per Our requirement

Note: Interested bidders are requested to submit their most competitive offer through e-procurement mode (www.etenders.gov.in) only. Offer submitted through offline mode will not be considered. For more information please visit our website /above line, however for reference tender documents is attached herewith.

1. Bid Submission Start	:	Date	23.10.2025	6.00PM
2. Bid Submission End	:	Date	03.10.2025	1.00PM
3. Technical Bid Opening	:	Date	04.10.2025	3.00PM

Prerequisites:

Annexure-A

A. Techno-Commercial Bid:

1. It must be submitted through e-procurement.

- The firm must keep Validity Period of the offer for minimum 90 days from the Tender Opening Date (TOD). The price as per Purchase Order to be placed on successful bidder must remain firm & fixed till delivery period of contract as mentioned in Enquiry Schedule.
- Tender Fee:-** ₹ 200.00 (Rs. Two Hundred Only) (Non-refundable) is to be submitted along with Techno Commercial bid. Scan copy of Tender Fee in the following forms is to be submitted through e-procurement and hard copy of the same is to be dispatched on the below mentioned address:-

Manager (Purchase)/MM Division/HMBP, HEC Ltd, Dhurwa, Ranchi-834004

- Demand Draft on any of the Nationalized Bank 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.

2. Earnest Money (EM) for **₹ 5,000=00 (Rs. Five Thousands Only)** along with Techno Commercial Bid.

EMD is to be accepted in the following forms:

- Demand Draft** on any of the Nationalized Banks in favour of "Heavy Engineering Corporation Limited, Ranchi".
- Bank Guarantee from any Nationalized Bank**

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.

3. Offer without EM Deposit not to be considered. The Document for exemption from EMD submission must be submitted else offer will summarily be rejected.

4. The firms have to submit the credentials; the list of their Customers where they have supplied the materials, etc.

5. 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.

6. The Delivery Schedule of the materials should be as per our requirement as mentioned in the Special conditions. The firm has to accept the same; else the offers may be rejected.

7. 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.

8. **Inspection Clause:** Material will be accepted on firm's GC & TC about its quality. However we reserve our right to get the material tested at our premises. In case the material is found defective during use or after testing the same shall have to be replaced by the firm free of cost. In case non-acceptance of our Inspection Report., third party Inspection may be made, which shall be binding both the parties. The cost of third party inspection shall be on firm's account.

9. All tenders shall submit a copy of PAN (Permanent Account Number) of the Income Tax Department.

10. The firms shall have to submit the Manufacturer test certificate (MTC) along with the supply of material.

11. The firm will have to submit the Guarantee Certificate along with material.

B. Techno Commercial bid: The offer should be submitted as per the format given in Annexure B. The tenders are requested for strict compliance of the above prerequisites. Else their tenders are liable to be rejected.

PriceBid: This part of the offer should contain price portion. The format of Price Bid/BOQ which in excel format shall be downloaded (By clicking on "**Download as Zip File**" while viewing the Tender details) 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.

Special Conditions:

- i) Offer to be submitted from manufacturer/Trader only.
- ii) The material must be supplied within 2 days from date of intimation.
- iii) Payment Terms: Credit (in no. of days) will be taken in consideration, while arriving at landed cost of material to decide L1 firm. Interest @1.0% per month i.e. 12% per annum (Max.) will be loaded while calculating the landed cost.
- iv) Rate Contract shall be valid for One year from date of Rate Contract. Which may be extended for further one year on mutual consent on the basis of this Rate Contract, HMBP may place Purchase Order time to time as per their requirement.
- v) Cylinder rental charge shall not be applicable.
- vi) Rate quoted in BOQ must include freight charges etc.
- vii) Assessment of quantity of CO2 Gas in cylinder as per following formula:-
 - a) Weighment of Cylinder:-The weighment of cylinder (full cylinder with gas and empty cylinder after use) shall be done at HMBP Store.
 - b) Gas quantity in kgs:-Filled cylinder weight-Empty cylinder weight (used cylinder of same lot)
 - c) The weighment for quantity of gas in cylinder shall be derived in lot wise.
 - d) Loading and unloading of cylinder shall be done by firm.
 - e) Return of empty cylinder of 1st lot will be made latest at the time of supply of 3rd lot and so on.
 - f) Empty cylinders shall be collected from Main Store/ HMBP.
 - g) You have to write the number of the cylinders on the body of the corresponding cylinder with the help of paint distinctly for easy identification.
 - h) L.D. Clause-The firm shall have to supply the required quantity of Gas within 02 days of intimation from HMBP, otherwise LD shall be deducted as per HEC'S' rule.

NOTE:

1. The rate quoted shall be inclusive of all packing, forwarding and freight charges.
2. A) 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.

b) Price should be quoted exclusive of GST. The amount and rate must be specifically mentioned. In case GST is inclusive the amount or rate must be indicated separately in the offer, otherwise the offer may not be considered.
3. **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.
4. Conditional offers are liable to be rejected.
5. 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. The material must be supplied within two days from date intimation.
6. 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.
7. 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.
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. The corporation reserves the right to reject any / all tender partly / cancel the

tender without assigning any reason thereof.

