



ISO 9001 Company

Heavy Engineering Corporation Limited

(A Govt. of India Enterprise)

Heavy Machine Building Plant

OPEN TENDER ENQUIRY

TENDER DOCUMENTS

COMPLETE FABRICATION OF STRUCTURAL STEEL MATERIALS PROCURED FROM CUSTOMER APPROVED SHOP INCLUDING PAINTING, INSPECTION, PACKING & MARKING AND PROPER LOADING ON TRANSPORTING VEHICLE AS PER APPROVED MQP AT HECL'S WORK SPACE.



HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED
PO – DHURWA, RANCHI



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No. ACD/HMB/20/WC/2109/OTE-5995

Dt 14.02.2020

OPEN TENDER ENQUIRY

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned below), for the subject fabrication work on lump sum turnkey basis by the undersigned on the behalf of Heavy Engineering Corporation Limited as per the tender document. Following points relevant to the tender may please be noted and complied with.

Sl. No.	Work Description	Weight (in MT)
1.	<p>Scope of work shall be:- Fabrication work on Lump Sum Turnkey Basis</p> <p>FABRICATION OF STRUCTURAL STEEL MATERIALS PROCURED FROM CUSTOMER APPROVED SHOP INCLUDING PAINTING AS PER HECL/BHEL DRAWINGS AND APPROVED MQP AT HECL'S WORK SPACE, INSPECTION BY HECL/BHEL, PACKING & MARKING AND PROPER LOADING ON TRANSPORTING VEHICLE.</p> <p>(Detailed scope of work as per Annexure-1)</p>	2000 MT

Schedule of Tender receipt : by 28/02/2020, upto 1:00 PM
Opening of tender : on 28/02/2020 at 3:00 PM
Tender Fee (Non-refundable) : Rs 10000/- in the form of DD in favor of Heavy Engineering Corporation Ltd, payable at SBI, Hatia, Ranchi
EMD : Rs. 15,60,000/- in the form of D.D./BG in favor of Heavy Engineering Corporation Ltd, payable at SBI, Hatia, Ranchi

Note - Exemption of Tender Fee & EMD shall be applicable on submission of valid SSI/NSIC/MSME certificate and as per Govt rules.



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SL NO	ISSUE	DESCRIPTION	
1	TENDER NUMBER	ACD/HMB/20/WC/2109/OTE-5995 Dt 14.02.2020	
2	Broad Scope of job	<p>FABRICATION OF STRUCTURAL STEEL MATERIALS PROCURED FROM CUSTOMER APPROVED SHOP INCLUDING PAINTING AS PER HECL/BHEL DRAWINGS AND APPROVED MQP AT HECL'S WORK SPACE, INSPECTION BY HECL/BHEL, PACKING & MARKING AND PROPER LOADING ON TRANSPORTING VEHICLE.</p> <p>(Detailed scope of work as per Annexure-1)</p>	
3	DETAILS OF TENDER DOCUMENT		
A		<i>Pre Qualification and Instructions</i>	<i>Applicable</i>
B		<i>Technical & Special Conditions of Contract / Scope of Work)</i>	<i>Applicable</i>
C		<i>Special conditions of contract (Service)</i>	<i>Applicable.</i>
D		<i>Forms & Procedures</i>	<i>Applicable.</i>
E		<i>Price Schedule</i>	<i>Applicable.</i>
4	ISSUE OF TENDER DOCUMENTS	a) In HECL website (www.HECL.com) & CPP Portal	a) <i>Applicable</i>
		Start date of the tender : 14.02.2020	
5	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 28.02.2020 , Time: 1:00 PM</p> <p><i>The bidder should respond by submitting their offer in hard copy only</i></p> <p><i>Offers are invited in two-parts only.</i></p> <p><i>Bids through email/fax shall not be accepted.</i></p>	<i>Applicable.</i>
6	OPENING OF TENDER	<p>Date: 28.02.2020 , Time: 3.00 PM</p> <p>Note(s):</p> <p>(1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time.</p>	<i>Applicable.</i>
7	EMD AMOUNT	Rs. 15,60,000/-	<i>Applicable</i>
8	COST OF TENDER	Rs. 10000/-	<i>Applicable</i>



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9	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 26.02.2020 , Time:1:00 PM</i> <i>Along with soft version also, addressing to undersigned & to others as per contact address given below</i>	<i>Applicable.</i>
10	INTEGRITY PACT		<i>Applicable</i>
11	Latest updates	Latest updates on the important dates, Extension of Tender , Amendments, Correspondences, Corrigendum, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in HECL webpage (www.HECL.com) & CPP Portal only . Bidders to keep themselves updated with all such information.	<i>Shall be intimated to bidder</i>

SUBMISSION OF OFFER

The complete tender is to be submitted in a separate sealed envelope super scribing the tender no., before the scheduled date of submission of tender in the tender box at the office of ACD/ HMBP, Room no. 28, HMBP ADM Building, HEC Ltd, Ranchi 4. If the tender is bulky & voluminous the tenders are to be submitted at office of MM/HMBP.

The offer has to be given in two part bids. Part-1 of the offer will contain the technical and commercial aspects as asked for in part-I (Annex 1,2,3,4,6,7) of the enquiry. This completed schedule along with EMD & Tender Fee will form Part-I of the offer. This Part-I should be kept in one envelope (Envelop 1) and super scribed name of enquiry and "Techno-Commercial Bid (Part-I)" over the envelope. Part-II of the offer will contain Price Bid (Annex 5) which is to be given in the format as given as Part-II of the enquiry. This price bid should be kept in a separate envelope (Envelop 2) and superscribe name of the enquiry and Price Bid Part-II over the envelope. Both the sealed envelopes should be kept in one single envelope and super scribe name of the enquiry and opening date over this envelope also mention part I & II over this envelope. The completed offer must reach us on or before **28/02/2020 upto 1:00 PM.**

Part (I) and Part (II) should be submitted strictly in the format given in this enquiry.



