



ISO 9001 Company

Heavy Engineering Corporation Limited
(A Govt. of India Enterprise)
Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)

HMB/MMD/2021/001/OTE-10

Dtd. 30.04.2021

TENDER DOCUMENT

Open Tender Enquiry

Engagement of Contractor for Maintenance/Repair of Machine Tools
of HMBP Shops through Rate Contract.

HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION Ltd
P.O.-DHURWA, RANCHI



HMB/MMD/2021/001/OTE--

Dtd. 30.04.2021

Open Tender Enquiry

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

TABLE 1.

Sl. No.	Description/Scope of work	Category	Total No. of days on which deployment would be required during one year (Man days)
1.	Capital repair of machine tools (complete rehabilitation /reconditioning). Dismounting, dismantling, assemblies and mounting involving, selection of right parts. inspection and preparation of part for fitment, maintaining allowances and clearance during fitment, following sequences of fitment as per instructions, checking of assembled part before and after assembly for proper functioning, mounting on the system/platform ,taping,drilling,grinding, hammering, screwing work as required. Spot welding work during repair for any parts mountings,structure, wheel, rail track,locks, supportive structure etc. removal of broken bolts and studs by cutting or weld buildup method, heating of mating part during fitment as per procedure on the spot etc. and other allied welding works.	Skilled	900
2.	Heavy part dismounting/mounting from the machine and shifting to safe location or repairing yard by using crane and suitable sling. Handling involving hooking the objects at right place,selection of suitable sling, ensuring that part to be lifted is free from holdings/locks/brakes etc. signling of crane as required, moving the part by taking care about adjacent men & material, placing at located place and other allied rigging work	Semi skilled	600
3.	All types of manual assistance during various works such as fitting,rigging,welding,tool handling, dismounting/ mounting, dismantling/assembling,parts & assembly . Shifting from machine area to repair area and vice versa, cleaning of parts & assecorries, assistance for tapping, screwing,drilling etc. tightening of bolts & nuts as required and oil drain cleaning to restore the oil passage in surroundings,cleaning for oil spillage,chips,any object and other allied manual jobs.	Unskilled	300

Total number of working days in a year = 300 days.

Tender FEE : Rs. 250/- (Non refundable)

EMD : Rs.5000/-

Schedule of Tender receipt : By 31.05.2021 up to 1:00 PM

Opening of Tender : On 31.05.2021 at 3:00 PM



The complete tender is to be send/submitted as per instructions of tender document by 1:00 **PM of 31.05.2021** in the tender box at the office of the Sr DGM I/c/Maint. / HMBP, Maintenance Building, HMBP HEC Ltd, Ranchi 4.

1.0 Description of work

The work involves repair and maintenance of machine tools and other details in **Table 1**. Facilities provided by HEC is given in **clause No. 21.0** The maintenance work will be done on all the working days in General shift but it may also be required if felt necessary on holidays and Sundays.

2.0 Submission of Tender

The complete tender to be send / submitted in a separate sealed envelope super scribing the tender no. by 1:00 PM of 31.05.2021 in the office of the Sr DGM I/c/Maint. / HMBP, Maintenance Building, HMBP HEC Ltd, Ranchi 4.

The offer is to be submitted in two parts. Part I and part II.

Part I of the tender will comprise Techno Commercial offer (along with EMD in the form of DD/BG), and Tender Fee, which shall contain / cover all terms and conditions (**Annexure III**). The contractor will submit the tender document shall be duly signed on each page. The part I of the tender shall also have the un-priced format (**Annexure I**) with blocks duly filled as “Quoted” against each head along with annexure III. The taxes & duties should be clearly spelt out in the techno commercial offer (Part - I)

Part-II of the bid will comprise price format (**Annexure II**) duly filled up by tenderer.

Both the offer as Part-I & Part-II shall be in separate sealed covers clearly super scribing tender reference no. with date & due date of submission and Part I & Part II respectively.

Both envelopes of tender Part I & II shall be enclosed in one envelope. This envelop shall also be super scribed on the top with tender reference no. and date of opening of enquiry indicating that both the parts (Part I And part II) are enclosed in the envelope.

