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

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

ISO 9001:2000

E-mail : purhmbp@hecltd.com

Materials Management Division

Web : www.hecltd.com

Open Tender Enquiry

Sub: Open Tender enquiry for entering into fresh RATE CONTRACT for the procurement of Liquid Oxygen Gas (3780 Kg/42336 Cu.M) in 09 Kg capacity Cylinder (Total 420 Cylinder) to be used at fabrication Shops of HMBP

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

INSTRUCTION TO BIDDERS (ITB)

1.0 Tender Summary :

Tender Ref No.	Enquiry No. HMB/PUR/2025/171273/GAS/- 6387 dated:..23/01/2025	
Cost of Tender documents / Tender Fee	Rs. 200/-	
Mode of Tender:	Open Tender through E tender	
Earnest Money Deposit (EMD) (To be submitted in the form of DD /BG in favor of Heavy Engineering Corporation Limited, Payable at Ranchi.	NIL	
Type of tender	Two - Bid tender	
Last date and time for on-line submission of tender	03.02.2025	UPTO 13 Hrs (IST)
Due date and time for on line opening of tender :	04.02.2025	AT 15 Hrs (IST)
Due date and time for online opening of Price bid of technically suitable firms	Will be intimated through e tender portal	
(Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next full working day at same time)		

Bidders are required to upload the bid along with all supporting documents including priced part (BoQ) only on the e-tendering website (<https://etenders.gov.in/e procure/app>), on or before the due date and time for submission of bid.

2.0 Contents of tender documents:

1	Techno-Commercial Terms and Conditions of NIT	Annexure A, B
2	Template for Price Bid/BOQ format for online submission by the bidder	BOQ.xls

3.0 Requirements for Vendors:

- A) P.C. connected with internet.
- B) Registration with Service provider portal <https://etenders.gov.in>
- C) The vendor should possess a Class-II or Class III Digital Signature certificate (Mandatory). (Bids will not be recorded without Digital Signature Certificate.)

D) In case of any clarification please contact M/s NIC, before the schedule time of the submission of bid.
Contact Person:-

E) Registration / Enrollment of Bidder on e- tender Portal of HEC: In order to submit the bid, the bidders have to get themselves registered online on the e- tender portal of HEC Ltd with valid Digital Signature Certificate (DSC) issued from any agency authorized by CCA and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

4.0 For registration, Submission procedure and method of correspondence etc. Please visit our website:
<https://www.hecltd.com> / <https://etenders.gov.in> and click on the relevant link for help.

5.0 Help for participating in e-tender:

The detailed method for participating in the e-procurement 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 :

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.

(I) No separate intimation in respect of corrigendum to this NIT(if any) will be sent to tenderers who have downloaded the documents from website. Please see websites i.e., <http://www.hecltd.com> or <http://www.etenders.gov.in>

6.0 The offer should be submitted (uploaded) strictly as per the terms and conditions and Procedures laid down in the website <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.

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

8.0 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.

9.0 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.

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

11.0 PREPARATION OF TENDER DOCUMENTS :

Tender is to be submitted in two bid system in the following manner and shall be submitted through electronic mode only:

a. Techno-commercial bid (Part 1) – The offer is to be scanned and uploaded in our portal consisting technical details

The commercial terms and conditions (as per annexure A). The format (Commercial sheet.xls) in excel format shall be downloaded and the same excel file duly filled by the bidder is to be uploaded while submitting the offer.. No price part is to be uploaded in this part

- b. Part -II – Price-Bid/BOQ: This part of the offer should contain price portion .The format of Price Bid/BOQ which in excel format shall be downloaded by the bidder and rate offered by the bidder shall be filled in the excel file and uploaded the same excel file of e tendering system while submitting the offer.

The price bid/BOQ which is incomplete and not submitted as per the instructions given will be liable for rejection.