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PRE QUALIFICATION AND INSTRUCTIONS

1. **SCOPE OF WORK :** TOTAL 2000 MT LUMP SUM TURNKEY BASIS.
FABRICATION OF STRUCTURAL STEEL MATERIALS PROCURED FROM CUSTOMER APPROVED SHOP INCLUDING PAINTING AS PER HECL/BHEL DRAWINGS AND APPROVED MQP AT HECL'S WORK SPACE, INSPECTION BY HECL/BHEL, PACKING & MARKING AND PROPER LOADING ON TRANSPORTING VEHICLE.

(Detailed scope of work as per **Annexure-1**)

Facilities provided by the HEC:-

Space & Electricity

Responsibilities of Contractor:-

- a) Manpower
- b) Material (Angle, Channel, Plate, Beam, Chequered plateetc)
- c) Welding M/c of suitable specification & accessories with all necessary equipments.
- d) Consumables (DA Gas, Oxygen Gas, Co2 Gas, Electrodes, Co2 wire ...etc)
- e) Gas Cutting m/c, Grinding m/c, Drilling m/cetc
- f) Material handling equipments.
- g) Qualified manpower for shot blasting & Painting with all necessary equipments.
- h) Shot blasting facilities to be arrange by contractor.
- i) Any other machine/facilities required to do the work.

2. **QUALIFICATION CRITERIA.**

- a) Bidder should have average minimum annual financial turnover of Rs. 3.94 Crore, during last 3 (three) years, ending on 31.03.2019
- b) The bidder should have executed structural steel fabrication work of above capacity within the preceding 07 years as on the date of techno-commercial bid opening in any of the following manner:
 - I. One order having contract value not less than Rs. 10.51 Crore.
 - II. Two order having contract value not less than Rs. 6.57 Crore.
 - III. Three order having contract value not less than Rs. 5.26 Crore.

Or

Bidder should have executed structural steel fabrication not less than one order 1000 MT within a common period of twelve consecutive months within a period of last seven (07) years ending on the latest date of bid submission.

- c) Bidder should have NDT & inspection facilities with qualified inspector.
- d) Integrity Pact to be submitted along with Techno Commercial Offer.



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3. **The Tenderer shall submit along with his Tender the following:**

- a) Self-attested Photostat copy of Registration Certificate, if any, from Central or State Government, P.W.D., M.E.S., Railways or any Public Sector undertakings.
- b) Certificate from any Scheduled Bank to prove his financial ability to undertake the work.
- c) Proof of technical & organizational competence to execute the work.
- d) Auditor's Report/ Chartered Accountant's report/ Annual Report Balance Sheet etc. for last three years ending 31.03.2019
- e) Self-attested Photostat copy of Registration under Employees Provident Fund and Miscellaneous Provisions Act 1952. In case tenderers who does not possess an independent provident fund code number, issued by the Employees' Provident Fund Organisation, Govt. of India, in their name they shall submit an undertaking to obtain the same after award of work .
- f) Details of jobs undertaken (On-hand & Completed) with necessary proof and completion certificate indicating performance of the bidder.
- g) Details of construction Plants and Equipments available with the Tenderer for using in this work shall be furnished.
- h) Self-attested Photostat copy of GST Registration certificate as applicable and PAN card.
- i) Self-attested Photostat copy of Notarized Power of Attorney by Competent Authority or Board of Director's resolution authorizing the individual(s), to negotiate.
- j) Self attested copy of Employees State Insurance (ESI) registration indicating their Code No. In case same is not available, the Tenderer shall submit a letter of undertaking stating that ESI registration certificate will be submitted by them before Award of Contract.

4. **Full information shall also be given by the tenderer in respect of the following:**

- a) **In case of Partnership firms:** 1) the names of all partners and their addresses. 2) The financial status of the firm and its partners. 3) Previous experience of the firm and its partners. 4) Self-attested Copy of Partnership deed 5) A Self-attested Copy of latest Annual audited profit & loss statement. 6) Self-attested Copy of the registration certificate issued by the Registrar of Firms/ Appropriate Authority. 7) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.
- b) **In case of Companies:** 1) Date and place of Registration, including Commencement Certificate in case of Public Limited Companies. Self-attested Copy of the Certificate of Incorporation issued by the Registrar of Companies/ Appropriate Authority. Certified copies of Memorandum and Articles of Association are also to be furnished. 2) Nature of business carried out by the Company including Sl.No. of the relevant provisions of its Memorandum relating thereto. 3) Names and



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particulars, including addresses of all the Directors. 4) Previous experiences of Company and Directors in similar project as well as work. 5) Relevant credentials with Reference list. 6) A Self-attested copy of latest annual report. 7) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

5. RESPONSIBILITIES OF SUCCESSFUL BIDDER

- a) The successful bidder shall be exclusively responsible for all such personnel engaged on the works for such matters as payment of salary, wages, bonus and compensation in event of death and accident. No claim on this account shall be claimable by successful bidder from HEC nor it shall be payable to them.
- b) Successful bidder shall be responsible for any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the successful bidder will be responsible to re-investigations etc. as required without any extra cost implication on HEC.
- c) The Successful bidder shall appoint/depute and notify a team of well qualified Technical personnel from his organization having good knowledge of the subject to carry out the work and to represent the successful bidder in all the meetings/ presentations with HEC and the client BHEL as and when required. The successful bidder shall also appoint/depute one engineer having good knowledge of the subject and all activity related to design/drawing as nodal officer for the Project.
- d) The contractor will be responsible for keeping all the machine tools & surrounding areas clean from chips and the chips will be collected at one place specified for it.
- e) Statutory rules like PF deduction, group insurance, bonus etc. for the man power employed by contractor is to be followed.
- f) Safety rules to be followed and safety appliance as suggested by safety department /HMTP is to be provided by the contractor.
- g) Contractor has to ensure that the workers engaged by him are paid in accordance with latest minimum wages act of the Government.

6. INFORMATION AND INSTRUCTION FOR TENDERER

- a) **HECL Site Visit:** HECL Site Visit shall be allowed upon contact to the office of HMBP/Purchase on any working day from 9 AM to 5 PM.