3.0 Earnest money

Rs. 5000/- (Rs. Five thousand only) in the form of D.D./BG in favour of HEC Ltd. Payable at Hatia, Ranchi must accompany the tender with a validity not less than three months. The E.M.D will be refunded to the unsuccessful tenderer within a reasonable time with written request. Exemption of EMD shall be applicable on submission of valid SSI/NSIC/MSME certificate and as per Govt rules. EMD of the successful bidder will be converted to security Deposit.

4.0 Eligibility and qualifying criteria

4.1 Qualifying Criteria.



Sl no	Criteria	Value in Rs. Lakhs
4.1.1	Average annual financial turnover during the last three years,	2.46
4.1.2	a) three similar completed works costing not less than OR	3.28
	b) two similar completed works costing not less than OR	4.11
	c) one similar completed work costing not less than	6.57
“Similar work” means those works of intermittent nature as mentioned in the heading “ Brief Description of work ” .		

4.2 Information to be submitted along with offer:

- Experience of similar work executed in last **three FY**.
- Labour license of Jharkhand state, Permanent Account Number (PAN) of Income Tax Department in the name of the firm, is to be submitted.
- GST registration number, ESIC registration no/certificate and EPF code number & compliance.
- Status of Constitution and legal status of the contractor (individual, partnership, co-operative, society, registered firm etc.); existence of joint-venture or other tie-ups for technology, equipment, financial backing and/or project management is to be submitted.
- Income tax return for last three FY
- Details of Registration with specified agencies/HEC if any to be furnished.
- Availability of key personnel for supervision & management of the work or project to be spelt out.
- Information regarding project in hand, current litigation, orders regarding execution / expulsion or black listing, if any.

5.0 Price

Price is to be quoted only as per Annexure-II of this tender document and shall be submitted only in Part II. Price quoted should be firm without any deviation. The agreed price will remain firm through out the period of the contract i.e. 12 months from the date of issue of contract. In case of any discrepancy, the rate/ value given in words shall prevail. **L-1 Firm shall be decided on complete package value of all three types of activities at Table 1.**

6.0 Acceptance of Tender

Tender may be accepted in full or part. However any incomplete offer in any respect is liable to be rejected. The company is having right to reject any offer without assigning any reason for which no question can be asked anywhere.

7.0 TENDER FEE

Rs. 250/- (Rs. Two hundred fifty) Non Refundable in the form of D.D. drawn on any nationalized bank in favour of Heavy Engineering Corporation Ltd. Payable at Ranchi must accompany the tender. Exemption of tender fees shall be applicable on submission of valid SSI/NSIC/MSME certificate and as per Govt rules.

8.0 Security Deposit (S D)



Security Deposit shall be 10% of the contract value. The SD amount (as retention money) shall be deducted @ 10% from the running bills. In the event of non execution of the contract or withdrawal before expiry of the validity period security deposit will be forfeited.

9.0 Refund of Security Deposit

The security deposit will be refunded within reasonable time of issue of completion certificate against the request of the contractor and no claim certificate from the respective executing department. No interest can be claimed by the bidder on EMD & SD.

10.0 Executing Authority

I/c Mechanical Maintenance Base (MMB) of concerned shop of HMBP will be the executing authority of the contract and contractor after award of work has to take all necessary working instructions from them only.

11.0 Inspection

Inspection will be done by I/c MMB/HMBP or their representative. QAP (Quality Assurance Programme) whenever required will be given to the contractor.

12.0 Measurement of Work

Contractor has to detail out the method to evaluate the quantum of work done using physical parameters and to be duly recorded in Measurement Book. Depending on work, time frame may be indicated against successive quantum of task.

13.0 Paying Authority: DGM I/c (Finance)/HMBP

14.0 Liquidated Damage

In case of delay in completion of work LD to be levied @ 0.5% of the unfinished part per week of delay subject to maximum deduction of 10% of the contract price.

15.0 Submission of Bills

Contractor has to submit his bills in quadruple (04) along with following documents once in a month to Manager / MMD/ HMBP duly certified by I/c MMB/HMBP.

