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ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

(A Govt. of India Enterprise)
Ranchi – 834 004 (INDIA)

OPEN TENDER

Tender Enquiry No. PUR/HMBP/962062/EL-6296

Date: 14/01/2022

NOTICE INVITING TENDER

Sub: E-tendering with E-price bids for procurement of Trailing Cable for 5 CuM Excavator.

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

INSTRUCTION TO BIDDERS (ITB)

1.0 Tender Summary :

Tender Ref No.	PUR/HMBP/962062/EL-6296 Date 14.01.22	
Scope of Work:	Design, manufacture, testing at manufacture's premises, supply of Trailing cables FOR HMBP, Ranchi as per Technical specification (Annexure-C) with preferred make i.e KEC International, KEI , Universal Cable & Skytone Only. “Offers of the authorized dealer shall also be considered through e-tender mode only. However the valid authorization certificate should submit directly from the manufacturer to meet the NIT terms & conditions”	
Cost of Tender documents / Tender Fee (Exempted for NSIC/SSI/MSME registered firms)	Rs.500 in favor of “Heavy Engineering Corporation Limited “Payable at Ranchi. (To be submitted in form of DD” to the undersigned through courier/By Hand)	
Earnest Money Deposit (Exempted for NSIC/SSI/MSME registered firms)	Rs. 70,000/- in favor of “Heavy Engineering Corporation Limited “Payable at Ranchi.(To be submitted in form of DD” to the undersigned through courier/By Hand)	
Mode of Tender:	E -tender with e- price bid	
Type of tender	Two Bid tender	
Last date and time for on-line submission of	04.02.22	UPTO 15 Hrs (IST)
Due date and time for on line opening of	05.02.22	AT 15 Hrs (IST)
(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		



एच॰ई॰सी॰

ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
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NOTE:

1. 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. For detailed guidance for online bid submission, please refer annexure-E.

2.0 Contents of tender documents:

1	Technical specification & Commercial Terms and Conditions of NIT	Annexure “C” & ‘A&B’ respectively.
2	Template for Price format/BOQ for online submission by the bidder	BOQ.xls

Requirements for Vendors:**PREPARATION OF BIDS**

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of *each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.*
- iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as



एच०ई०सी०

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- applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by as specified in the tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
 - v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
 - vi) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
 - vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - ix) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
 - x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 **CPP Portal** Helpdesk.

Note: For any query related to registration and processing on the Portal please visit FAQ available at

<https://etenders.gov.in/eprocure/app?page=FAQFrontEnd&service=page>

You may call the Helpdesk. The 24 x 7 Help Desk Numbers are

0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787



एच०ई०सी०

ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

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E-Mail: support-eproc@nic.in

3.0 Help for participating in e-tender:

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

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

NB:

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

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

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

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

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

7.0 It may please 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).

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

9.0 PREPARATION OF TENDER DOCUMENTS :

Tender is to be submitted in **Two bid system** in the following manner and shall be submitted through etenders.gov.in portal only as detailed below:

- a. **Techno-commercial offer (Part-1)** – The offer are to be scanned and uploaded in our portal consisting technical details as per annexure-C & Commercial terms & conditions as per annexure-A. The format as per Annexure-B (Commercial sheet.pdf) to be downloaded and the same to be duly filled by the bidder and to be uploaded while submitting the offer. **No price part is to be uploaded in this part.**
- b. **Price-format/BOQ (Part-II):** This part of the offer should contain price portion. The format of Price Bid/BOQ in excel format has to 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.



एच.ई.सी.

ISO 9001:2015

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Ranchi – 834 004 (INDIA)

The price-format/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 proven-ness 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

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.