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- b) **The bidder should sign each page of the tender paper** on due examination of the same, as acceptance of NIT terms and conditions.
- c) The related structural drawings shall be supplied after award of the work in phase wise manner.
- d) The tender should be typed written or filled in neatly. Overwriting should be avoided, correction to be made by neatly crossing, initialing, dating and rewriting.
- a) The department, however reserves the right to restrict the list of qualified bidders to any number deemed suitably by it ; and also reserves the right to accept or reject any application to annual the qualification process and reject all application at any time, without assigning any reason or incurring any liabilities to the tenderers.
- b) Even though a bidder may satisfy the above requirements, he would be liable to disqualification if he has;
 - a. Made misleading or false representation or deliberately suppressed the information in the form of statements and enclosures required for qualifying document.
 - b. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/ weakness etc.
- c) If at any time after award/start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, HEC shall give notice in writing to this effect to the bidder and the bidder shall have no claim for any payment of compensation.
- d) **LABOUR LAWS TO BE COMPLIED WITH BY THE CONTRACTOR – “as applicable under laws”**
- e) **AGREEMENT**
The successful bidder will be required to sign Integrity Pact (as per annexure-7) with HEC on non- judicial stamp of value not less than Rs. 100 only as per HEC’s format of Agreement. The same has to be submitted along with Techno -Commercial Offer.



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SPECIAL NOTE

1. Your offer & documents submitted along with offer shall be signed & stamped in each page by your authorized representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
2. The credentials/documents submitted towards compliance of Pre-qualification requirement shall be signed & stamped by the authorized signatory and duly placed in **Envelope-1**.
3. All documents/ Annexures submitted with the offer shall be properly attached and numbered. HECL shall not be responsible for any missing documents.
4. No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall be considered by HECL. However in case of any deviation indicated in the prescribed format shall call for necessary Loading for evaluation.
5. HECL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. HECL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also HECL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD, as applicable). However, HECL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
6. Since the job shall be executed at the HEC premises, bidders must visit HEC work area and study the facilities available, availability of resources, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by HECL in future, on account of non-acquaintance of above.
7. For any clarification on the tender document, the bidder may seek the same in writing, through e-mail within the scheduled date for seeking clarification, from the office of the undersigned. HECL shall not be responsible for receipt of queries after due date of seeking clarification due to any delay. Any clarification / query received after last date for seeking clarification may not be normally entertained by HECL and no time extension will be given.



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8. HECL may decide holding of pre-bid discussion [PBD] with all intending bidders. The date of the same may be communicated if required.
9. In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by HECL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by HECL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by HECL, shall form part of tender document.
10. In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of HECL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by HECL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer else HECL's interpretation shall prevail & binding on you.
11. Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender/corrigendum if any.
12. Bidders shall submit Integrity Pact Agreement (Annx 7, Duly signed by authorized signatory who signs in the offer), along with techno - commercial bid. This pact shall be considered as a preliminary qualification for further participation.
13. The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-1 (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. HECL reserves the right not to consider offers of parties under HOLD. HECL's decision in this regard shall be final & binding.
14. The date & time to open the PRICE BID, tender opening shall be intimated to the bidders and shall be opened in the presence of the authorized representative of the bidders qualified.
15. Validity of the offer shall be for **90 days** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
16. Bidders are required to submit their **BEST** price as per tender Price Schedule format in Envelope-2 (Annex -5) only.
17. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
18. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.



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19. The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped/ digitally signed (as applicable) by the authorized signatory and indexed. In case HECL requires any other documents/proofs, these shall be submitted immediately.
20. The bidder may have to produce original document for verification if so decided by HECL.
21. Integrity commitment, performance of the contract and punitive action thereof:
- a) Commitment by HECL:
HECL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. HECL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
 - b) Commitment by Bidder/ Supplier/ Contractor:
The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ HECL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to HECL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post- execution stage includes in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.HECL.com and/ or under applicable legal provisions.



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22. Corrigendum/ corrigendum/ extension/ addendum, if any, pertaining to this tender will be published in the web sites CPP Portal, www.hecltd.com, or will be issued directly to you, as applicable.
23. Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.
24. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on HECL Website (www.hecltd.com).
25. It may please be noted that applicable Guidelines/Rules in respect of Suspension of business dealings, Vendor Evaluation formats, quality, safety and HSE guidelines, standard T&P hire charges of HECL etc. may undergo change from time to time and the latest one shall be followed. Latest applicable "Guidelines for Vendor Evaluation" is web based, quality, safety & HSE"; standard T&P hire charges shall be available at site and shall be given to the successful vendors/ subcontractors during execution.
26. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial) in their original offer can not be altered / withdrawn by their own during the processing of tender.
27. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants /service providers shall strictly adhere to HECL Fraud Prevention Policy displayed on HECL website <http://www.hecltd.com> and shall immediately bring to the notice of HECL management about any fraud or suspected fraud as soon as it comes to their notice.

28. Rights of HECL:

To withdraw any portion of work and/or to restrict / alter the quantum of work as indicated in the contract during the progress of work and get it done through other agency and/or by departmental labour to suit HECL's commitment to its customer or in case HECL decides to advance the date of completion due to other emergency reasons / HECL's obligation to its customer.

To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 15 days' by HECL in any of the following cases:

- i) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does



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- not appear to be executable within balance available (#) period considering its performance of execution.
- ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - iii) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
 - iv) Termination of Contract on account of any other reason (s) attributable to Contractor.
 - v) Assignment, transfer, subletting of Contract without HECL's written permission.
 - vi) Non-compliance to any contractual condition or any other default attributable to Contractor.
- (#) In-case inputs from HECL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In-case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.



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Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
 - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
 - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case HECL's contract with their customers are terminated for any reason.