9. Order placed as a result of this tender shall be subject to the GENERAL TERMS & CONDITIONS of the Contract of the Corporation.
10. **Payment shall be made within 60 days of the receipt of supplied at the destination, conforming to our Inspection Clause and after our acceptance.**
11. 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.
12. **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 (including basic rate, GST & freight) within the stipulated period, failing which the Contract shall be liable to be cancelled at the risks and expenses of the suppliers.
13. **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, upto 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. which is available on our website www.hecltd.com
 - c) **Cancellation of Contract:** In above case, the Contract may be cancelled or a portion thereof.
14. **Force Majeure Clause:** It shall be applicable on submission of documentary proof/paper cuttings.
Missing/Damage of cylinder accessories– In case of cylinder accessories being found missing or damaged while returning cylinder, said charge (as per market rate) will be borne by HEC.
For passing of bills regarding damage and loss of cylinder, valve and accessories related to cylinder, user department and store department duly certify the bill.
15. **RESOLUTION OF DISPUTE(s) by ARBITRATION**
 - i. The parties to the contract at the first instance shall endeavor to settle by mutual discussion all the questions of disputes all differences arising out of , or relating thereto, all in connection with this contract In the event of failure of settlement , the aggrieved party with prior written permission of other party , shall refer the unresolved dispute(s) or differences(s) to the chairman-cum-managing director of the company(HEC) for adjudication by a sole arbitrator to be appointed with mutual consent by him (CMD of the company) who(sole arbitrator) shall adjudicate the matter in accordance with the arbitration and conciliation act ,1996(For short "ACT") and publish the award. The party shall have no objection if the sole arbitrator so appointed is an Ex-Employee of HEC, superannuated almost three years ago from the date of reference .If the sole arbitrator for any reason , whatsoever , becomes unable to proceed with the arbitration , the chairman-CUM-Managing Director of the company , with mutual consent of both the parties, shall appoint his successor arbitrator who may proceed with the reference from the stage it was left by the predecessor or subject to the provisions of the Act . The venue of the arbitration proceeding shall be at Ranchi in the State of Jharkhand alone.
 - ii. The other provisions of arbitration & Conciliation act , 1996 , (As amended from time to time) especially as per the provisions of schedule V and schedule VII and sections 6 , 11(2), 12(5) should be considered during the appointment of sole arbitrator .
 - iii. Law Governing contract-
 - (1)This contract shall be governed by the laws of India for the being in force.
 - (2)Irrespective of the place of delivery, the place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
 - (3)Jurisdiction of Courts: For any or all types of disputes arising out of the contract, the exclusive jurisdiction of the court (s) shall be Ranchi in the State of Jharkhand alone.
 - (4)Marking of Stores: The marking of the stores must comply with the requirements of the laws relating to Merchandise Marks for the time being in force in India.
16. **General conditions of the contract :**

Unless otherwise specified in the Terms & Conditions above, the order placed as a result of this tender 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).

17. **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.**
18. **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/Women entrepreneurs.**
19. **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).**
20. **The bids submitted through website will also be considered if they fulfill the NIT terms and conditions.**

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

Thanking you,

For & on Behalf of HEC Ltd

(Rahul Kumar)
Manager (Purchase)/HMBP
E-Mail:rahulkumar@hecltd.com

Annexure B:**The offer shall be submitted in the format given below:-**

Terms & Conditions		HEC Requirement	Bidders Confirmation
1a.	Supply of Item as per Specifications Of NIT	Yes/NO	
1b.	Details of Cylinder capacity	please mention details of cylinder capacity	
1c.	Price Term(FOR Ex-Works//FOB)	FOR HMBP Stores, Ranchi	
2a.	GSTIN/ UAN No.	To be provided	
2b.	GST Rate	Amount/Rate to be quoted	
3.	Packing & Forwarding Charges	Inclusive	
4.	Payment Terms	Within 60 days after the receipt And acceptance of material at HMBP Stores.	
5.	Validity of Offer	90 Days from TOD.	
6.	Freight/Delivery Charge	Inclusive	
7.	Delivery Period	The material will be procured as per requirement within one Year from placement of Rate Contract.	
8.	Delivery Schedule	The material is to be supplied within 2 days from the date of intimation of as per our requirement mentioned in phases.	
9.	Quantity reservation clause	Increase of order quantity by 100% (to be accepted)	
10.	Insurance	Firm's A/c.	
11.	Test Certificate	To be provided by Manufacturer/Supplier	
12.	Guarantee Certificate	Firm shall have to furnish Guarantee for purity 99.7% (minimum) confirming to IS:307 with each supply.	
13.	Measurement of Quantity	Difference of Wt. Of Cylinder before and after decantation	
14.	Inspection	As per Inspection Clause of NIT	
15.	LD and Risk Purchase Clause	To be accepted as per NIT	
16.	Tender Fee (Non returnable)	₹200.00	
17.	EMD	₹5000.00	
18.	Security Deposit	@5% of contract value to be Submitted within 21 days of issue of P.O.	
19.	Acceptance of Risk Purchase Clause (Yes/No)	To be Accepted as per NIT	
20.	Whether company owned by SC/ST/Women	Yes/No	
21.	Status of firm (MSME/NSIC/SSI or Regd. With DGS & D)	MSME firm has to provide UAN No. and Declaration of UAN No. in CPP Portal	
22.	GCC of HEC	To be Accepted as per NIT	
23.	All NIT terms & conditions are acceptable	Yes/No, if no then state the clause wise deviation	

N.B.1) Terms & Conditions duly filed in and to be submitted along with Techno Commercial bid of offer through e-procurement otherwise your offer may not be evaluated.

(Sign & stamp of Tenderer)

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 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
6. 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.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. THIS GUARANTEE IS IRREVOCABLE DURING THE PERIOD OF ITS CURRENCY AND SHALL NOT BE REVOKED WITHOUT YOUR PREVIOUS CONSENT IN WRITING.
14. 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.
15. 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 RELEASED AND DISCHARGED FROM ALL LIABILITIES THEREUNDER. IRRESPECTIVE OF WHETHER OR NOT THE ORIGINAL GUARANTEE IS RETURNED TO US.
16. 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'