- a) Running Account bill duly verified by Shop/HMBP
- b) Work verified by I/c MMB/HMBP
- c) Measurement book submitted
- d) EPF payment compliance
- e) Wage Sheet

16.0 Payments Terms

Contractor can claim payment for the value of work done at the end of every month as per Measurement Book. TDS shall be deducted as per rule.

17.0 Arbitration



In case of any dispute in executing of this contract the same to be settled by arbitrator appointed/nominated by chairman-cum Managing Director of HEC Ltd as per the clause mentioned in the General Conditions of Contract for works Contracts of HEC Ltd. The decision given by such arbitrator shall be final and binding on both parties i.e. HEC Ltd. and the contractor.

18.0 Start of Work

The successful tenderer shall start the work within 7 days of issue of Letter of Award of the Work Order. The contractor will meet the executing authority for taking possession of working area in the shop.

19.0 Validity of the contract

Validity of contract will be 12 months from the date of issue of LOA/ Work Order i.e. contract period of the contractor shall be 12 months with a provision of extension on satisfactory performance and mutual agreement for further one year.

20.0 Contractor's Responsibility

- 20.1 The successful bidder has to keep all necessary workmen of various trades and categories as per requirement of the work.
- 20.2 To complete the above work as mentioned in the scope of works, the required number of workmen are to be deployed on all execution days by successful bidder and certificate to this effect be obtained from site I/c or executing dept.
- 20.3 To complete the work as mentioned in the scope of work all necessary safety clearances and necessary safety instruction to be taken from Safety Engineering Department/HMBP prior starting the work.
- 20.4 The successful bidder will have to submit daily report for engagement of labour on every execution day to the site I/c with effect from the date of commencement of the work and will continue up to completion of the work.
- 20.5 The successful bidder will be responsible for the safety of all workmen engaged by him for the above contract and he will provide necessary safety appliances like Hand Gloves, First Aid items, Safety Shoes, Safety Helmet, Protective clothing's, additional PPE's etc. to his deployed workmen as per suggestion of safety department of HMBP/HEC. The nature and types of safety appliances to be supplied to different workmen may be different based on their actual position in the workplace and accordingly it is to be ascertained from the safety dept. of HEC at the very beginning of the contract. If successful bidder is failed to provide safety appliances to his workmen, the same shall be supplied by the corporation at successful tenderer's cost and such cost will be recovered from his bill.
- 20.6 The successful bidder will give strict instruction to his deployed workmen in order to follow the safety rules and to use safety appliances during execution of the contract towards safe working. He will also give instruction to his workmen for not to smoke/spit/gossip at the work premises during working hours. If any workman of successful tenderer is found that he is smoking/spitting/gossiping at the work premises during working hours, necessary action may be taken against successful bidder.