Annexure A

1.0 SCOPE OF SUPPLY: -

Sl. No	Description	Qty/Mc. (in Meter)	Total Qty. (in Meter)
1	EPR insulated multicore HT flexible copper cable having voltage grade – 3.8/6.6KV for power cores and 1100V for pilot core. Size – 3x25 sq.mm + 2x25/2 sq.mm + 1x10 sq.mm Make: KEC International, KEI , Universal Cable & Skytone Only.	362	1086
OR			
2	EPR insulated Metallic screened multicore HT flexible copper cable having voltage grade - 6.35 / 11 KV for power cores and 1100V for pilot core. Size - 3x25 sq.mm + 2x25/2 sq.mm + 1x16 sq.mm Make: KEC International, KEI , Universal Cable & Skytone Only.	362	1086

Note:

- L-1 firm will be decided based on lowest landed value for item wise and purchase order will be awarded to L-1 firm on Item wise basis . In case there is deviation against NIT Payment term, loading as mentioned in commercial term will be applicable to arrive at L-1 firm. **However only one item out of two items will be procured depending requirement of our customer,**
- Price must be quoted for all the items i.e covered by Sl. No. 1 & 2 above separately as per attached Price bid format in portal.**
- Please fill annexure-B and submit along with techno-commercial bid (Part-I of offer) through e-portal . This is mandatory.**
- Detailed Technical Specification shall be as per Annexure-C only**
 - Bidders are requested to go through tender document in detail
 - If all of above NIT items are not quoted then offer of the firm shall not be considered.
 - Detailed technical specification shall be as per attached Annexure-C.



एच॰ई॰सी॰

ISO 9001:2015

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4. "This procurement of goods /services under the reference tender is covered under Public Procurement policy 2017, revised 16.09.2020" and here in after any further revisions".

Qualifying Criteria:

1. Validity of offer should be minimum 120 days from the date of opening of tender. The offer with a lower validity period other than 120 days will not be acceptable and such offer shall be ignored without assigning any reason.
2. Earnest Money Deposit: EMD has to be furnished as per clause No.17 of this tender .If not submitted, your offer can be summarily rejected and no further correspondence shall be done.

Commercial terms and conditions:

1. Offers to be submitted on FOR HMBP Stores basis. The rate quoted shall be inclusive of all packing & forwarding, freight and transit insurance charges **otherwise the offer may not be considered.**
2. The Price quoted by the tenderer should be exclusive of GST. The rate and nature of GST applicable should be shown separately GST will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed on the date of supply provided the transaction of sale is legally liable to GST and within the delivery period.
3. The rates quoted must be firm and the offers made must remain open for acceptance for minimum 120 days from the date of opening of the tender.
4. **Payment terms shall be as under: 100% payment along with full GST and freight shall be made through RTGS within 60 days of the receipt and acceptance of supplies at the destination,** along with Guarantee certificate, Test certificate, inspection certificate /CRV (To be issued by HEC), original invoice & performance bank guarantee of 10% of basic order value valid till full guarantee period.

Note:

- i. **For payment all the processing charges by the bank shall be on account of the firm.**
 - ii. **If you offer any other payment terms other than NIT payment terms then your offer can be loaded with bank interest rate (Presently 1% per month i.e 12% per annum (Maximum) as per the rules of the company for L1 consideration only**
5. **Delivery terms shall be as under:** Drawings/Data sheets and QAP will be submitted for approval within 4(four) days from the date of issuance of P.O. Inspection call with all relevant documents as per approved QAP shall be submitted within 4 weeks from the date of approved drawing/datasheet/QAP and Manufacturing clearance whichever is later. Delivery at site shall be completed within 10 days from the date of issue of dispatch clearance.
 6. **Guarantee –** The supplied materials shall be under guarantee for 12 months from the date of installation / commissioning & final acceptance of customer or 18 months from the date of receipt & acceptance of materials at consignee's end whichever is earlier.
 7. **Security Deposit:** 5% of the P.O. value to be deposited by the successful bidder within 21 days after placement of order by HEC which shall remain with HEC till the completion of order by the firm. **This clause is mandatory and has to be accepted by all bidders. If Security deposit clause is not accepted then the offer of the bidder shall not be considered.(Security deposit format Annexure-E)**
 8. **Performance bank guarantee (BG format annexure-F):** The successful bidder has to submit the performance bank guarantee of 10% of total basic order value valid till full guarantee period after supply of the material. (In case order placed on the firm). If PBG clause is not accepted then the offer of the bidder shall not be considered.(Format is enclosed at annexure-V)