Note :

Bidders are requested to upload all the attachments /documents in one single PDF File in Other Important Documents (OID) or as indicated in the online instructions. For Example if more than one document is to be uploaded in support of Eligibility criteria or proveness criteria or any other requirement then bidder must prepare one single PDF file of all the related documents and then upload in the system in OID

Bid Opening Process is as below:-

Cover-I: Technical bid opening date will be as per given dates. If any clarification is needed from the bidder about the deficiency in his uploaded documents in Cover-I, he will be asked to provide it through Short fall documents folder in e-tendering portal. The bidder shall upload the requisite clarification / documents within time specified by HEC, failing which tender will be liable for rejection.

Cover-II: The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be intimated through portal. (Depending on Cover-I evaluation any changes in the date shall be intimated through e-tendering portal).

12.0 Disclaimer Clause:

Neither 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.

13.0 Please read carefully before you quote: -

1. Item is to be supplied as per the provided specifications.
2. Offer has to be quoted on FOR HMBP Stores, Ranchi basis. The rate quoted shall be inclusive of all packing & forwarding and exclusive of GST.
3. Validity – Minimum 90 days from the date of opening of tender.
4. Order will be under L.D. clause.
5. Price bid is to be uploaded as per BOQ of NIT.
6. Cylinder supply on basis of minimum 60 days.
7. Terms and condition in Annex A is to be submitted/uploaded along with Technical (Part-I) bid.

Note:

Instruction to Bidder: “This Procurement of goods/services under the reference tender is covered under public procurement policy 2017 & PPF/SME (2012) revised 16.09.2020 and herein after any further revisions”.

Scope of Supply

Supply of Liquid Oxygen in HHMBP/HEC Ltd. under Rate Contract for Six months and Rate Contract which can be extended for further **SIX MONTHS** with mutual consents.

SI No.	Description of Stores	Total Quantity	Requirement
1.	Liquid Oxygen as per IS 309-92 at 27°C temperature and 1 ATP with Purity 99.5% minimum. Each Cylinder minimum 09 Kg Oxygen Gas required	3780 Kg/42336 Cu.M (Total 420 Cylinder) Each Cylinder minimum 09 Kg Oxygen Gas required.	Supply of material shall be taken in phases wise as per our requirement.

Special Note:-

1. Price Quoted shall remain firm during the contractual period. Only firm Price is acceptable.
2. Conditional offer may not be considered.
3. The required statutory license like PESO/CCOE etc has to be arranged by the tenderer.
4. The successful tenderer has to enter into a Rate contract valid for **SIX MONTHS** for Supply of LOX and Rate Contract which can be extended for further **SIX MONTHS** with mutual consents.
5. The tenderer has to arrange all the statutory document /license like issue of Rule -18, 19 etc for the system as and when required during the contractual period.
6. The tenderer has to assure the supply of liquid oxygen on Two day advance intimation.
7. The firm has to provide Test certificate, Guarantee certificate for each consignments.
8. Measurement of Quantity: Difference of Wt. of Cylinder before and after decantation.

Criteria to decide L-1 firm.

1. The L-1 firm shall be decided on the basis of LANDED cost of Filled Liquid Oxygen Gas 3780 Kg/42336 Cu.M (Total 420 Cylinder) Each Cylinder minimum 09 Kg Oxygen Gas required.

NOTE:

1. The rate quoted shall be inclusive of all packing & forwarding. Freight charges to be mentioned separately, if applicable.
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. Any change on the taxes & duty structure beyond the delivery period will not be considered by HEC.
3. The rates quoted must be firm throughout the period of rate contract and the offers made must remain open for acceptance for **three** months from the date of opening of the tender.
4. Quotations erased or over written are likely to be rejected unless all corrections are authenticated with the tenderer's signature.
5. **Delivery**- Within 48 hours from the date of intimation, Or In phases as per requirement of Store/HMBP.
6. **Payment term**- 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 .

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
7. Full particulars i.e. specification, literature wherever applicable should be submitted along with the quotation. The offer should be completed in all respects along with supporting documents and technical literatures like catalogue, test charts, credentials list of customers similar items, performance feedback reports from users etc.
 8. The Corporation does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of tender or portion of the quantity offered and you shall supply the same at the rate quoted. The corporation reserves the right to reject any / all tender partly / cancel the tender without assigning any reason thereof.
 9. Order placed as a result of this tender will be subject to the Corporation's General Terms and Conditions of contract which can be down loaded from our website (www.hecltd.com).