- 20.7 The Successful bidder will give instruction to his deployed workmen that every workman will wear neat & clean suitable clothing towards safe execution of the work inside the factory area. If any workman is found not conforming to this, he may not be allowed to enter inside the plant and a suitable penalty may be deducted from the bill of successful bidder.
- 20.8 The Successful bidder should either physically present himself every day or by his supervisor during working hours and he/his supervisor will report to site I/c daily for taking instructions and for coordinating the work and maintaining the various records i.e. quantum of work done, workmen engaged etc.
- 20.9 The Successful bidder will pay minimum wages to his deployed workmen as per order no.1/43(3)/2016-LS-II dtd 30.9.16 of Govt. of India ,Ministry of the chief labour commissioner,New Delhi .
- 20.10 The Contractor also will have to pay CPF/EPF to all categories of workers / employee employed by him as per prevailing rules.
- 20.11 In case of an accident during execution of the work whether resulting in any injury or disability or death of successful bidder's workmen, he will report immediately to the site I/c as well as P&A Dept./HMBP about the accident of his workman and will be liable to pay compensation to such worker in accordance with the provisions of Workmen Compensation Act 1923. Such compensation shall be paid to the concerned worker within one month from the date of accident failing which HEC will pay the requisite compensation along with the payment so made to such worker and the same shall be adjusted against his bill by HEC later.
- 20.12 A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy will be sent by successful tenderer to P & A dept./HMBP and Maint.Deptt./HMBP for acknowledgement.
- 20.13 Payment to successful bidder's deployed workmen shall be made on a fixed working day at the work premises and during the working time and on date notified in advanced and in presence of authorized representative of the P & A Dept./HMBP in respect of taking specific certificate regarding the payment on the wage sheet as follows:
“Certified that amount shown in the column no..... has been paid to the workmen concerned in my presence on.....”
- In case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day. If payment is made to bank account of his workmen directly, the aforesaid requirement will be avoided on submission of proof.
- 20.14 The successful bidder will inform the date and time when he will make the payment of wages to his workers in HMBP at the respective places of work in two days advanced.
- 20.15 Successful bidder will also paste the notice about disbursement of payment to his workers at the respective places of work and endorse a copy to the authorized personnel officer of HMBP in respect of witnessing of wage-payment to his workers.
- 20.16 The payment towards running bill will be made once in a month depending upon the work done by him and would cover the attendance period from 1st of the month to 30/31th of the current month. Successful bidder is required to render all the possible service for the preparation of bills on or



before 10th of the succeeding months even if payment by corporation has not been made to them. The bills complete in all respect should reach to the Finance Dept by 6th of the following month.

- 20.17 The successful bidder shall obtain the requisite license for engaging labour {if applicable on successful bidder as per provision of Contract Labour (Regulation & Abolition) Act, 1970} from the concerned authorities clearly setting out the number of persons to be engaged for this work.
- 20.18 The successful bidder will regularly read the notice board and refer display of information made at the entrance of HMBP and he shall also issue employment card and wage slip to all workers engaged by him.
- 20.19 In the case of change in the entity of successful tenderer as he has mentioned in the bidder's profile submitted by him alongwith his tender and the said change has taken place during the running of the contract, the successful bidder will submit revised bidder's profile attaching therewith all relevant documents in support of the change such as individual/property business concern/partnership firm/co-operative society etc. Any change in the constitution of the aforesaid body shall forthwith be notified by him to executing dept. and accordingly he will replace them and re-engage them only when they acquired such competency.
- 20.20 The successful bidder will be informed about the display of below average level of awareness about safety and work by his workers and accordingly he will replace them and reengage them only when they acquired such competency.
- 20.21 The successful bidder will maintain all records namely Attendance Register of deployed workmen, Register of Wages (FORM-XVII), Register of workman (Muster Roll) FORM-XIII), EPF deduction of each & every deployed workmen with EPF A/c no, bank A/c no. at ready reference for producing the same as per needs of the corporation.
- 20.22 The Contractor will take adequate precautions to avoid damage or loss to the Corporation's property and injury to any person. In case of any damage or loss or injury, the Contractor will be fully responsible and will have to compensate the damage at their own cost and risk. This will be without any prejudice to such other action, which the Management of the Corporation may take depending on the circumstances of the loss or damages or injury as well. The Contractor will report immediately to the In charge Maint./HMBP or the person nominated by him will be the Site I/c of this contract, Head of P&A department, Safety department and the office of Plant Chief about the accidents of his workmen.

21.0 Facilities to be provided by HEC

- 21.1 Supply necessary drawings if required.
- 21.2 Free supply of power & compressed air and water, coolant etc required to perform the specified work.
- 21.3 Providing necessary raw materials required for machining of job i.e. necessary tools & tackles, instruments will be handed over to the contractor on returnable basis only. Old and worn out tools will be handed over to the contractors before getting issue of fresh tools.
- 21.4 Space required for storage cum office will be provided at work site by HEC.
- 21.5 Safe handling of tools and tackles is the responsibility of contractor. In case of mishandling, damage or missing tools the applicable cost will be deducted from contractors R/A Bill.
- 21.6 HEC will provide all the tools and other items required for work
- 21.7 The crane will be made available by concerned shop I/c for maintenance work.