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TECHNICAL AND SPECIAL TERMS OF CONTRACT

- 1.0 **NAME OF JOB**
FABRICATION OF STRUCTURAL STEEL MATERIALS PROCURED FROM CUSTOMER APPROVED SHOP INCLUDING PAINTING AS PER HECL/BHEL DRAWINGS AND APPROVED MQP AT HECL'S WORK SPACE, INSPECTION BY HECL/BHEL, PACKING & MARKING AND PROPER LOADING ON TRANSPORTING VEHICLE.
- (Detailed scope of work as per **Annexure-1**)
- 2.0 **BROAD SCOPE OF JOB**
- 2.1 The scope of supply job under this contract covers procurement of raw material from customer approved supplier and fabrication as per scope of work (**Annexure 1**).
- 2.2 The bidders scope of work is till the loading of the material for transportation. The bidder shall match mark and duly package the material for transportation. Loading of the packaged material shall be done by the bidder.
- 2.3 While some portion of Structures, mainly auxiliary support, small beam & inserts, share key's etc are planned to be fabricated at site, rest of the Structures listed above are expected to be supplied as pre- fabricated product through HECL/BHEL/NTPC approved shop following the approved manufacturing quality plan. Basic Design Drawing will be provided by HECL.
- 3.0 **SUPPLY OF FABRICATED STRUCTURES**
- 3.1 The job is to be carried out under the scope of these specifications is broadly as under:
- 3.2 All the steel structures (excluding auxiliary support, small beam & inserts, share key's) need to be fabricated in HECL Work Shop.
- 3.3 Material required for the fabrication job (excluding auxiliary support, small beam & inserts, share key's with allied Stainless Steel liners which are to be fabricated at site) for the scope i.e Chq. Plates/MS plates, Flats/ beams/ channel/, angles etc. (rolled sections), etc. have to be arranged by the bidder within his quoted price and all required material to be sourced only from HECL/NTPC approved suppliers namely SAIL, JINDAL, RINL, ESSAR and others approved list of NTPC for NKSTPP Project.
- 3.4 Unloading and Receipt of structural steel raw materials from vehicles of supplier using bidder's own T & P and manpower at bidder's facilities / workshop/ factory, stacking, stock keeping, watch & ward etc.
- 3.5 Fabrication, welding, destructive, non-destructive and any other tests as per approved QP /FQP/ HECL/BHEL/NTPC requirement.
- 3.6 Steel sections shall be blast cleaned for making surface conforming to Sa 2 ½ finish of ISO 8501-1 with surface profile 40-60 Micron and provided Primer coat on steel sections with two component moisture curing zinc (ethyl) silicate primer coat (having minimum 80% of metallic Zinc content in dry film, solid by volume minimum 60% ±2%) of minimum 70 micron DFT, including touch-up painting, etc all complete. The primer coat shall be applied in shop immediately after blast cleaning by airless spray technique. Zinc dust composition and properties shall be Type-II as per ASTM D520-00 complete as per specification, drawings and instructions of the Engineer.
- OR
- Steel sections shall be blast cleaned for making surface conforming to Sa 2 ½ finish of ISO 8501-1 and provided with epoxy resin based zinc phosphate primer in coats of minimum 50



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- micron (DFT) at shop and 50 micron (DFT) after erection, including touch-up painting, mist coat, additional water sprinkling etc all complete.
- 3.7 The primer coat shall be applied in shop / workshop/ factory immediately after shot blast cleaning using copper slag media by Airless spray technique on structural steel made from mild steel conforming to IS:2062, pipes conforming to IS:1161/IS:1239, chequered plate conforming to IS:3052 and mild steel rounds involving rolled sections (including mild steel rounds), built up sections fabricated out of plates, rolled sections and combination of plates and rolled sections, in columns, beams, junction towers, trestles, conveyor galleries, gantry girders, bunkers, silos, hoppers, roof trusses, portals, laced purlins, space frames, shear connectors, hangers, struts, monorails, galleries, stiffeners, wall beams, sheeting runners, brackets, stub columns, bracings, cleats, trestles, base plates, splice plates, gratings, chequered plate flooring, decking and seal plates, diaphragm, steel frame grid over false ceiling, walkway platforms, ladders, stairs, stringers, treads, landings, hand-rails, toeplates, MS Rungs, insert plates, edge angles - embedments, lugs, posts, stays, louvers, lacings, gusset plates, safety chains for walkways adjacent to crane girders etc.
- 3.8 Straightening, making cutting plan, cutting, bending, rolling, grinding, drilling, bolting, temporary pre assembly- full length column height (Trial assembly), edge preparation, preheating (min preheat and inter-pass temperature of 20 degree C for welding over 20 mm and upto 40 mm & 66 degree C for welding over 40 mm and upto 63 mm & 110 degree C for thickness over 63 mm & use of low hydrogen/ radiogenic electrodes), post heating, testing of welders, inspection of welds, visual inspection, non destructive and special testing, rectification and correction of defective welding works, production test plate, inspection and testing as per erection scheme.
- 3.9 Intermediate coat (applying with airless spray technique) of two component polyamide cured epoxy with MIO Content (containing lamellar MIO minimum 30% on pigment, solid by volume minimum 80% \pm 2%) of minimum 100 micron DFT. This coat shall be applied in shop after an interval of minimum 24 hours (from the application of primer coat) by airless spray technique including protection and cleaning, scaffolding etc. all complete as per specification for all structures . Intermediate coat paints shall be from same manufacturer and the paints shall have compatibility with one another.
- 3.10 Finish Coat of two pack aliphatic Isocyanate cured acrylic finish paint (solid by volume minimum 55% \pm 2%) with Gloss retention (SSPC Paint Spec No 36, ASTM D 4587, D 2244, D 523) of Level 2 (after minimum 1000 hours exposure, Gloss loss less than 30 and colour change less than 2.0 Δ E) and minimum 70 micron DFT including protection and cleaning, scaffolding , touch up painting etc. all complete as per specification for all structures . This coat shall be applied at shop after an interval of minimum 10 hours and within six (6) months (from the completion of Intermediate coat), Colour and shade of the coat shall be as approved by HECL/BHEL / NTPC.
- 3.11 The total thickness of finished product at workshop (Primer 70 microns + Intermediate Coat 100 microns + Finish Coat 70 microns = 240 microns).
- 3.12 Trial Pre assembly activity will be at HECL as required by HECL/BHEL/NTPC. HECL may visit for inspecting the Trial Pre assembly activity at shop.
- 3.13 Inspection of finished product will be conducted as per customer HECL/BHEL/NTPC requirement as mentioned in customer approved Quality Plan.