10. 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.
11. **Tender Fee** – Tender fee Rs.200.00 will have to be deposited by demand draft from any nationalized bank in favour of Heavy Engineering Corporation Ltd. Ranchi. – 4 which is non refundable.
12. **Security Deposits** - Successful tenderers will have to deposit security equal to 5 percent of the contract value within the desired period. Failing this, the contract will be cancelled at the risk and expenses of the suppliers. The vendor should confirm its acceptance in techno-commercial bid.
13. **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.

18 **L.D. CLAUSE**

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 date specified therein. If the supplier fails to deliver the stores or any consignment there of within the period prescribed for such delivery, the Corporation shall be entitled at his option either:-

To recover from the supplier, liquidated damages and by way of penalty, a sum of 0.5% per week subject to max. of 10% of the price of any stores which the supplier has failed to deliver as aforesaid.

Or

To purchase from elsewhere, without notice to the supplier on the account and the risk of the supplier, the stores not delivered or other of similar description without cancelling the contract in respect of the consignment not yet due for delivery.

Or

To cancel the contract or a portion thereof, and if so, desired to purchase stores or similar / equivalent description at the risk & cost of supplier. In the event of action being taken under (a) or (c) above the contract on that account provides that the purchase or if there is an agreement to purchase then such agreement is made within six month of the date of such failure, But the supplier shall not be entitled to any gain on such purchase made against default. The manner and method of such purchase shall be at the entire discretion of the Corporation, whose decision will be final. It shall not be necessary for the purchaser to serve a notice of such repurchase on the defaulting supplier. This right shall be without prejudices to the right of the purchaser to recover damages for breach of the contract by the supplier.

In the event of the supplier's failure to have the stores delivered by the date/ dates specified in the contract, the purchaser may, at his discretion withhold any payment until the whole of the stores have been supplied and the buyer may also deduct from the seller as agreed, liquidated damages and not by way of penalty the sum of 0.5% of the contract price of the undelivered store for each and every week and part of a week for which the stores have been delayed subject to maximum of 10% of the value of delayed store, in case the delay in delivery is acceptable to the buyer.

- 19 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.
- 20 **Risk purchase clause** - If order is not executed within the scheduled delivery period then it will be the prerogative of HEC to procure this item at risk & cost of the firm.
- 21 **FORCE MAJEURE**
Force majeure is herein defined as any cause which is beyond the control of the Supplier or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the purchase order, such as:
 - (a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:
 - (b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

Provided either party shall within fifteen (15) days from the date of occurrence of such a cause notify the other in writing of such causes.

22. **GUARANTEE OF SUPPLIES:**

Guarantee: The supplier shall guarantee among other things the following :

- (a) Satisfaction of technical and other parameters mentioned in the specification and contract.
- (b) Quality and strength of materials used in the manufacture of the equipment considering the applicable codes of

practice and regulation.

- (c) Adequate factors of safety for all parts of the equipment to withstand the mechanical and/ or electrical stresses developed therein under specific operating conditions.
- (d) Performance data furnished/ specified for the equipment should be actually obtainable when the equipment is installed and tested at site.

