



ISO 9001 Company

Heavy Engineering Corporation Limited
(A Govt. of India Enterprise)
Heavy Machine Building Plant
Central Purchase Department

Open Tender Enquiry

No. HMB/PUR/CP/MED/20/03-6112

Date: 03-09-2020

To ,

M/S

Sub : Supply and Installation of computed radiography (CR) System compatible with existing 500 mA X-ray machine of Make(KLINOSKP H/HELIOPHOS D)

Sir,

Sealed tender are invited in prescribed format from renowned supplier/dealer as per detail specification provided in the Tender and are requested to submit your most competitive offer.

Schedule of Supply

Sl.No	Description	Unit	Qty
01	Computed Radiography Solution with printer Mandatory Components - Latest Digitizer Server which include 21" 5' Monitor LED Platform Hardware with Starter Kit Enterprise Software Optiview Software Image recording system Cassettes and imaging plate a) Cassette & IP 14 inches – 2Nos b) Cassette & IP 12 inches – 1Nos UPS suitable for back up time of Min 10 minutes	Set	01

Schedule of Tender receipt : 24-09-2020 by upto 1:00 PM
Opening of Tender : 24-09-2020 on at 3:00 PM



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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 MMDiv/ 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** (DD/BG as per Clause No. 11) **will form Part-I** of the offer. This Part-I should be kept in one envelope and super scribe name of the enquiry and Techno-Commercial Bid Part-I and EMD over the envelope. **Part-II of the offer will contain Price Bid** which is to be given in the format as given in 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 scribed 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 **24-09-2020 upto 1.00 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.

Scope of Work-

- 1. Supply of the Equipment (Computed Radiography Solution)**
- 2. Installation of Equipment**
- 3. Commissioning of Equipment**
- 4. Operational training to medical staff,**

Qualifying Criteria-

- 1) The bidder should be the original Equipment Manufacturer (OEM) or subsidiary of the OEM in India.**
- 2) In Case the bidder is not the manufacturer- Manufacturer Authorization form as per Annexure 3 (Should be signed by both, Manufacturer and Bidder) must be submitted.**
- 3) Firm must have a service unit in India to honor post guarantee/ warranty ACMC (Annual Comprehensive Maintenance Contract) obligations for 5 years.**
- 4) The OEM/ Bidder of the equipment offered should be in the business of the supply and Installation or Commissioning of same/similar equipment for last 3 years in a recognized health care facility.**
- 5) Reference & Photocopies of Major PO's placed on you by PSU /Other companies for same/similar work.**
- 6) Supplied Machine should be compatible with existing X-Ray Machine - 500 mA X-ray machine of Make(KLINOSKP H/HELIOPHOS D) .**
- 7) The supplied system shall have suitable UPS for minimum power back up of ≥ 10 minutes.**



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Terms & conditions

1. The rate quoted shall be **F.O.R HMBP** (inclusive of packing & forwarding, Freight charges & transit Insurance)
2. The Price quoted by the tenderer should be exclusive of GST. The rate and nature of GST applicable should be shown separately. GST will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed on the date of supply provided the transaction of sale is legally liable to GST and within the delivery period.
3. **Validity**-The rates quoted must be firm and the offer made must remain valid for acceptance up to **three months** 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.
4. Quotations erased or over written are likely to be rejected unless all corrections are authenticated with the tenderer's signature with seal.
5. Payment terms:
 - A. **90 % Payment** - within 60 days from receipt of Equipment (hardware & software) and acceptance (to be issue by our Stores after receipt and acceptance of material at HMBP).
 - B. **10 % Payment** - on successful installation & commissioning of X ray machine with supplied hardware /software integration along with submission of Commissioning Certificate & PBG.
6. **Delivery Schedule –Within 30 days from PO date**
In case the delivery schedule is not acceptable to any bidder, the Price bid of the bidder may not be opened for the said Enquiry.
7. 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.
8. 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.
9. **Inspection** –Inspection of the item will be done by QCA/HMBP or his authorized representative at supplier's works, Necessary tools and measuring instruments to be provided by the supplier.
10. 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.