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4.0 SPECIFIC CONDITIONS FOR SUPPLY OF FABRICATED STRUCTURES

- 4.1 Bidder shall mobilize further resources at workshop as per requirement to commence the job of fabrication, testing, shot blasting, painting etc. to match schedule of the project.
- 4.2 Material required for the entire job for the completion of entire scope Chq. Plates/MS plates, Flats/ beams/ channel/, angles etc. (rolled sections), Stainless steel liner, bolts, nuts, washers etc. have to be arranged by the bidder. The total quantity of steel required for the job will be calculated from the approved fabrication drawings including laps, chairs and lugs. In case any such sectional weights are not available in the above documents, the manufacturer recommendation / HECL Engineer instruction/Indian Standard Code recommendation shall be binding. BHEL/HECL reserves the right to reject any material not found satisfactory.
- 4.3 The bidder shall procure raw material / components / sub-assemblies only from HECL / BHEL/NTPC approved vendors namely from SAIL, RINL or JINDAL or others NTPC approved list for NKSTPP directly and shall be backed up with required correlated test certificates. In case of procurement from Sole Selling Agents / Authorized Dealers of these suppliers, supporting correlated test certificates of manufacture shall be furnished. In the absence of such certificates, tests as per the governing specifications shall be arranged in independent test house / laboratory approved by HECL/BHEL / NTPC for NKSTPP Project by the bidder at his own cost.
- 4.4 The bidder shall abide fully by all the clauses of Shop inspection and tests covered in the Technical Specification, attached with this tender. HECL reserves the right to consider any stage of inspection / test as a "Hold Point", beyond which job shall not proceed without acceptance of that stage.
- 4.5 The minimum Inspection / Testing requirements shall conform to relevant codes / standards as well as Statutory Regulations applicable, whether or not specifically mentioned in the specification, in addition to those normally carried out by the bidder.
- 4.6 Unless the Inspection / Test is waived, the inspection agency shall attend the Inspection / Test within 15 days of the date of receipt of notice from the bidder, failing which the bidder may proceed with the Inspection / Test and shall forward duly certified copies of the Inspection / Test Reports. After successful completion of the Inspection / Test or receipt of bidder's Test reports mentioned above, the Inspection agency (HECL/ NTPC/TPIA of HECL or NTPC) shall issue the acceptance certificate within 15 days.
Wherever Customer / Consultant "Hold Points" are indicated in the approved Quality Plan an additional 10 days notice shall be given for Inspection / Testing.
- 4.7 Before sending written notice to the Inspection Agency, the bidder's own inspection staff should have fully inspected / tested the item. If the visit of the Inspection Agency proves to be futile on account of the item not being ready for inspection / Testing or the same being rejected to reasons which could otherwise, have been detected during bidder's own Inspection / Test, the cost incurred by Inspection Agency on such visits shall be borne by the bidder.
- 4.8 Approval or passing of Inspection / Test and thereby issue of the acceptance Certificates or waive of Inspection by the Inspection Agency shall not relieve the bidder of his responsibilities and obligations under the contract and also shall not bind HECL to accept the item should it, on further tests after receipt at destination, erection / commissioning be found not complying with the Contract.



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- 4.9 All necessary documents such as test reports, test certificates, test curves, stress relieving charts, radio graphic films and other non-destructive tests, copies of the welding procedure, welder qualification certificates and other documents in support of adherence to Quality plan shall be furnished to the Inspection agency. The Quality Assurance document consisting of certified copies of all of the above complied sequentially by the bidder shall be sent to HECL prior to handing over.
- 4.10 In the event of inspection revealing poor quality of goods, HECL shall be at liberty to specify additional Inspection / Test, required ascertaining bidder's compliance with the equipment specification.
- 4.11 All welding shall be carried out in accordance with applicable codes or approved equal. Welding procedure and Welder's qualification shall be got approved. Welding consumables etc, used, shall be approved by the HECL/BHEL/NTPC. Approved methods of radiographic, ultrasonic or other non-destructive testing as applicable shall be used for the welding of critical components / assembly.
- 4.12 All supplied fabricated structures shall be marked with clearly identifiable erection mark numbers as shown in the fabrication/ detailed drawings.
- 4.13 To address any mismatch during erection stage, the successful bidder shall deploy a technical person on continuous basis at site for proper co-ordination with various agencies so that problem is attended / rectified without any time gap if required so.

5.0 QUALITY PLAN, INSPECTION AND CLEARANCES

- 5.1 The APPROVED Quality Plan shall be provided by HECL and the same shall be followed by the bidder. Adherence to the QAP is mandatory and any deviation shall call for rejection and no additional cost shall payable for the rework.
- 5.2 Inspection will be done by QCA or his authorized representative. When the tests have been satisfactorily completed at the HECL workshop, the Inspection Agency shall issue a certificate to that effect. Handing over shall only be deemed completed when HECL receives MDCC (Material Dispatch Clearance Certificate) from client.
- 5.3 The satisfactory completion of these tests or the issue of MDCC, shall not bind HECL / BHEL/NTPC to accept the supply/equipment, should it, on further tests after erection, be found not to comply with the contract provisions.
- 5.4 The RA bills shall be approved by the Executing Authority only upon the receipt of MDCC from BHEL to HECL.

6.0 PAYMENT TERMS

- 6.1 The payment will be made on approved drawing weight basis (Prorata basis). Contractor can claim payment for the value of work done at the end of every month on per Ton basis after applicable statutory and contractual deduction.
- 6.2 **95 % payment with 100% GST of the fabricated material** on pro-rata basis shall be payable on handing over of the fabricated material at HECL work/site.
- 6.3 Payment will be made within 60 days after submission of appropriate invoice along with all other required supporting documents to HECL and upon receipt of payment from client.
- 6.4 **5 % payment of the fabricated material** shall be released on completion of Erection and Alignment at the BHEL/NTPC site or 3 months from the expire of Guarantee period on submission of supplementary invoice along with all other required supporting documents to HECL whichever is earlier.