23. RESOLUTION OF DISPUTE(s) by ARBITRATION

- i. The parties to the contract at the first instance shall endeavor to settle by mutual discussion all the questions of disputes all differences arising out of , or relating thereto, all in connection with this contract In the event of failure of settlement , the aggrieved party with prior written permission of other party , shall refer the unresolved dispute(s) or differences(s) to the chairman-cum-managing director of the company(HEC) for adjudication by a sole arbitrator to be appointed with mutual consent by him (CMD of the company) who(sole arbitrator) shall adjudicate the matter in accordance with the arbitration and conciliation act ,1996(For short “ACT”) and publish the award. The party shall have no objection if the sole arbitrator so appointed is an Ex- Employee of HEC, superannuated almost three years ago from the date of reference .If the sole arbitrator for any reason , whatsoever , becomes unable to proceed with the arbitration , the chairman-CUM-Managing Director of the company , with mutual consent of both the parties, shall appoint his successor arbitrator who may proceed with the reference from the stage it was left by the predecessor or subject to the provisions of the Act . The venue of the arbitration proceeding shall be at Ranchi in the State of Jharkhand alone.
- ii. The other provisions of arbitration & Conciliation act , 1996 , (As amended from time to time) especially as per the provisions of schedule V and schedule VII and sections 6 , 11(2), 12(5) should be considered during the appointment of sole arbitrator .
- iii. Law Governing contract-
 - (1)This contract shall be governed by the laws of India for the being in force.
 - (2)Irrespective of the place of delivery, the place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
 - (3)Jurisdiction of Courts: For any or all types of disputes arising out of the contract, the exclusive jurisdiction of the court (s) shall be Ranchi in the State of Jharkhand alone.
 - (4)Marking of Stores: The marking of the stores must comply with the requirements of the laws relating to Merchandise Marks for the time being in force in India.

24. General conditions of the contract :

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

- 25. 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 registered on RXIL (Receivable exchange of India – Mumbai).

NOTE:

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

(Mukesh Kumar)
Dy. Manager/HMBP
HEC Ltd., Ranchi

HEAVY ENGINEERING CORPORATION LIMITED
(A Government of India Enterprise)
HEAVY MACHINE BUILDING PLANT
MATERIALS MANAGEMENT DIVISION
P.O.DHURWA, RANCHI – 834004

E-mail : purhmbp@hecltd.com

Commercial Terms & Conditions:

Sl. No.		HEC Requirement	Bidders confirmation
1	Price Terms (F.O.R. HMBP/FFP)	F.O.R HMBP Stores	
2	Period of contract	Six Months from the date of Rate Contract and extension for further Six Months on mutual agreement.	
3	GST (rates as applicable) i. CGST.,ii. SGST., iii. IGST.	To be quoted separately.	
4	Payment Terms (Please Refer Point no. 6 of Note in annexure A)	100% payment along with taxes will be made against tax invoice within 60 days of receipt of material at destination duly inspected. For offered payment term other than as specified in NIT, interest @ 1% per month i.e., 12% per annum will be loaded on offered rate of the firm for calculating landed cost to decide L1 status.	
5	Delivery Schedule	Within 48 hours from the date of intimation, Or In phases as per requirement of Store/HMBP/FFP.	
6	Validity of offer	90 days	
7	Inspection	By QCA/HMBP/FFP at respective store against TC.	
8	Freight charges if Ex - Works	To be quoted separately in terms of Per Cylinder.	
9	Price variation clause	Not applicable	
10	Tender Fee of Rs. 200.00 (Non refundable)	DD in favour of Heavy Engineering Corporation Ltd. payable at State Bank of India, Ranchi alongwith Techno commercial Bid.	
11	Security Deposit 5% of basic order value (Mandatory)	To be deposited by successful bidder within 21 days after placement of order by HEC in form of bank guarantee in format of HEC.	
12	Quantity reservation clause	Increase of order quantity by 100% (to be accepted)	
13	Guarantee Certificate	To be provided by manufacturer along with each supply of materials.	
14	Insurance charges	At supplier end (firms scope).	
15	Test Certificate	To be provided by manufacturer along with each supply materials..	
16	Measurement of Quantity	Difference of Wt. Of Cylinder before and after decantation	
17	Unit conversion factor	1 Kg.= 11.2/CuM at 27°C and 1Atm.Pressure.	
18	L/D Clause Acceptable (Yes/No)	To be Accepted (As per NIT)	
19	Acceptance of Risk Purchase Clause (Yes/No)	To be Accepted as per NIT	
20	GCC of HEC	To be Accepted as per NIT	
21	All NIT terms & conditions are acceptable	Yes/No, if no then state the clause wise deviation	
22	GST no.	To be provided	
23	Status of Firm (MSME / NSIC/ SS)	To be provided	

