



**MATERIAL MANAGEMENT DIVISION
HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED
RANCHI, JHARKHAND**

**TENDER DOCUMENT FOR SUPPLY OF HYD TRACK DRIVE AND SWING DRIVE
GEAR BOX ALONGWITH HYD MOTOR AND BRAKE FOR HYDRAULIC EXCAVATOR**

TENDER DOCUMENT

FOR

**Procurement of SLAB 120 & 130 ,
Material Grade E410, IS:2062/St 52-3,DIN 17100**



HEAVY ENGINEERING CORPORATION LIMITED

OPEN TENDER REF. No. PUR/HMB/968397/IS-5215

DTD 04.12.2017



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**TENDER DOCUMENT FOR SUPPLY OF HYD TRACK DRIVE AND SWING DRIVE
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OPEN TENDER ENQUIRY

From:

Sr DGM / Purchase

Materials Management Division, Heavy Machine Building Plant

Heavy Engineering Corporation Limited (HEC)

P.O: Dhurwa, Ranchi-834 004(Jharkhand),INDIA

To:

M/s _____

Dear Sirs,

Sealed tenders in **Two bids system** are invited by Heavy Engineering Corporation Limited, Plant Plaza Road, P.O: Dhurwa, Ranchi for the items indicated below:

ENQUIRY SCHEDULE

SI NO	Description	Material Grade	Total wt. (In Kg)
1	Slab 3300 X 1650 X 120 (2 Pcs)	E410,IS:2062-06 or ST 52-3, DIN 17100	10258.00
2	Slab 2100 X 600 X 120	E410,IS:2062-06 or ST 52-3, DIN 17100	1187.00
3	Slab 2100 X 1600 X 130	E410,IS:2062-06 or ST 52-3, DIN 17100	3428.0

Special Note

- Slab should be UT. Tested in accordance with ASTM SA 578 and should be free from Laminations etc.
- Alternative material Grade can be ST 52-3, DIN 17100 for E410 IS: 2062-06.
- Material has to be strictly as per above points and any other deviation might lead for rejection of the offer.
- Rate to quoted in per Kg.
- Qty tolerance +/- 5% by Wt acceptable.

FOR INDIAN FIRM

- Material shall be tested by NABL certified Lab as per the above standard and certificate from NABL certified Lab is to be given for acceptance of material.



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SALIENT FEATURES OF THE TENDER

A.	GLOBAL TENDER REF. No.	PUR/HMB/968397/IS- DTD 01.12.2017																
B.	ITEM DESCRIPTION	<p>Supply of Slab</p> <table border="1"><thead><tr><th>Sl No</th><th>Description</th><th>Material Grade</th><th>Total wt. (In Kg)</th></tr></thead><tbody><tr><td>1</td><td>Slab 3300 X 1650 X 120 (2 Pcs)</td><td>E410,IS: 2062-06</td><td>10258.00</td></tr><tr><td>2</td><td>Slab 2100 X 600 X 120</td><td>E410,IS: 2062-06</td><td>1187.00</td></tr><tr><td></td><td>Slab 2100 X 1600 X 130</td><td>E410,IS: 2062-06</td><td>3428.0</td></tr></tbody></table> <p>(Firm can quote for both items or for individual items)</p>	Sl No	Description	Material Grade	Total wt. (In Kg)	1	Slab 3300 X 1650 X 120 (2 Pcs)	E410,IS: 2062-06	10258.00	2	Slab 2100 X 600 X 120	E410,IS: 2062-06	1187.00		Slab 2100 X 1600 X 130	E410,IS: 2062-06	3428.0
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C.	SALE / DOWNLOADING OF TENDER DOCUMENTS	<p>Start (Web Site): 04.12.2017 Start (By Hand): 04.12.2017 Close (By Hand) : 18.12.2017 13.00 Hrs “ Indian Standard Time (IST)” Close (Downloading from Web-Site) : 18.12.2017 12.00 Noon Hrs “ Indian Standard Time (IST)” Tender documents can be purchased between 09.00 AM to 4.00 PM on all working days (except Sundays and Holidays) as per above dates.</p>																
D.	PLACE OF PURCHASE OF TENDER DOCUMENTS	<p>A) <u>HMBP MM Department</u> Sr. DGM /PUR / MM Division Heavy Machine Building Plant Heavy Engineering Corporation Limited, Plant Plaza Road Dhurwa, Ranchi Jharkhand, India -834004</p> <p>B) <u>Branch Offices</u></p> <ul style="list-style-type: none">Branch Manager Heavy Engineering Corporation Limited, 77,Park Street Kolkata-700016 (INDIA) Ph: +9133- 22172397.																