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7.0 SECURITY DEPOSIT (SD)

7.1 A retention amount of 10% shall be deducted from each RA Bill subject to maximum of 10% of the total contract value. The security deposit will be refunded within reasonable time of issue of completion / erection certificate against the request of the contractor and no claim certificate from the respective engineer/ executing department. In the event of non execution of the contract or withdrawal before expiry of the validity period the security deposit will be forfeited.

8.0 COMPLETION PERIOD

8.1 Total fabrication of structural steel as per scope of work to be completed by **6 Months (Six Month)** from Date of Award of Contract.

8.2 Fabrication schedule / sequence shall be furnished by bidder before start of fabrication job and same shall be approved by HECL in concept of as per site erection sequence. HECL has right to change this fabrication schedule at any stage as they required.

9.0 CONTRACT EXTENSION

9.1 If the completion of job as detailed in the specification gets delayed beyond the end of contract period then depending on the balance job left out, HECL at its discretion may / may not extend the contract.

9.2 A joint program shall be drawn for the job to be completed during the extended contract period. Review of the program and record of shortfall as described earlier shall be done during the extended period.

9.3 The part of extension attributable to the bidder, if any, in total contract extension shall be exhausted first i.e., immediately after end of contract period. This shall be followed by the extension on account of force majeure conditions, if any, and lastly on account of HECL.

9.4 Any other service, although not specifically called for but required for a contract of the size and nature indicated in the specification.

10.0 TAXES AND DUTIES

10.1 All taxes excluding GST & BOCW Cess (as specified elsewhere in the tender) but including Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the job and for execution of the contract shall be borne by successful bidder and shall not be payable extra by HECL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.

10.2 GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by HECL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.

10.3 TDS shall be deducted as applicable.

11.0 PRICE VARIATION COMPENSATION (PVC)

11.1 PVC is not applicable for this contract

12.0 ORC (OVER RUN COMPENSATION)

12.1 ORC is not applicable for this contract.



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13.0 GUARANTEE PERIOD

13.1 The bidder shall warrant that the fabrications comply fully with the drawings and other technical conditions specified by HECL. If the fabrications are found defective/mismatch owing to faulty supply/workmanship/incomplete job within a period of Twelve months from the date of dispatch of last consignment, the bidder shall do the necessary repair/rework/rectification or replace the defective items free of cost (including repair materials). In case bidder fails to repair the defective items or replace the defective items within the time specified by HECL, HECL may proceed to undertake the repairs of such defective jobs at bidder's risk and cost without prejudice to any other rights and recover the same from SD/ other dues.

14.0 LIQUIDATED DAMAGES (LD)

14.1 LD shall be 0.5% of basic value of undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total Contract value(i.e. excluding elements of taxes) For this purpose, the period of delay shall be the delay attributable to the Fabricator for the completion of job as per contract. Contract value for this purpose, shall be the final executed value exclusive of Extra Works, Supplementary/Additional Items. In case of LD recovery, the applicable GST shall be recoverable from the supplier.

15.0 COORDINATION SERVICES

As part of the overall project management activity, the bidder shall be responsible for proper engineering and coordination activities during various phases of execution of the contract. The bidder shall identify one Engineering Manager with whom HECL will interact on all matters on coordination between HECL and the contactors. The Engineering Manager shall be the single point contact person on behalf of the bidder and shall be responsible for all engineering co ordination.

16.0 VARIATION CLAUSE

16.1 Weight of the fabricated structure shall be derived from the approved drawings only. Total contract tonnage may vary with Plus (+) or Minus (-) 20% of the indicated volume.

17.0 SPLIT CLAUSE

Based on HEC's requirement and in order to ensure the timely completion of work, the total tendered quantity of work may be split amongst more than one successful bidder at L-1 Landed Price. The ratio of the split will be as under-

- a) Between two Vendors - 60:40 or as decided by the Tender Committee to meet the delivery schedule.
- b) Among more than two Vendors - 50:30:20 or as decided by the Tender Committee to meet the delivery schedule.

18.0 VALIDITY OF OFFER AND PRICE

The offer must remain valid for acceptance up to **three months** from the date of opening of the tender. The rate quoted must be in word and figure as well. In case any discrepancy in rate given in figures and word, the rate given in words will prevail.



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The quoted rates should be for total works excluding the taxes and duties with contractor overhead and profit etc. complete. Most competitive and realistic price bid to be furnished in prescribed Bill of Quantities based on prevailing market rates. The bidder may be asked to substantiate the same with cost break-up as per prevailing market rates, failing which or in case of discrepancy the offer will be either rejected and/or loaded as derived by the department with respect to offered price of other bidders. The decision of the department will be final and binding. **The price / rate shall remain firm during entire period of contract.**

19.0 ACCEPTANCE OF TENDER

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

20.0 TENDER FEE

Rs. 10,000/- (Rs. Ten Thousand) in the form of D.D. in favour of Heavy Engineering Corporation Ltd. Payable at Hatia must accompany the tender. **Exemption of tender fees shall be applicable on submission of valid SSI/NSIC/MSME certificate and as per Govt rules.**

21.0 EARNEST MONEY

Rs. 15,60,000/- (Rs. Fifteen Lacs Sixty Thousand only) in the form of D.D./BG in favour of Heavy Engineering Corporation Ltd. Payable at Hatia must accompany the tender. **Exemption of EMD shall be applicable on submission of valid SSI/NSIC/MSME certificate and as per Govt rules.** The E.M.D will be refunded to the unsuccessful tenderer within a reasonable time.

22.0 START OF WORK

The successful bidder shall start the work after getting Award of Contract in consultation with Executing authority for taking possession of working area in the shop.