(Sign & stamp of Tenderer)

BANK GUARANTEE FOR SECURITY DEPOSIT

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

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

DEAR SIR,

IN CONSIDERATION OF YOUR AGREEING TO ACCEPT THE SECURITY DEPOSIT OF RS.'amount'.....
FURNISHABLE TO YOU BY M/S 'firms name'..... (HEREINAFTER REFERRED TO AS CONTRACTOR) IN TERMS
OF THE CONTRACT NO.'HEC's purchase order no'.....FOR SUPPLY OF 'details of
items'.....(HEREINAFTER REFERRED TO AS THE 'CONTRACT') IN THE FORM OF A BANK GUARANTEE IN THE MANNER
HEREINAFTER CONTAINED WE.....'bank details'..... BRANCH, HAVING REGISTERED OFFICE AT 'place'..... DO HEREBY
COVENANT AND AGREE WITH YOU AS FOLLOWS:

1. WE HEREBY UNDERTAKE TO INDEMNIFY YOU UP TO A SUM OF RS.'amount'.....(RUPEES 'amount in words'.....) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY YOU OR THAT MAY CAUSED TO OR SUFFERED BY YOU BY REASON OF ANY BREACH OR BREACHES ON THE PART OF THE CONTRACTOR OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID CONTRACT AND IN THE EVENT THE CONTRACTOR SHALL MAKE ANY DEFAULT OR DEFAULTS IN CARRYING OUT ANY OF THE WORKS UNDER THE SAID CONTRACT OR OTHERWISE IN THE OBSERVANCE AND PERFORMANCE OF ANY OF THE TERMS AND CONDITIONS RELATING THERETO IN ACCORDANCE WITH THE TRUE INTENT AND MEANING THEREOF, WE SHALL FORTHWITH ON DEMAND AND WITHOUT ANY PROTEST OR DEMUR PAY TO YOU SUCH SUM OR SUMS NOT EXCEEDING IN TOTAL THE SAID SUM OF RS.'amount'.....(RUPEES 'amount in words'.....) AS MAY BE CLAIMED BY YOU AS YOUR LOSSES AND / OR DAMAGES, COSTS, CHARGES OR EXPENSES BY REASON OF SUCH DEFAULT OR DEFAULTS ON THE PART OF THE CONTRACTOR.
2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS GUARANTEE YOUR DECISION AS TO WHETHER THE CONTRACTOR HAS MADE ANY SUCH DEFAULT OR DEFAULTS AND THE AMOUNT OR AMOUNTS TO WHICH YOU ARE ENTITLED BY REASONS THEREOF WILL BE BINDING ON US AND WE SHALL NOT BE ENTITLED TO ASK YOU TO ESTABLISH YOUR CLAIM OR CLAIMS OR DAMAGES OR LOSSES SUFFERED BY YOU BUT WILL PAY THE AMOUNT DEMANDED BY YOU UNDER THIS GUARANTEE FORTHWITH ON YOUR DEMAND WITHOUT ANY PROTEST OR DEMUR.
3. THIS GUARANTEE SHALL CONTINUE AND HOLD GOOD UNTILL IT IS RELEASED BY YOU ON THE APPLICATION BY THE CONTRACTOR AFTER EXPIRY OF THE RELATED WARRANTY PERIOD OF THE SAID CONTRACT AND AFTER THE CONTRTACTOR HAVE DISCHARGED ALL THEIR OBLIGATIONS UNDER THE SAID CONTRACT AND PRODUCED A CERTIFICATE OF DUE COMPLETION OF THE WORK UNDER THE SAID CONTRACT AND SUBMITTED A 'NO DEMAND CERTIFICATE' PROVIDED ALWAYS THAT THIS GUARANTEE SHALL IN NO EVENT REMAIN IN FORCE AFTER THE DATE OF ...'date'..... WITHOUT PREJUDICE TO YOUR CLAIM OR CLAIMS ARISEN AND DEMANDED FROM OR OTHERWISE NOTIFIED TO US IN WRITING BEFORE THE EXPIRY OF SIX MONTHS FROM THE SAID DATE WHICH WILL BE ENFORCEABLE AGAINST US NOTWITHSTANDING THAT THE SAME IS OR ARE ENFORECED AFTER THE SAID DATE.
4. WE 'bank name'....., FURTHER UNDERTAKE TO EXTEND THE VALIDITY OF THIS BEYOND THE PERIOD PRESCRIBED IN CLAUSE 3 OR AS EXTENDED FROM TIME TO TIME, FOR SUCH FURTHER PERIOD AS MAY BE REQUIRED IN WRITING BEFORE THE EXPIRY OF THIS AND UPON SUCH EXTENSION(S), ALL TERMS AND CONDITIONS OF THIS SHALL REMAIN IN FULL FORCE TILL THE EXPIRY OF THIS EXTENDED PERIOD(S).
5. YOU WILL HAVE THE FULLEST LIBERTY WITHOUT AFFECTING THIS GUARANTEE FROM TIME TO TIME TO VARY ANY OF THE TERMS AND CONDITIONS OF THE SAID CONTRACT OR EXTEND THE TIME OF PERFORMANCE OF THE CONTRACTOR OR TO POSTPONE FOR ANY TIME OR FROM TIME TO TIME ANY OF YOUR RIGHTS OR POWERS AGAINST THE CONTRACTOR AND EITHER TO ENFORCE OR FOREBEAR TO ENFORCE ANY OF THE TERMS AND CONDITIONS OF THE SAID CONTRACT AND WE SHALL NOT