एच॰ई॰सी॰

ISO 9001:2015

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Ranchi – 834 004 (INDIA)

9. **Liquidated Damages (LD) Clause:** For late delivery as per delivery term, LD shall be levied @0.5 % per week (completed week) of the price of the stores (upto maximum 10 %) as liquidated damages
10. Full particulars i.e. specification, literature and / or drawing wherever applicable has to be submitted along with the quotation. The '**Brand**' and '**Make**' name must be indicated.
11. Supplies will be subject to Inspection by our Inspection wing / or inspection Agencies prescribed by us.
12. Order placed as a result of this tender will be subject to the Corporation's General Terms and Conditions of contract which can be down loaded from our website (www.hecltd.com).
13. Corporation reserves the right to call for and examine at any time the books of accounts and other documents and papers of the firm for the purpose of ascertaining whether any excess payments has been made or the firm likely to be received / received undue benefit out of execution of the particular contract.
14. The final quantity may vary at the time of finalization of tender; however the proper clarification / confirmation shall be taken from the firms.
15. **Delivery:** The time for and the date of delivery of the Stores stipulated in the acceptance of tender shall be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Otherwise:
- a) The purchaser to recover from the contractor a sum of 0.5 % per week (completed week) of the price of the stores(upto maximum 10 %) as liquidated damages, which the contractor has failed to deliver as aforesaid or,
- b) The purchaser may procure the undelivered stores / similar items from elsewhere, without notice to the contractor at the risk of the contractor without canceling the contract in respect of the consignment not yet due for delivery or,
- c) To cancel the contract or a portion thereof.
16. Tenderers registered with National Small Industries Corporation/ Small Scale Industries/ Micro, Small scale Industry (MSE) or DGS&D for the tendered item will be exempted from submission of EMD. The tenderer should enclose an authenticated copy / notarized copy of their valid registration certificate with NSIC, DGS&D for grant of exemption.
In case Bidder is covered under MSME criteria, it is mandatory to quote UAM no in Bid Documents.
HEC is registered on TReDS governed by RBI Guidelines and our registration no is HE0000320. All MSME firms are advised to be get registered on RXIL (Receivable exchange of India-Mumbai).
17. **Earnest Money Deposit** - Earnest money Rs. 70,000.00 will have to be deposited separately by demand draft / bank guarantee from any nationalized bank Payable on the State Bank of India, Ranchi Hatia Branch, in favor of Heavy Engineering Corporation Ltd. Ranchi. - 4. EMD Should be submitted along with techno-commercial bid (Part –1).(**Format Annexure-D**)

Note: No EMD / Tender Document Cost shall be required under the following cases:

- a) National Small Industries Corporation / Small Scale Industries / Micro, Small Scale industry (MSE), as per Government directive *.
- b) Firms registered with DGS&D for only those items if they are under this tender.



एच०ई०सी०

ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

(A Govt. of India Enterprise)
Ranchi – 834 004 (INDIA)

18. **Risk Purchase Clause** – 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 no later than the dates specified therein. Otherwise, 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 May cancel the contract or a portion thereof, and if so desired, to purchase or authorise the purchase of stores not so delivered or others of as similar description at the risk and cost of the contractor.

19. **General conditions of the contract** :Unless otherwise specified in the Terms & Conditions above, this order shall be governed by General conditions of contract of purchase of HEC Ltd, which is available in the web site of HEC. (www.hecltd.com)

Special Note:

While submitting tender pl. mention your Registration No. with HEC as a registered vendor with valid paper.

If not pl. get registered your firm with HEC Limited immediately.

Please indicate whether your firm covered under MSES/MSES owned SC/ST or covered under SSI separately in Techno-commercial bid.

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

20. **RESOLUTION OF DISPUTE(s) by ARBITRATION:** 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.

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.

21. **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.