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11. **Earnest Money** - amounting Rs 5000/- 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 annexure. The EMD in form of DD/BG/Receipt of NEFT/RTGS 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 and as per prevailing govt guidelines. SSI/NSIC/MSME Certificate to be enclosed in Techno Commercial Part 1.
12. **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 or by NEFT/RTGS to HEC's A/c.
13. 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
14. 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.
15. The corporation reserves the right to reject any / all tender partly / fully and no tenderer can ask any explanation anywhere in this regard.
16. **Performance Bank Guarantee:** The successful tenderer will have to submit performance bank guarantee amounting 10% of the contract value valid till warranty period of the supplied materials in HEC's format enclosed as annexure after supply of material.
17. **Warranty clause-** Warranty shall be for a period of 24 months from the date of commissioning against defective material.
18. 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.

(A. Bhagat)
Mgr/CP/HMBP

FOR AND ON BEHALF OF HEC Ltd

Central Purchase Department, Ground Floor Administrative Building, HMBP, HEC, Ranchi 834004,
Jharkhand, Phone: 0651 2400926 Fax: 0651 2401166, email: [sunilksingh@hecltd.com/](mailto:sunilksingh@hecltd.com)

anjanibhagat@hecltd.com



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Annexure – 1
PART – I

No.

Date:

Quotation No.....

	Requisite		Remark
	Whether the scope of Supply mentioned in the tender enquiry is acceptable.	Yes / No	
1	Documents submitted as per Qualification Criteria	Yes /No	(enclose the relevant documents)
3	Whether SSI/NSIC/MSME	Yes / No (In case yes, then enclose certificate)	
4	Whether EMD deposited (As per clause 11 of Terms & conditions)	Yes / No	
5	F.O.R. HMBP (As per clause 1 of Terms & condition)	Yes / No (In case your answer is No, then please mention your term)	
6	Payment Term (As per clause 5 of Terms & condition)	Yes / No (In case your answer is No, then please mention your term)	
7	Delivery Term (As per clause 6 of Terms & condition)	Yes / No (In case your answer is No, then please mention your term)	
8	Validity (As per clause 3 of Terms & conditions)	Yes / No	
9	L.D. Clause (As per clause 13(a) of Terms & conditions)	Yes / No	
10	Guarantee Clause (As per clause 19 of Terms & conditions)	Yes / No	
11	Performance Bank Guarantee (As per clause 16 of Terms & conditions)	Yes / No	
12	Security Deposit (As per clause 12 of Terms & conditions)	Yes / No	
13	GST	Yes / No, Applicable GST (%)	
14	Inspection (As per clause 9 of Terms & conditions)	Yes / No	
15	The firm must have arrangement of ACMC post warranty period for 5 years.	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

Central Purchase Department, Ground Floor Administrative Building, HMBP, HEC, Ranchi 834004,
Jharkhand, Phone: 0651 2400926 Fax: 0651 2401166, email: sunilksingh@hecltd.com/

anjanibhagat@hecltd.com



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Annexure - 2
PART-II (Price Bid)

No.HMB/PUR/CP/MED/20/03

Date: 03-09-2020

Quotation No.....

To,

Manager
Central Purchase Department
HMBP, .HEC Ltd.,
Ranchi- 834004

Dear Sir,

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

Sl.No.	Description	Unit	Qty	Rate/Set
01	Computed Radiography Solution Mandatory Components - Latest Digitizer Server which include 21" 5' Monitor LED Platform Hardware with Starter Kit Enterprise Software Opti view Software Image recording system Cassettes and imaging Plate a) Cassette & IP 14 Inches – 2Nos b) Cassette & IP 12 inches – 1 No UPS suitable for back up time of Min 10 minutes	Set	01	

GST.....(Rate in %)

(Name of the Tenderer with Official Seal)

Important Note: -

1. Rate must be given in figure as well as in words.
2. Hand written tender will not be accepted.
3. Note that the quantities and rates should be indicated both in figures, as well as in words. In case of any ambiguity, the writing in words will be considered. In case where amount written after multiplication of rate and quantity and there is some error, the total value or calculated value with rate whichever is lower to be considered.



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Annexure -3

MANUFACTURER'S AUTHORISATION FORM

To,
Heavy Engineering corporation
Ranchi

Dear Sir,
Ref: Your Tender No _____ dated _____
We, _____ who are proven and reputable manufacturers
of _____ (name and description of the goods offered in the
tender) having factories at _____, hereby authorise
Messrs _____ (name and address of the agent) to submit a tender,
process the same further and enter into a contract with you against your
requirement as contained in the above referred TE documents for the above
goods manufactured by us.