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		<ul style="list-style-type: none">Branch Manager Heavy Engineering Corporation Limited, E-84, Masjid Moth, Greater Kailash Phase -3, New Delhi – 110 048.(INDIA) Ph: +9111 – 29220224, Mob:- 09312004822 <p>Tender Documents may also be downloaded from Purchaser's web-site www.hecltd.com.</p>
E.	COST OF TENDER DOCUMENTS	Rs.200/- (Rupees Two Hundred Only) in the form of Demand Draft on any of the Scheduled Commercial Banks of India in favour of “ Heavy Engineering Corporation Limited ” payable at Ranchi .
F.	DUE DATE & TIME OF SUBMISSION	18.12.2017 by 13.00 Hrs “Indian Standard Time (IST)”.
H.	DATE & TIME OF OPENING OF TECHNO-COMMERCIAL BID	18.12.2017 by 15.00 Hrs “Indian Standard Time (IST)”.
G.	PLACE OF SUBMISSION OF BID	Sr. DGM /PUR / MM Division Heavy Machine Building Plant Heavy Engineering Corporation Limited, Plant Plaza Road Dhurwa, Ranchi Jharkhand, India -834004 Ph: +91651 2400921, 2401349 Or in tender box located at the offer of MM Division HMBP, HEC Limited
I.	EARNEST MONEY DEPOSIT(BID SECURITY)	Rs.5,000/- (Indian Rupees Five Thousand only) or in equivalent foreign currency in USD, Pound or Euro
K.	VALIDITY OF BID	90 days from the scheduled date of opening of PART- I.

1.0 PRE-QUALIFYING CRITERIA

The Tenderer has to submit documentary evidence as a proof of supply similar type of material to reputed govt/Private firms of items for slab.

2.0 Documents to be submitted with techno-commercial bid for technical evaluation

The tenderer shall submit self attested/notarised copies of the following documents issued by client of the tenderer/end user firm in proof of meeting the prescribed eligibility criteria with specific mention of information required.

- i) Letter of Award of Work/ Purchase Order/ Contract
- ii) Credential certificate from Customer/End User Company in confirmation of successfully running of drive indicated above.



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3.0 EARNEST MONEY DEPOSIT (EMD)/COST OF TENDER DOCUMENT

a) Bids must be accompanied by a Earnest Money Deposit (Bid Security) amounting to **Rs.5,000/- (Indian Rupees Five Thousand only) and cost of Bid Document amounting to Rs.200/- (Rupees Two Hundred only)** alongwith Part-I of the bid in the following forms :

- (i) a Bank Draft towards cost of Bid Document.
- (ii) a Demand Draft/Bank Guarantee in the form provided in the bidding documents towards cost of EMD/Bid Security.

The instruments mentioned above, shall be submitted from an Indian Scheduled Bank other than a Co-operative or Gramin Bank. The Demand Draft has to be drawn in favour of **“Heavy Engineering Corporation Limited”** and payable at Par at Ranchi.

c) In case of online transfer the following bank details of HEC can be referred

Name of Bank - SBI SME Branch, Doranda , Ranchi (Jharkhand)
Swift Code SBINNBB387
IFSC Code- SBIN0009620
A/c No- 10324841034

d) In case of non submission of EMD the offer shall be summarily rejected.

- a) EMD of unsuccessful tenderers will be returned after finalization of contract and Interest of any sort will not be payable on EMD.
- b) EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.
- c) If the successful tenderer fails to furnish the required Security deposit within the specified period, its EMD will be forfeited. The EMD shall be forfeited if the successful tenderer fails to accept the order.

d) EMD Validity:

EMD/Bid Security shall remain valid for a period of sixty (60) days beyond the original bid validity period, and beyond any extension subsequently requested by the Purchaser.

e) **Interest on EMD:** No interest shall be payable on EMD.

N.B.:

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.



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- 4.0** Tenders must be submitted in sealed cover with TENDER NO., DUE DATE , TENDER TITLE and VALIDITY PERIOD of the offer super scribed on it, failing which the tenders may be ignored.
- 5.0** The bid will consist of two parts:

Part-I: Cost of Tender Document, EMD/ Bid Security, Pre-Qualifying Documents, Technical Part & Commercial Part, Integrity Pact and Un-priced Price Schedule

This part shall be marked as Part-I: “**Cost of Tender Document, EMD/ Bid Security, Pre-Qualifying Documents, Technical Part & Commercial Part, Integrity Pact and Un-priced Price Schedule**” containing Cost of Tender Document, EMD/Bid Security, Pre-Qualifying Documents, Technical part, Commercial part and shall not contain price at all. The cost of bidding documents should be attached only in case the document is downloaded from the web-site.