एच॰ई॰सी॰

ISO 9001:2015

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HEAVY ENGINEERING CORPORATION LIMITED**

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Ranchi – 834 004 (INDIA)

22. Mode of dispatch:

By Road to the consignee at In-charge stores /HMBP/HEC Ltd. Ranchi. For the consignments dispatched by road, the supplier shall ensure that the following are observed by them:

- i) All dispatches must be affected only on receipt of written dispatch clearance from the purchaser.
- ii) Material shall be dispatched to In-charge stores/HMBP/HEC Ltd, Ranchi.
- iii) Care shall be taken to avoid damages during transit to ensure that all the packages are firmly secured.

23. PACKING, FORWARDING & SHIPMENT

1. The supplier has to ensure proper packing so that material reaches destination without damage.
2. The supplier shall notify the purchaser of the date of each shipment from his works with L/R copy and the expected date of arrival at the site for information.



एच॰ई॰सी॰

ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

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Ranchi – 834 004 (INDIA)

Annexure B

(To be filled by bidder and scan copy of the same to be uploaded along with Techno-commercial bid)

Sl No.	Terms & Conditions	Desired BY HEC	Bidders Comment (Accepted / Not accepted)	Remarks
1	All Items of NIT to be quoted by bidder	Must be quoted		
2	Price Term (Ex-Works / FOR HMBP)	FOR HMBP Stores, HEC Ltd, Ranchi-4		
3	Packing and Fwd. charge .	To be included in quoted price.		
4	GST Registration certificate	To be furnished		
5	TAXES (GST)	% of Applicable Taxes to be indicated Extra		
6	Payment Terms	To be confirm in line with NIT Clause No.4 of NIT's commercial terms and conditions.		
7	Validity of Offer	Minimum 120 days from the date of opening of tender		
8	Price Variation Clause	Prices will be firm till the execution of order. (To be confirmed)		
9	Delivery Schedule	To be confirm in line with NIT Clause No.5 of NIT's commercial terms and conditions.		
10	Inspection	Supplier should submit inspection call after receipt of PO and inspection of material will be done by QCA/HMBP		
11	Freight Charges	To be quoted separately as per price format		
12	Guarantee/Warranty as per NIT Clause No. 6 of commercial terms and conditions.	To be provided (12 months from the date of installation/ commissioning & final acceptance of customer or 18 months from the date of receipt & acceptance of materials at consignee's end whichever is earlier)		
13	Security Deposit for 5% of PO value as per NIT Clause No. 7 of commercial terms and conditions.	To be deposited by successful bidder within 21 days after placement of order by HEC. This clause is mandatory and has to be accepted by all bidders. . If Security deposit clause is not accepted then the offer of the bidder shall not be considered.		



एच.ई.सी.

ISO 9001:2015

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14	Performance bank guarantee for 10% of order value as per clause No. 8 of annexure-I	Bank Guarantee for performance from any nationalized bank in favor of HEAVY ENGINEERING CORPORATION LIMITED, Ranchi as per tender enquiry. This clause is mandatory and has to be accepted by the bidder. If PBG clause is not accepted then the offer of the bidder shall not be considered.		
15	EMD of Rs. 70,000.00 & Cost of Tender documents / Tender Fee Rs 500/- (Mandatory)	DD from any nationalized bank in favor of HEAVY ENGINEERING CORPORATION LIMITED, payable at Ranchi (Exempted for NSIC/SSI/MSME registered firms hence furnish valid NSIC/SSI/MSME certificate to avail exemption.)		
16	L/D Clause Acceptable (Yes/No) as per NIT Clause No. 9 of commercial terms and conditions.	Must be Accepted (As per NIT)		
17	Acceptance of Risk Purchase Clause (Yes/No) as per NIT Clause No. 18 of commercial terms and conditions.	Must be Accepted (As per NIT)		
18	GCC of HEC (available in tender section at HEC website : www.hecltd.com)	To be accepted as per NIT		
19	Confirmation of Supplying the materials as per Enquiry Schedule	YES/ NO		
20	All NIT conditions are acceptable	Yes/No, if no then state the clause wise deviation		
21	If firm is owned by SC/ST Entrepreneurs	To be indicated		
22	UAM (Udyog Aadhar No)/UDYAM No if registered under MSME	To be mentioned by bidder if applicable		
23	Quantity tolerance :	Cable supplied shall be in single drum length without any negative tolerance.(Mandatory to be accepted).		
24	Materials shall be manufactured & supplied in line with in adherence of QMS/EMS/OHSAS	To be confirmed		