We also state that we are not participating directly in this tender for the
following reason(s):

_____ (please provide reason here).

We further confirm that no supplier or firm or individual other than Messrs.
_____ (name and address of the above agent) is
authorised to submit a tender, process the same further and enter into a
contract with you against your requirement as contained in the above referred
TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, ACMC as applicable as per the terms
of the tender document, read with modification, if any, for the goods and
services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory
execution of contract placed on the authorised agent

We also confirm that the price quoted by our agent shall not exceed the price
which we would have quoted directly”

Yours faithfully,
[Signature with date, name and designation]
for and on behalf of Messrs _____

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

[Name & address of the bidder]



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- Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter shall be submitted at the time of signing the contract; scanned copy to be uploaded at the e-procurement site.
3. Manufacturer is solely responsible for providing the continuing warranty, ACMC service



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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.



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3. This guarantee shall continue and hold good until it is released by you on the application by the contractor after expiry of the related warranty period of the said contract and after the contractor have discharged all their obligations under the said contract and produced a certificate of due completion of the work under the said contract and submitted a "NO Demand Certificate" provided always that this guarantee shall in no event remain in force after the date of----- without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us not withstanding that the same is or are enforced after the said date.
4. We-----, further undertake to extend the validity of this beyond the period prescribed in clause 3 or as extended from time to time for such further period as may be required in writing before the Expiry of this and upon such extension(s), all terms and conditions of this shall remain in full force till the expiry of this extended period(s).
5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the contractor or to postpone for any time or from time to time any of your rights or powers against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.(Rs. ---) as aforesaid or extend the period of the guarantee beyond the said Date of ----- unless expressly agreed to by us in writing in terms of clause 4 hereof.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any ways inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special Courier or Telefax to us or our Local Address as aforesaid.
10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing



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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



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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.



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2. Notwithstanding anything to the contrary contained in this guarantee your decision as to whether the contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims or damages or losses suffered by you but will pay the amount demanded by you under this guarantee forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the contractor after expiry of the related warranty period of the said contract and after the contractor have discharged all their obligations under the said contract and produced a certificate of due completion of the work under the said contract and submitted a 'no demand certificate' provided always that this guarantee shall in no event remain in force after the date of ...'date'..... without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. We*'bank name'*....., further undertake to extend the validity of this beyond the period prescribed in clause 3 or as extended from time to time, for such further period as may be required in writing before the expiry of this and upon such extension(s), all terms and conditions of this shall remain in full force till the expiry of this extended period(s).
5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the contractor or to postpone for any time or from time to time any of your rights or powers against the contractor and either to enforce or forebear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect or so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of rs.*'amount'*.....(rupees*'amount in words'*.....) as aforesaid or extend the period of the guarantee beyond the said date of



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... 'date'.... unless expressly agreed to by us in writing in terms of clause 4 hereof.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special courier, speed post or telefax to us at our local address as aforesaid.
10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the contractor or any reference to arbitration of the said dispute / controversy pending or a civil suit filed by the contractor in respect of the dispute or controversy.



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14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to rs.'amount'.....(rupees*'amount in words'*.....) and this gurantee 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 realeased 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



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and it shall continue to be enforceable till your dues have been fully paid and claims satisfied or discharged subject to a period not later than----- . In the event of any extension granted for commissioning/dispatch suitable extension shall be given on your request.

We-----, further agree that any neglect, omission or forbearance or indulgence in enforcing any claim as per the terms and conditions of your purchase order or performance guarantee or any of them or any extension of the time granted for the performance or payment of penalty under the guarantee or any dispute between the supplier and yourselves as regard performance of machinery and equipment supplied or issued related to your Purchase order, shall not effect in any way our liability under this guarantee until the full payment, but in any case, shall not extend beyond ----- .

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

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

Notwithstanding anything to contrary stated above, our liability under this guarantee will be restricted to Rs.----- and shall remain in force up to ----- , unless a demand or claim under this guarantee is made from the date i.e. on or before-----all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated at..... day of

Seal of the Bank