However, an un-priced copy of the Price Bid shall be attached with Part-I with the word “QUOTED” in place of price data furnished in the Price Bid. Integrity Pact (if applicable) duly signed shall also be enclosed.

All commercial terms and condition, Compliance Statement towards Instructions to Tenderers, Technical specification, Special Terms & Condition of the Contract will be submitted along with Part-I: techno-commercial bid.

Part-II: Price Bid

This part shall be marked as “Part-II Price Bid” and shall contain prices only without any terms and conditions.

Note: Any footnotes, remarks etc. made in the Price Bid must also appear in the Un-priced copy thereof to be submitted with Part-II of the Bid. In case of any discrepancy between the footnotes, remarks etc. made in the Un-priced copy of Price Bid and those in the Priced Price Bid, the stipulations made in the Un-priced copy of Price Bid shall prevail for the purpose of price bid evaluation. Footnotes, remarks etc. made only in the Price Bid and not featuring in the Un-priced copy shall not be taken into cognizance and shall be ignored.

On the tender opening date Part-I shall be opened. The offer received without EMD/Bid Security shall be rejected.

Tenderers are expected to submit all necessary documents in support of fulfilment of Pre-Qualifying Criteria. However, in case any further document is found necessary for proper assessment, the Tenderer shall have to furnish the same within fifteen (15) days from the date of intimation, failing which the Tender will be considered as non-responsive & in-eligible and their offer will not be processed any further.

- 6.0** Tenders in sealed cover should be sent by registered post/ Speed Post and if delivered by hand should be put in the Tender Box located at MM Division (Purchase Deptt)/HMBP.



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7.0 LANGUAGE OF BID

The bid prepared by the Tenderer and all correspondence & documents related to the bid exchanged by the Tenderer and the Purchaser, shall be written in the English language. Bid submitted in any other language is liable to be rejected. In case any printed literature furnished by the Tenderer, is written in another language, it must be accompanied by a translation of its pertinent passages in the English language and for the purposes of interpretation of the bid, such translation shall govern.

8.0 Tender is liable to be ignored if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the tender, are not fully filled in. Special attention must be paid to the delivery dates and also to the General Conditions of the Contract of HEC LTD. with latest amendments and those contained in this booklet as the contract shall be governed by them.

9.0 LATE/ DELAYED TENDER

Tenders or modifications to tenders received after opening of tenders are to be called as Late Tender. Tenders or modification to it received after time fixed for receipt of tenders, is to be called Delayed Tenders. Such delayed/ late tenders will be rejected and not be opened.

10.0 RIGHT OF ACCEPTANCE OF OFFER

10.1 The purchaser reserves his right to accept partly or reject any bid without assigning any reason thereof. The purchaser does not pledge itself to accept the lowest or any bid and reserves to itself the right of acceptance the whole or any part of the bid or portion of the quantity offered and the tenderer shall supply the same at the price quoted.

10.2 The Purchaser reserves the right to accept or reject any bid or to annul the Bidding process and reject all bids at any time prior to award of the Contract without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Tenderer(s). Mere purchase and submission of tender document shall not mean fulfilment of requirements of eligibility of the Tenderer(s).

11.0 EARNEST MONEY DEPOSIT (EMD)

TECHNO-COMMERCIAL BID MUST ACCOMPANY INFORMATION ABOUT SUBMISSION OF EMD AND TENDER FEE. EMD to be submitted as detailed in clause no. 3 of IFB above.



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EMD EXEMPTION.:

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 / notarized copy of their valid registration certificate with NSIC, MSME, SSI, DGS&D for grant of exemption.

12.0 Security Deposit (SD):- Successful bidder has to deposit Security deposit to the extent of 5% of total Purchase Order Value within 21 days from P.O. date and it

13.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

Tender Evaluation will involve recording and analyzing the merits of each tender. After detail scrutinizing of the Techno commercial bids, the successful tenderers will be listed for opening of Price bid. The offer which does not meet the prequalifying criteria shall not be considered for techno-commercial evaluation.

L1 will be decided based on **Landed Cost (Net of CENVAT) Price of individual items.**

NOTE:

1. Offers to be submitted as below
 - a. Foreign firms offers to be submitted on FOB/CIF basis.
 - b. If offer is through Indian firm price to be quoted on FOR HMBP stores Ranchi basis.
2. The rate quoted shall be inclusive of all packing & forwarding.
3. If submitted on Ex-works basis then freight charges to be submitted separately for the material to reach HMBP Stores, Ranchi.
4. The Price quoted by the tenderer should be exclusive of GST. The rate and nature of tax applicable should be shown separately. Tax 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 tax and within the delivery period. Any change on the taxes & duty structure beyond the delivery period will not be considered by HEC.
5. The rates quoted must be firm and the offers made must remain open for acceptance for three months from the date of opening of the tender.
6. Quotations erased or over written are likely to be rejected unless all corrections are authenticated with the tenderer's signature.
7. Delivery:-Within 3 months after approval and Purchase Order placement.
8. Payment :-

For foreign firms

- a. For FOB shipment
 - 1) 80% at the time of FOB supply against submission of dispatch document through LC.
 - 2) 20% within 60 days after receipt of materials at HMBP Store Ranchi through TT
- b. For CIF Kolkata
 - i. 90% after receiving the material at Kolkata port through LC
 - ii. 10% after receiving the material at HMBP store through TT within 60 days.