एच॰ई॰सी॰

ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

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Ranchi – 834 004 (INDIA)

NOTE:

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

MGR /Purchase/HMBP
Heavy Machine Building Plant
Heavy Engineering Corporation Limited
Dhurwa, Ranchi – 834004
Jharkhand (India),



एच०ई०सी०

ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

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Ranchi – 834 004 (INDIA)

Annexure-C**Technical Specification****I. SCOPE OF SUPPLY:-**

Sl. No	Description	Qty /Mc. (in Meter)	Total Qty Meter)
A	EPR insulated multicore HT flexible copper cable having voltage grade – 3.8/6.6KV for power cores and 1100V for pilot core. Size – 3x25 sq.mm + 2x25/2 sq.mm + 1x10 sq.mm (Quantity- 300M + 22M + 40M, Item code: 5219018970) Make: KEC International, KEI , Universal Cable & Skytone Only.	362	1086
OR			
B	EPR insulated Metallic screened multicore HT flexible copper cable having voltage grade - 6.35 / 11 KV for power cores and 1100V for pilot core. Size - 3x25 sq.mm + 2x25/2 sq.mm + 1x16 sq.mm (Quantity- 300M + 22M + 40M, Item code: 5219018970) Make: KEC International, KEI , Universal Cable & Skytone Only.	362	1086

A. <u>Specifications of flexible trailing cable Size – 3x25 sq.mm + 2x25/2 sq.mm + 1x10 sq.mm for 5 Cu. M. excavator</u>	
1.0	EPR insulated multicore HT flexible copper cable of following specification, construction and sizes.
1.1	Voltage grade – 3.8/6.6KV for power cores and 1100V for pilot core.
1.2.0	Conductor
1.2.1	Material – Stranded annealed tinned flexible copper conductor as per IS: 8130.
1.2.2	Flexibility class – Class 5 as per Clause 15.1 of IS: 14494.
1.2.3	No. of cores – 3 power cores, 2 earth cores and 1 pilot core.
1.2.4	Cable size – 3x25 sq.mm + 2x25/2 sq.mm + 1x10 sq.mm
1.2.4.1	Power cores size- 3x25 sq. mm.
1.2.4.2	Earth core size – 2x25/2 (Type B) sq. mm. as per Clause 15.2.1 of IS:14494.
1.2.4.3	Pilot core size – 1x10 sq. mm. As per Clause 15.2 of IS:14494.
1.3.0	Insulation for power cores and pilot core – EPR type IE3 as per Clause 5.1 of IS: 14494.
1.3.1	Covering of earth core – Extruded semiconductive elastomeric compound as per Clause 15.2 of IS: 14494.



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ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**(A Govt. of India Enterprise)
Ranchi – 834 004 (INDIA)