6. BE RELEASED FROM OUR LIABILITY UNDER THIS GUARANTEE BY THE EXERCISE OF YOUR LIBERTY WITH REFERENCE TO MATTERS AFORESAID OR BY REASON OF ANY TIME BEING GIVEN TO THE CONTRACTOR OR ANY OTHER FORBEARANCE , ACT OR OMISSION ON YOUR PART OR ANY INDULGENCE BY YOU TO THE CONTRACTOR OR BY ANY OTHER VARIATION OR MODIFICATION OF THE SAID CONTRACT OR ANY OTHER ACT, MATTER OR THINGS WHATSOEVER, WHICH, UNDER THE LAW RELATING TO SURETIES, WOULD BUT FOR THE PROVISIONS HEREOF, HAVE THE EFFECT OR SO RELEASING US FROM OUR LIABILITY HEREUNDER PROVIDED ALWAYS THAT NOTHING HEREIN CONTAINED WILL ENLARGE OUR LIABILITY HEREUNDER BEYOND THE LIMIT OF RS.'amount'.....(RUPEES*'amount in words'*.....) AS AFORESAID OR EXTEND THE PERIOD OF THE GUARANTEE BEYOND THE SAID DATE OF ...'date'.... UNLESS EXPRESSLY AGREED TO BY US IN WRITING IN TERMS OF CLAUSE 4 HEREOF.
7. THIS GUARANTEE SHALL NOT IN ANY WAY BE AFFECTED BY YOUR TAKING OR VARYING OR GIVING UP ANY SECURITIES FROM THE CONTRACTOR OR ANY OTHER PERSON, FIRM OR COMPANY ON ITS BEHALF OR BY THE WINDING UP, DISSOLUTION, INSOLVENCY OR DEATH AS THE CASE MAY BE OF THE CONTRACTOR.
8. IN ORDER TO GIVE FULL EFFECT TO THE GUARANTEE HEREIN CONTAINED, YOU SHALL BE ENTITLED TO ACT AS IF WE ARE YOUR PRINCIPAL DEBTORS IN RESPECT OF ALL YOUR CLAIMS AGAINST THE CONTRACTOR HEREBY GUARANTEED BY US AS AFORESAID AND WE HEREBY EXPRESSLY WAIVE ALL OUR RIGHTS OF SURETYSHIP AND OTHER RIGHTS, IF ANY, WHICH ARE IN ANY WAY INCONSISTENT WITH ANY OF THE PROVISIONS OF THIS GUARANTEE.
9. SUBJECT TO THE MAXIMUM LIMIT OF OUR LIABILITY AS AFORESAID THIS GUARANTEE WILL COVER ALL YOUR CLAIM OR CLAIMS AGAINST THE CONTRACTOR FROM TIME TO TIME ARISING OUT OF OR IN RELATION TO THE SAID CONTRACT AND IN RESPECT OF WHICH YOUR CLAIM IN WRITING IS LODGED ON US BEFORE EXPIRY OF SIX MONTHS FROM THE DATE OF EXPIRY OF THIS GUARANTEE.
10. ANY NOTICE BY WAY OF DEMAND OR OTHERWISE HEREUNDER SHALL BE IN WRITING AND MAY BE SENT BY SPECIAL COURIER, SPEED POST OR TELEFAX TO US AT OUR LOCAL ADDRESS AS AFORESAID.