21.8 HEC will allow the contractor and his men inside the work premises in the General shift on working days. They can enter or leave work premises during gate opening/ closing time only. However they may be allowed to work on Sunday/ holiday only after prior instructions of executing authority duly approved by GM/ HMBP.

22.0 Agreement

The Successful tenderers shall be required to enter into an agreement with the company on non-judicial stamp paper of requisite value. The General and special condition of contract along with this tender document will form part of agreement.

23.0 Termination of Contract.

23.1 The contract can be terminated if the contractor fails to perform the work assigned in time and even after giving in writing to him, he does not improve his performance then contract can be terminated.

23.2 If the contractor does not follow statutory rules, safety rules and in spite of giving notice he does not improve.

23.3 Any other reason due to which company thinks it fit to terminate the contract.

23.4 In the event of the termination of the contract in part/ full the company can get the work completed from any other agency/ departmentally at the risk and cost of the contractor.

24.0 Risk & cost Factor:-

In the event of termination of the contract in part/full due to successful bidder's fault then HEC reserves the right to complete the work by any agency at successful bidder's risk and cost.

25.0 General Conditions of contract for work contract of HEC Ltd.

The contract will be governed by General conditions of contract for work contract of HEC Ltd., which is available in the website of the company for downloading by the interested tenderer. www.hecltd.com

For and on behalf of
H.E.C. Limited

SDGM,I/c Maint./HMBP



BRIEF DESCRIPTION OF WORK

Work involves for the maintenance jobs are as follows:

(A.) MECHANICAL WORK:

(I) Crane /Trolley related works

- 1) Bridge shaft related works
- 2) Wire rope replacement with new and related works of the system.
- 3) Wire rope repair, rectification of derailment and other related works of the system.
- 4) Gear box dismounting and related works
- 5) Wheel replacement works (all four wheel)
- 6) Hook repair works
- 7) Rail alignment related minor works on gantry/ trolley track.
- 8) Brake shoe replacement works
- 9) structure defect welding works
- 10) Other general cleaning of trolley, gear boxes and surroundings.

(II) Machine tools maintenance works:

- 1) Complete machine dismounting/dismantling and assembling/mounting works
- 2) Major accessories dismounting, dismantling and mounting back
- 3) Furnace related works for bogie frame, travel wheels, top cover, Fan and its drive mechanism related work,
- 4) Lubrication circuit surrounding cleaning, dismantling, replace and refitment works
- 5) In house fabrication and modification work related to machines
- 6) Other miscellaneous works as and when required.

(B.) Capital repair works of m/c tools

- 1) Rehabilitation of complete machine, Dismounting and dismantling of all system, Scrapping blue matching of sliding parts. overhauling the system or part of machine. Assembling and mounting back, Example
 - i) Lathe 165/163 model and HMT lathes
 - ii) Horizontal boring machine 1654/1657 model
- 2) Milling machine 1531 type model
- 3) Major assemblies of various machine tool complete overhauling.



HMB/MMD/2021/001/OTE--

Dtd 30.04.2021

Annexure –I
Techno commercial Bid Format

To,

The Sr. DGM /I/c Maint..
HMBP, Ranchi- 834 004

Dear Sir,

I am pleased to submit my best offer without any deviation or rebate which is as follows:-

Sl. No.	Description/Scope of work	Categ ory	Total No. of days on which deployment would be required during one year (Man days)	Quoted/ Not Quoted
1.	Capital repair of machine tools (complete rehabilitation /reconditioning). Dismounting, dismantling, assemblies and mounting involving, selection of right parts. inspection and preparation of part for fitment, maintaining allowances and clearance during fitment, following sequencees of fitment as per instructions, checking of assembled part before and after assembly for proper functioning, mounting on the system/ platform ,taping, drilling,grinding, hammering,screwing work as required. Spot welding work during repair for any parts mountings,structure, wheel, rail track,locks,supportive structure etc. removal of broken bolts and studs by cutting or weld buildup method, heating of mating part during fitment as per procedure on the spot etc. and other allied welding works.	Skilled	900	
2.	Heavy part dismounting/mounting from the machine and shifting to safe location or repairing yard by using crane and suitable sling. Handlling involving hooking the objects at right place,selection of suitable sling, ensuring that part to be lifted is free from holdings/locks/brakes etc. signling of crane as required, moving the part by taking care about adjacent men & material, placing at located place and other allied rigging work	Semi skilled	600	
3.	All types of manual assistance during various works such as fitting,rigging,welding,tool handling, dismounting/ mounting, dismantling/assembling,parts & assembly . Shifting from machine area to repair area and vice versa,cleaning of parts & assecorries, assistance for tapping,screwing,drilling etc. tightening of bolts & nuts as required and oil drain cleaning to restore the oil passage in surroundings,cleaning for oil spillage,chips,any object and other allied manual jobs.	Unskill ed	300	