For Indian firm:-Within 60 days after receipt of material at HMBP store Ranchi through RTGS.



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9. Full particulars i.e. specification, literature and / or drawing wherever applicable should be submitted along with the quotation. The **brand** and **'Make'** name must be indicated.
10. The Corporation does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of tender or portion of the quantity offered and you shall supply the same at the rate quoted.
11. 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).
12. 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.
13. The final quantity may vary at the time of finalization of tender; however the proper clarification / confirmation shall be taken from the firm.
14. Based on HEC's requirement and in order to ensure security of supply from more than one source, the total tendered quantity of any item may be split amongst more than one successful bidders at L1 Landed price. Hence purchase order may be placed on more than one firm and the repeat order for 100% quantity may be placed on successful bidder.
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. Risk Purchase Clause: - If the material is not supplied within the stipulated period then material can be procured at the risk & cost of the firm without giving any notice to the firm.
 17. There is no obligation on our part to accept delayed / late tenders. Tenders received after the due date of opening are liable to be summarily rejected.

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

Please submit the format of Commercial Terms & Conditions duly filled in and signed by the tenderer along with your tender in techno-commercial bid.



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Commercial Terms & Conditions

Sl. No	Contents	Desired by HEC	Bidders Confirmation
1	Price Term	Ref. Clause 1(a) & (b) of note 1. Foreign firms offers to be submitted on FOB/CIF basis. 2. If offer is through Indian firm price to be quoted on FOR HMBP stores Ranchi basis	
2	Packing and Fwd. (Extra/Included/Not Applicable)	To be indicated if any	
3	Payment Terms	For foreign firm Ref. Clause 8 of note 1. For FOB a) 80% through LC b) 20% through TT against PBG 2. For CIF a) 90% at CIF Kolkata through LC b) 10% after receiving the material at HMBP store through TT within 60 days. OR 3. For Indian firm:- 100% Within 60 days after receipt of material at HMBP store Ranchi .	
4	Validity of Offer	3 Months	
5	Discount offered(Yes/No)	To be indicated separately if any	
6	Delivery Schedule	Within 4 weeks excluding transit time from confirmed Purchase Order.	
7	Certificate for country of origin	To be provided by manufacturer	
8	Manufactures Test Certificate	To be provided by manufacturer	
9	Manufactures Guarantee Certificate	To be provided by manufacturer	
10	L/D Clause Acceptable (Yes/No)	To be Accepted	
11	Guarantee	To be Accepted 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.	
12	Acceptance of Risk Purchase Clause	To be Accepted	



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	(Yes/No)		
13	EMD	Rs. 5000/- to be submitted in the form of demand draft/ BG. For foreign firm – in equivalent foreign currency in USD, Pound or Euro from the bank registered with RBI.	
14	Tender Fee	Rs. 200/- to be submitted in the form of DD or in equivalent for foreign currency.	
15	Security Deposit	To be accepted	
16	Special terms (If Any)		

**NOTE: . Terms & Conditions duly filled in and to be submitted along with Tech –
Bid of offer otherwise your offer may not be evaluated.**

**(R K JHA)
SDGM / PURCHASE/ HMBP
HEC LIMITED, DHURWA RANCHI
JHARKHAND**



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Price Bid Format

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3	Slab 2100 X 1600 X 130	E410,IS:2062-06	3428.0		
				Total	

Applicable Rate of GST

(Rates of CGST, SGST, IGST, UTGST and Cess clearly mentioned.)

Taxes & Duties

(Amount of Tax with break up of CGST,SGST,IGST, UTGST and Cess)

<u>Price Basis</u>	
<u>GST if applicable</u>	



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FORMAT FOR

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



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



**MATERIAL MANAGEMENT DIVISION
HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED
RANCHI, JHARKHAND**

**TENDER DOCUMENT FOR SUPPLY OF HYD TRACK DRIVE AND SWING DRIVE
GEAR BOX ALONGWITH HYD MOTOR AND BRAKE FOR HYDRAULIC EXCAVATOR**

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