11. THIS GUARANTEE AND THE POWERS & PROVISIONS HEREIN CONTAINED ARE IN ADDITION TO AND NOT BY WAY OF LIMITATION OF OR SUBSTITUTION FOR ANY OTHER GUARANTEE OR GUARANTEES HERETOFORE GIVEN TO YOU BY US WHETHER JOINTLY WITH OTHERS OR ALONE AND NOW EXISTING UNCANCELLED AND THAT THIS GUARANTEE IS NOT INTENDED TO AND SHALL NOT REVOKE OR LIMIT SUCH GUARANTEE OR GUARANTEES.
12. THIS GUARANTEE SHALL NOT BE AFFECTED BY ANY CHANGE IN THE CONSTITUTION OF THE CONTRACTOR OR US NOR SHALL IT BE AFFECTED BY ANY CHANGE IN YOUR CONSTITUTION OR BY ANY AMALGAMATION OR ABSORPTION THEREOF OR THEREWITH BUT WILL ENSURE FOR THE BENEFIT OF AND BE AVAILABLE TO AND ENFORCEABLE BY THE ABSORBING OR AMALGAMATED COMPANY OR CONCERN.
13. THIS GUARANTEE IS IRREVOCABLE DURING THE PERIOD OF ITS CURRENCY AND SHALL NOT BE REVOKED WITHOUT YOUR PREVIOUS CONSENT IN WRITING.
14. WE FURTHER AGREE AND UNDERTAKE TO PAY YOU THE AMOUNT DEMANDED BY YOU IN WRITING IRRESPECTIVE OF ANY DISPUTE OR CONTROVERSY BETWEEN YOU AND THE CONTRACTOR OR ANY REFERENCE TO ARBITRATION OF THE SAID DISPUTE / CONTROVERSY PENDING OR A CIVIL SUIT FILED BY THE CONTRACTOR IN RESPECT OF THE DISPUTE OR CONTROVERSY.
15. NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE OUR LIABILITY UNDER THIS GUARANTEE IS RESTRICTED TO RS.'amount'.....(RUPEES*'amount in words'*.....) AND THIS GUARANTEE SHALL REMAIN IN FORCE UNTILL'date'.... UNLESS A WRITTEN CLAIM IS LODGED ON US FOR PAYMENT UNDER THIS GUARANTEE WITHIN SIX MONTHS FROM THE DATE OF EXPIRY OF THIS GUARANTEE i.e. ON OR BEFORE ...'date' + '6 month'..... ALL YOUR RIGHTS UNDER THIS GUARANTEE SHALL BE FORFEITED AND WE SHALL BE DEEMED TO HAVE RELEASED AND DISCHARGED FROM ALL LIABILITIES THEREUNDER. IRRESPECTIVE OF WHETHER OR NOT THE ORIGINAL GUARANTEE IS RETURNED TO US.
16. WE HAVE POWER TO ISSUE THIS GUARANTEE IN YOUR FAVOUR UNDER THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE BANK AND THE UNDERSIGNED HAS FULL POWER TO EXECUTE THIS GUARANTEE UNDER THE POWER OF ATTORNEY GRANTED TO THEM BY THE BANK.

FOR AND ON BEHALF OF

'name of bank'

'signature with seal'