23.0 VALIDITY OF CONTRACT

This contract will be valid for One Year from the date of issue of Award of Contract, however the contract can be further extended on mutual agreement.

24.0 EXECUTING AUTHORITY

SDGM I/c PPC/HMTP or his representative will be the Executing Authority of this contract and Service Provider after award of work has to take all necessary instruction from him.

25.0 MEASUREMENT OF WORK

Measurement of work done shall be on the basis of Weight duly certified by executing authority.

26.0 PAYING AUTHORITY

I/c (Finance)/HMTP shall be the paying authority.



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27.0 SUBMISSION OF BILLS

Contractor has to submit his bills in triplicate along with following documents once in a month to SDGM I/c PPC/HMTP duly certified by Executing Authority.

- a) Running Account bill duly verified by Executing Authority
- b) Inspection Clearance Certificate/Work verified by QCA
- c) Measurement book submitted
- d) EPF payment compliance
- e) Wage Sheet

28.0 TERMINATION OF CONTRACT

1. The contract can be terminated if the service Provider fails to complete the work in time and even after giving in writing to him, he does not improve his performance then contract can be terminated.
2. If the Service Provider does not follow statutory rules, safety rules and in spite of giving notice he does not improve.
3. Any other reason due to which company thinks it fit to terminate the contract.
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.

29.0 WORK DONE AT RISK AND COST

At any time, if the progress or quality of work is not found satisfactory, H.E.C. shall have the right either to withdraw the balance work or part thereof and shall get the same done at Contractor's risk and cost after giving an advance notice of 15 days to the contractor. In such a situation no compensation whatever shall be payable to the contractor. The security deposit whatsoever deducted would be adjusted against the excess cost incurred over the balance contract value.

30.0 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. The decision given by such arbitrator shall be final and binding on both parties i.e. HEC Ltd., and the contractor.

The dispute shall be strictly subject to Ranchi Jurisdiction only. Seat and venue of the arbitration shall be at Ranchi only.

31.0 GENERAL CONDITIONS OF CONTRACT FOR WORKS 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 www.hecltd.com of the company for downloading by the interested tenderer.


 (Sunil Kumar Singh) 19/2/20
 DGM/ACD/HMBP



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No. ACD/HMB/20/WC/2109/OTE-5995

Dt 14.02.2020

Annexure-1 SCOPE OF WORK

Sl.No.	Work Description	Weight (in MT)
1.	<p>Fabrication of structural steel rolled section / built up section / combination of both (shop connections (factory fabricated) will be welded type and field connections will generally be bolted type unless otherwise specified) conforming to IS:2062 and technical specification, pipes conforming to IS:1161/ IS:1239, chequered plate conforming to IS: 3052, mild steel rounds, monorails, stays, safety chains, ladders, MS grating etc. in columns, beams, gantry girders, bunkers, silos, hoppers, roof trusses, portals, laced purlins, space frames, hangers, struts, monorails, galleries, stiffeners, wall beams, sheeting runners, brackets, stub columns, bracings, cleats, trestles, base plates, splice plates, chequered plate flooring, decking and seal plates, steel frame grid over false ceiling, walkway platforms, ladders, stairs, stringers, treads, landings, hand-rails etc., including blast cleaning, application of primer, intermediate & finish paint as mentioned below and as given in specification connection design & preparation of fabrication drgs, fabrication, straightening, cutting, bending, rolling, grinding, machining, drilling, welding, electrodes and other consumables, alignment, (weight of welds not payable.), assembly, edge preparation, preheating (min preheat and interpass temperature of 20^o C for welding over 20 mm and upto 40 mm & 66^o C for welding over 40 mm and upto 63 mm & 110^oC for thickness over 63 mm & use of low hydrogen/ radiogenic electrodes), post heating, testing of welders, inspection of welds, visual inspection, non destructive and special testing, rectification and correction of defective welding works, production test plate, inspection and testing, erection scheme, protection against damage in transit, stability of structures, installation of temporary structures, setting column bases, rectification, dismantling and removal of all temporary structures (weight of temporary structures not payable) etc all complete as per technical specification.</p> <p>-Blast cleaning for making surface conforming to Sa 2 ½ finish of ISO 8501-1 with surface profile 40-60 Micron and providing with two component moisture curing zinc (ethyl) silicate primer coat (having minimum 80% of metallic Zinc content in dry film, solid by volume minimum 60% ±2%) of minimum 70 micron DFT, including other associate works etc all complete. The primer coat shall be applied in shop immediately after blast cleaning by airless spray technique. Zinc dust composition and properties shall be Type-II as per ASTM D520-00.</p> <p>- Providing and applying Intermediate coat of two component polyamide cured epoxy with MIO Content (containing lamellar MIO minimum 30% on pigment, solid by volume minimum 80% ±2%) of minimum 100 micron DFT. This coat shall be applied in shop after an interval of minimum 24 hours (from the application of primer coat) by airless spray technique etc. all complete as per specification</p>	2000

- The scope of fabrication under this contract covers procurement of raw material from customer approved supplier from customer approved drawings. While some portion of Structures, mainly auxiliary support, small beam & inserts, share key's etc are planned to be fabricated at site.



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2. Fabrication, welding, destructive, non-destructive and any other tests as per approved QP /FQP/HECL/ BHEL/NTPC requirement.
3. Steel sections shall be blast cleaned for making surface conforming to Sa 2 ½ finish of ISO 8501-1 with surface profile 40-60 Micron and provided Primer coat on steel sections with two component moisture curing zinc (ethyl) silicate primer coat (having minimum 80% of metallic Zinc content in dry film, solid by volume minimum 60% ±2%) of minimum 70 micron DFT, including touch-up painting, etc all complete. The primer coat shall be applied in shop immediately after blast cleaning by airless spray technique. Zinc dust composition and properties shall be Type-II as per ASTM D520-00 complete as per specification, drawings and instructions of the Engineer.

OR

Steel sections shall be blast cleaned for making surface conforming to Sa 2 ½ finish of ISO 8501-1 and provided with epoxy resin based zinc phosphate primer in coats of minimum 50 micron (DFT) at shop and 50 micron (DFT) after erection, including touch-up painting, mist coat, additional water sprinkling etc all complete.