1.3.2	Conductor screening – Extruded semiconductive elastomeric compound as per Clause 16 of IS: 14494.
1.3.3	Insulation screening – Extruded semiconductive elastomeric compound as per Clause 18 of IS: 14494.
1.4	Overall inner sheath – HD HOFR type SE3 as per Clause 13.1 of IS: 14494.
1.5	Reinforcement – Yarns braided reinforcement of synthetic material as per Clause 14.2 & 23.3 (Note 1) of IS: 14494 between inner and outer sheaths.
1.6	Overall outer sheath – HD HOFR type SE4 as per Clause 13.2 of IS: 14494.
1.7	<p>Laying of cores – 3 power cores, 2 earth cores and 1 pilot core shall be laid around a semi conductive elastomeric centre. Earth cores and pilot core shall be laid up in interstices. The interstices may be filled with rubber fillers (compatible with insulation) if necessary to provide reasonable circularity of the laid-up cores and to ensure circular cross section of the finished cable.</p> <p>The cable shall be suitable for reeling duty.</p>
1.8	Core identification – By number marking.
1.9	<p>Standard – (1) Cable shall generally conform to IS: 14494-98.</p> <p>(2) Cable shall be suitable for use on 5 CU. M. Excavator in open cast mine</p>
2.0	The manufacturer's name, year of manufacturing, voltage grade etc should be marked on the running length on outer sheath.
3.0	Manufacturer's test certificate of cable to be submitted along with supply.
4.0	Cables shall be supplied in single drum length without any negative tolerance.
5.0	In Support of this, the bidder shall have to submit valid (on the date of opening of tender) BIS license conforming to IS 14494 with the latest revision.
6.0	<p>Technical data sheet of trailing cable to be furnished along with the offer.</p> <p>Data sheet should have minimum the following informations:</p> <ol style="list-style-type: none">1. Continuous current rating in air at 40°C.2. Derating factors at 45°C/ 50°C / 55°C / 60°C.3. Maximum permissible conductor temperature.4. Stranding data with number of strands and diameter of each strand.5. O.D. of conductor and finished cable.6. Conductor resistance at 20°C.7. Thickness of insulation, inner sheath & outer sheath.8. Details of type of insulation & sheaths.9. Details of reinforcement between inner & outer sheaths.



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ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

(A Govt. of India Enterprise)
Ranchi – 834 004 (INDIA)

	<p>10. Suitability of the cable for reeling / unreeling duty. 11. Voltage drop per meter per ampere. 12. Minimum bending radius. 13. Tensile strength of cable. 14. Weight of cable per meter.</p>
--	--

B. <u>Specifications of metallic screened trailing cable Size – 3x25 sq.mm + 2x25/2 sq.mm + 1x16 sq.mm for 5 Cu. M. excavator</u>	
1.0	The flexible trailing cable of 3x25 sq.mm (Power Cores) + 2x25/2 sq.mm (Earth Conductors) + 1x16 sq.mm (Pilot Cores), 6.35 / 11 KV grade, Generally conforming to IS: 14494-1998 and also fully conforming to IER 1956 Rule-123 (Sub- Rule 5 & 6) especially in respect of flexible Metallic Screening on all the Power and Pilot Cores.
2.0	3 Power Cores: - Annealed, flexible, tinned Copper Conductor (Class 5 conforming to IS 8130/84), Conductor shielded with Black Semi-conducting tape, EPR (Type IE-3 to IS 6380/84) insulated, Insulation screened with Black Semi-conducting tape, followed by Annealed Tinned Copper Wires + Nylon composite braid metallic Conductance of screening as per IS, Core identification by Coloured tape applied either longitudinally under the composite braiding OR applied helically with gapping over the composite braiding having colours Red, Yellow & Blue for Core identification.
3.0	2 Earth Conductors:- Annealed, flexible, tinned Copper conductor (Class 5 conforming to IS 8130/84) and taped with green coloured Proofed Cotton Tape applied helically with gapping for identification of Earth conductors.
4.0	1 Pilot Core:- Annealed, flexible, tinned Copper conductor (Class 5 conforming to IS 8130/84), Insulated with EPR, Type IE2 to IS 6380/84 and Black Coloured Proofed Cotton Tape applied helically with full coverage for identification of Pilot Core, Screening with Annealed Tinned Copper wires + Nylon composite braiding as per IER 123(5).
5.0	3 Power Cores laid up together with 2 Earth Conductors and 1 Pilot Core placed at the outer Interstices, Binder Taped, Black HOFr PCP (Type SE3 of IS: 6380 -1984) Inner sheathed Perforated cotton tape reinforcement and Black HD HOFr PCP (Type SE4 of IS: 6380 -1984) sheathed overall.
6.0	The manufacturer's name, year of manufacturing, voltage grade etc should be marked on the running length on outer sheath.