Total number of working days in a year = 300 days

(Signature of Tenderer)
With official Seal



HMB/MMD/2021/001/OTE--

Dtd 30.04.2021

Annexure –II

Price Bid Format

To,

The Sr. DGM /I/c Maint.
HMBP, Ranchi- 834 004

Dear Sir,

I am pleased to submit my best offer without any deviation or rebate which is as follows:-

Sl. No.	Description/Scope of work	Category	Total No. of days on which deployment would be required during one year (Man days)	Basic Rate Per Days (In Rs.)
1.	Capital repair of machine tools (complete rehabilitation /reconditioning). Dismounting, dismantling, assemblies and mounting involving, selection of right parts. inspection and preparation of part for fitment, maintaining allowances and clearance during fitment, following sequencees of fitment as per instructions, checking of assembled part before and after assembly for proper functioning, mounting on the system/ platform ,taping, drilling,grinding, hammering,screwing work as required. Spot welding work during repair for any parts mountings,structure, wheel, rail track,locks,supportive structure etc. removal of broken bolts and studs by cutting or weld buildup method, heating of mating part during fitment as per procedure on the spot etc. and other allied welding works.	Skilled	900	
2.	Heavy part dismounting/mounting from the machine and shifting to safe location or repairing yard by using crane and suitable sling. Handling involving hooking the objects at right place,selection of suitable sling, ensuring that part to be lifted is free from holdings/locks/brakes etc. signling of crane as required, moving the part by taking care about adjacent men & material, placing at located place and other allied rigging work	Semi skilled	600	
3.	All types of manual assistance during various works such as fitting,rigging,welding,tool handling, dismounting/ mounting, dismantling/assembling,parts & assembly . Shifting from machine area to repair area and vice versa,cleaning of parts & assecorries, assistance for tapping,screwing,drilling etc. tightening of bolts & nuts as required and oil drain cleaning to restore the oil passage in surroundings,cleaning for oil spillage,chips,any object and other allied manual jobs.	Unskilled	300	

Total number of working days in a year = 300 days

(Signature of Tenderer)
With official Seal

Note: -

1. L-1 shall be decided on package basis.
2. The total price is to be given in figures and words as well. In case of any discrepancy the value given in words shall prevail.



ISO 9001 Company

Heavy Engineering Corporation Limited
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Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)

HMB/MMD/2021/001/OTE--

Dtd 30.04.2021

Annexure – III
Commercial Terms and Conditions

Sl.No.	Description	Desired by HEC	Bidders Confirmation
1.	Scope Of work	To be accepted	
2.	Qualifying Criteria (documentary proof of similar kind of work execution)	To be Provided	
3.	Start of Work	Within 07 days from the date issue of LOI/WO	
4.	Inspection	By I/c MMB/HMBP	
5.	Labour License of Jharkhand state	To be Provided	
6.	PAN No. of IT deptt. in the name of the firm	To be Provided	
7.	GST Registration No./ Certificate	To be Provided	
8.	ESIC Registration No./Certificate	To be Provided	
9.	EPF Code Number / Certificate	To be Provided	
10.	Details of Registration with specified agencies/HEC	To be Provided	
11.	Validity of offer	6 months from date of opening of tender	
12.	L/D Clause	To be accepted	
13.	SD	10% of the contract value in the form of DD/BG.	
14.	EMD of Rs. 5000/-	DD/BG in faour of Heavy Engineering Corporation Ltd. Payble at State Bank Of India, Ranchi along with Techno-commercial Bid.	
15.	Document Cost of Rs. 250 (Non Refundable)	DD in favour of Heavy Engineeering Corporation Ltd. Payble at State Bank of India, Ranchi along with Techno-commercial Bid	
16.	Name of the contact Person with phone no. & email address	To be Provided	
17.	GCC of HEC	To be accepted	
18.	Special Terms (If any)		