एच॰ई॰सी॰

ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

(A Govt. of India Enterprise)
Ranchi – 834 004 (INDIA)

7.0	Manufacturer's test certificate of cable to be submitted along with supply.
8.0	Cables shall be supplied in single drum length without any negative tolerance.
9.0	In support of this, the bidder shall have to submit valid (on the date of opening of tender) BIS license conforming to IS 14494 with the latest revision.
10.0	<p>Technical data sheet of trailing cable to be furnished along with the offer.</p> <p>Data sheet should have minimum the following information:</p> <ol style="list-style-type: none">1. Continuous current rating in air at 40°C.2. Derating factors at 45°C / 50°C / 55°C / 60°C.3. Maximum permissible conductor temperature.4. Stranding data with number of strands and diameter of each strand.5. O.D. of conductor and finished cable.6. Conductor resistance at 20°C.7. Thickness of insulation, inner sheath & outer sheath.8. Details of type of insulation & sheaths.9. Details of reinforcement between inner & outer sheaths.10. Voltage drop per meter per ampere.11. Minimum bending radius.12. Details of conductor screening.13. Details of insulation screening.14. Details of Annealed Tinned Copper wires + Nylon composite braiding.15. Conductance of screening.16. Construction details17. Tensile strength of cable.18. Weight of cable per meter.



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ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

(A Govt. of India Enterprise)
Ranchi – 834 004 (INDIA)

Annexure-D

Format of EMD Bank Guarantee

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

NO.

Dated:

TO

SDGM/PURCHASE /MM DIVISION
HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LTD.
RANCHI-834004, JHARKHAND
INDIA

Dear Sirs,

In consideration of your agreeing to accept the Earnest money deposit of Rs.----- (Rs-----
-----) furnishable to you by M/s-----
----- (Hereinafter Referred to As Contractor) In terms of the
Enquiry No. ----- Dtd. ----- for Supply of -----
----- (Hereinafter Referred to as the Contract) in the form of a Bank Guarantee in the
Manner hereinafter contained we -----, having registered office
at ----- do hereby covenant and agree with you as follows.

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

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

3. This guarantee shall continue and hold good until it is released by you on the application by the
contractor after expiry of the related warranty period of the said contract and after the contractor have
discharged all their obligations under the said contract and produced a certificate of due completion of
the work under the said contract and submitted a “NO Demand Certificate” provided always that this



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ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

(A Govt. of India Enterprise)
Ranchi – 834 004 (INDIA)

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.



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ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

(A Govt. of India Enterprise)
Ranchi – 834 004 (INDIA)

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

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

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

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

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

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

FOR AND ON BEHALF OF



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ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

(A Govt. of India Enterprise)
Ranchi – 834 004 (INDIA)

Annexure-E

Format of BANK GUARANTEE of Security Deposit

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



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ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

(A Govt. of India Enterprise)
Ranchi – 834 004 (INDIA)

WARRANTY PERIOD OF THE SAID CONTRACT AND AFTER THE CONTRACTOR HAVE DISCHARGED ALL THEIR OBLIGATIONS UNDER THE SAID CONTRACT AND PRODUCED A CERTIFICATE OF DUE COMPLETION OF THE WORK UNDER THE SAID CONTRACT AND SUBMITTED A 'NO DEMAND CERTIFICATE' PROVIDED ALWAYS THAT THIS GUARANTEE SHALL IN NO EVENT REMAIN IN FORCE AFTER THE DATE OF ...'date'..... WITHOUT PREJUDICE TO YOUR CLAIM OR CLAIMS ARISEN AND DEMANDED FROM OR OTHERWISE NOTIFIED TO US IN WRITING BEFORE THE EXPIRY OF SIX MONTHS FROM THE SAID DATE WHICH WILL BE ENFORCEABLE AGAINST US NOTWITHSTANDING THAT THE SAME IS OR ARE ENFORCED AFTER THE SAID DATE.

4. WE*'bank name'*....., FURTHER UNDERTAKE TO EXTEND THE VALIDITY OF THIS BEYOND THE PERIOD PRESCRIBED IN CLAUSE 3 OR AS EXTENDED FROM TIME TO TIME, FOR SUCH FURTHER PERIOD AS MAY BE REQUIRED IN WRITING BEFORE THE EXPIRY OF THIS AND UPON SUCH EXTENSION(S), ALL TERMS AND CONDITIONS OF THIS SHALL REMAIN IN FULL FORCE TILL THE EXPIRY OF THIS EXTENDED PERIOD(S).
5. YOU WILL HAVE THE FULLEST LIBERTY WITHOUT AFFECTING THIS GUARANTEE FROM TIME TO TIME TO VARY ANY OF THE TERMS AND CONDITIONS OF THE SAID CONTRACT OR EXTEND THE TIME OF PERFORMANCE OF THE CONTRACTOR OR TO POSTPONE FOR ANY TIME OR FROM TIME TO TIME ANY OF YOUR RIGHTS OR POWERS AGAINST THE CONTRACTOR AND EITHER TO ENFORCE OR FOREBEAR TO ENFORCE ANY OF THE TERMS AND CONDITIONS OF THE SAID CONTRACT AND WE SHALL NOT BE RELEASED FROM OUR LIABILITY UNDER THIS GUARANTEE BY THE EXERCISE OF YOUR LIBERTY WITH REFERENCE TO MATTERS AFORESAID OR BY REASON OF ANY TIME BEING GIVEN TO THE CONTRACTOR OR ANY OTHER FORBEARANCE , ACT OR OMISSION ON YOUR PART OR ANY INDULGENCE BY YOU TO THE CONTRACTOR OR BY ANY OTHER VARIATION OR MODIFICATION OF THE SAID CONTRACT OR ANY OTHER ACT, MATTER OR THINGS WHATSOEVER, WHICH, UNDER THE LAW RELATING TO SURETIES, WOULD BUT FOR THE PROVISIONS HEREOF, HAVE THE EFFECT OR SO RELEASING US FROM OUR LIABILITY HEREUNDER PROVIDED ALWAYS THAT NOTHING HEREIN CONTAINED WILL ENLARGE OUR LIABILITY HEREUNDER BEYOND THE LIMIT OF RS.*'amount'*.....(*RUPEES 'amount in words'.....*) AS AFORESAID OR EXTEND THE PERIOD OF THE GUARANTEE BEYOND THE SAID DATE OF ...*'date'*.... UNLESS EXPRESSLY AGREED TO BY US IN WRITING IN TERMS OF CLAUSE 4 HEREOF.
6. THIS GUARANTEE SHALL NOT IN ANY WAY BE AFFECTED BY YOUR TAKING OR VARYING OR GIVING UP ANY SECURITIES FROM THE CONTRACTOR OR ANY OTHER PERSON, FIRM OR COMPANY ON ITS BEHALF OR BY THE WINDING UP, DISSOLUTION, INSOLVENCY OR DEATH AS THE CASE MAY BE OF THE CONTRACTOR.
7. IN ORDER TO GIVE FULL EFFECT TO THE GUARANTEE HEREIN CONTAINED, YOU SHALL BE ENTITLED TO ACT AS IF WE ARE YOUR PRINCIPAL DEBTORS IN RESPECT OF ALL YOUR CLAIMS AGAINST THE CONTRACTOR HEREBY



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ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

(A Govt. of India Enterprise)
Ranchi – 834 004 (INDIA)

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 RELEASED AND DISCHARGED FROM ALL LIABILITIES THEREUNDER. IRRESPECTIVE OF WHETHER OR NOT THE ORIGINAL GUARANTEE IS RETURNED TO US.



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ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

(A Govt. of India Enterprise)
Ranchi – 834 004 (INDIA)

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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ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

(A Govt. of India Enterprise)
Ranchi – 834 004 (INDIA)

Annexure-F

FORMAT OF PERFORMANCE BANK GURANTEE

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

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

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

Validity -----

Claim period-----

To:

M/s Heavy Engineering Corporation Ltd.
Heavy Machine Building Plant
Ranchi-834004 Jharkhand

In consideration of your having placed an order bearing Purchase Order No.-----dated:-----
with-----
----- (hereinafter referred to as Supplier) for the supply
of-----

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

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

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

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

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



एच॰ई॰सी॰

ISO 9001:2015

**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

(A Govt. of India Enterprise)
Ranchi – 834 004 (INDIA)

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 there under.

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

Seal of the Bank