(Signature of Tenderer)
With official Seal



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Heavy Engineering Corporation Limited
(A Govt. of India Enterprise)
Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)

FORMAT FOR
BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

NO.

Dated:

TO
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. Not withstanding anything to the contrary contained in this guarantee your decision as to whether the
contractor has made any such default or defaults and the amount or amounts to which you are entitled by
reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims or
damages or losses suffered by you but will pay the amount demanded by you under this guarantee forthwith
on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the contractor
after expiry of the related warranty period of the said contract and after the contractor have discharged all their
obligations under the said contract and produced a certificate of due completion of the work under the said
contract and submitted a "NO Demand Certificate" provided always that this guarantee shall in no event remain
in force after the date of----- without prejudice to your claim or claims arisen and demanded from
or otherwise notified to us in writing before the expiry of six months from the said date which will be
enforceable against us 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



ISO 9001 Company

**Heavy Engineering Corporation Limited
(A Govt. of India Enterprise)
Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)**

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 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
'name of bank'

'signature with seal'



Format for
BANK GUARANTEE FOR SECURITY DEPOSIT

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

TO,

M/S HEAVY ENGINEERING CORPORATION LIMITED
PLANT PLAZA ROAD,
DHURWA, RANCHI – 4

Dear sir,

In consideration of your agreeing to accept the security deposit of rs.'amount'..... furnishable to you by m/s 'firms name'..... (hereinafter referred to as contractor) in terms of the contract no.'hec's purchase order no'.....for supply of 'details of items'.....(hereinafter referred to as the 'contract') in the form of a bank guarantee in the manner hereinafter contained we.....'bank details'..... branch, having registered office at 'place'..... do hereby covenant and agree with you as follows:

1. We hereby undertake to indemnify you up to a sum of rs.'amount'.....(rupees 'amount in words'.....) against any loss or damage caused to or suffered by you or that may caused to or suffered by you by reason of any breach or breaches on the part of the contractor of any of the terms and conditions contained in the said contract and in the event the contractor shall make any default or defaults in carrying out any of the works under the said contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand and without any protest or demur pay to you such sum or sums not exceeding in total the said sum of rs.'amount'.....(rupees 'amount in words'.....) as may be claimed by you as your losses and / or damages, costs, charges or expenses by reason of such default or defaults on the part of the contractor.
2. Notwithstanding anything to the contrary contained in this guarantee your decision as to whether the contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims or damages or losses suffered by you but will pay the amount demanded by you under this guarantee forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good 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 ...'*date*'.... unless expressly agreed to by us in writing in terms of clause 4 hereof.
 6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.
 7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
 8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
 9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special courier, speed post or telefax to us at our local address as aforesaid.
 10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
 11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
 12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
 13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the contractor or any reference to arbitration of the said dispute / controversy pending or a civil suit filed by the contractor in respect of the dispute or controversy.



Heavy Engineering Corporation Limited
(A Govt. of India Enterprise)
Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)

ISO 9001 Company

14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to rs.'amount'.....(rupees'amount in words'.....) and this guarantee shall remain in force until'date'.... unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry of this guarantee i.e. on or before ...'date' + '6 month'..... all your rights under this guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities thereunder. irrespective of whether or not the original guarantee is returned to us.
15. We have power to issue this guarantee in your favour under the memorandum and articles of association of the bank and the undersigned has full power to execute this guarantee under the power of attorney granted to them by the bank.

FOR AND ON BEHALF OF

'name of bank'

'signature with seal'