4. The primer coat shall be applied in shop / workshop/ factory immediately after shot blast cleaning using copper slag media by Airless spray technique on structural steel made from mild steel conforming to IS:2062, pipes conforming to IS:1161/IS:1239, chequered plate conforming to IS:3052 and mild steel rounds involving rolled sections (including mild steel rounds), built up sections fabricated out of plates, rolled sections and combination of plates and rolled sections, in columns, beams, junction towers, trestles, conveyor galleries, gantry girders, bunkers, silos, hoppers, roof trusses, portals, laced purlins, space frames, shear connectors, hangers, struts, monorails, galleries, stiffeners, wall beams, sheeting runners, brackets, stub columns, bracings, cleats, trestles, base plates, splice plates, gratings, chequered plate flooring, decking and seal plates, diaphragm, steel frame grid over false ceiling, walkway platforms, ladders, stairs, stringers, treads, landings, hand-rails, toeplates, MS Rungs, insert plates, edge angles - embedments, lugs, posts, stays, louvers, lacings, gusset plates, safety chains for walkways adjacent to crane girders etc.
5. Straightening, making cutting plan, cutting, bending, rolling, grinding, drilling, bolting, temporary pre assembly- full length column height (Trial assembly), edge preparation, preheating (min preheat and inter-pass temperature of 20 degree C for welding over 20mm and upto 40 mm & 66 degree C for welding over 40 mm and upto 63 mm & 110 degree C for thickness over 63 mm & use of low hydrogen/ radiogenic electrodes), post heating, testing of welders, inspection of welds, visual inspection, non destructive and special testing, rectification and correction of defective welding works, production test plate inspection and testing as per erection scheme.
6. Intermediate coat (applying with airless spray technique) of two component polyamide cured epoxy with MIO Content (containing lamellar MIO minimum 30% on pigment, solid by volume minimum 80% ±2%) of minimum 100 micron DFT. This coat shall be applied in shop after an interval of minimum 24 hours (from the application of primer coat) by airless spray technique including protection and cleaning, scaffolding etc. all complete as per specification for all structures . Intermediate coat paints shall be from same manufacturer and the paints shall have compatibility with one another.



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7. Finish Coat of two pack aliphatic Isocyanate cured acrylic finish paint (solid by volume minimum 55% \pm 2%) with Gloss retention (SSPC Paint Spec No 36, ASTM D 4587, D 2244, D 523) of Level 2 (after minimum 1000 hours exposure, Gloss loss less than 30 and colour change less than 2.0 Δ E) and minimum 70 micron DFT including protection and cleaning, scaffolding, touch up painting etc. all complete as per specification for all structures. This coat shall be applied at shop after an interval of minimum 10 hours and within six (6) months (from the completion of Intermediate coat), Colour and shade of the coat shall be as approved by HECL/BHEL / NTPC.
8. The total thickness of finished product at workshop (Primer 70 microns + Intermediate Coat 100 microns + Finish Coat 70 microns = 240 microns).
9. Inspection of finished product will be conducted as per customer HECL/BHEL/NTPC requirement as mentioned in customer approved Quality Plan.
10. Material required for the entire job for the completion of entire scope Chq. Plates/MS plates, Flats/ beams/ channel/, angles etc. (rolled sections), Stainless steel liner, bolts, nuts, washers etc. have to be arranged by the bidder. The total quantity of steel required for the job will be calculated from the approved fabrication drawings including laps, chairs and lugs. In case any such sectional weights are not available in the above documents, the manufacturer recommendation / HECL Engineer instruction/Indian Standard Code recommendation shall be binding. HECL reserves the right to reject any material not found satisfactory.
11. Material required for the fabrication job (excluding auxiliary support, small beam & inserts, share key's with allied Stainless Steel liners which are to be fabricated at site) for the scope i.e Chq. Plates/MS plates, Flats/ beams/ channel/, angles etc. (rolled sections), etc. have to be arranged by the bidder within his quoted price and all required material to be sourced only from HECL/BHEL/NTPC approved suppliers namely SAIL, JINDAL, RINL, ESSAR and others approved list of NTPC for NKSTPP Project.
12. The bidder shall procure raw material / components / sub-assemblies only from HECL/BHEL /NTPC approved vendors namely from SAIL, RINL or JINDAL or others NTPC approved list for NKSTPP directly and shall be backed up with required correlated test certificates. In case of procurement from Sole Selling Agents / Authorized Dealers of these suppliers, supporting correlated test certificates of manufacture shall be furnished. In the absence of such certificates, tests as per the governing specifications shall be arranged in independent test house / laboratory approved by HECL/BHEL / NTPC for NKSTPP Project by the bidder at his own cost.
13. The minimum Inspection / Testing requirements shall conform to relevant codes / standards as well as Statutory Regulations applicable, whether or not specifically mentioned in the specification, in addition to those normally carried out by the bidder.
14. Before sending written notice to the Inspection Agency, the bidder's own inspection staff should have fully inspected / tested the item.
15. Approval or passing of Inspection / Test and thereby issue of the acceptance Certificates or waive of Inspection by the Inspection Agency shall not relieve the



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bidder of his responsibilities and obligations under the contract and also shall not bind BHEL to accept the item should it, on further tests after receipt at destination, erection / commissioning be found not complying with the Contract. All the inspections shall be carried out as per the approved Quality Assurance Plan (QAP).

16. All necessary documents such as test reports, test certificates, test curves, stress relieving charts, radio graphic films and other non-destructive tests, copies of the welding procedure, welder qualification certificates and other documents in support of adherence to Quality plan shall be furnished to the Inspection agency. The Quality Assurance document consisting of certified copies of all of the above complied sequentially by the bidder shall be submitted to HECL.
17. All welding shall be carried out in accordance with applicable codes or approved equal. Welding procedure and Welder's qualification shall be got approved. Welding consumables etc used, shall be approved by the BHEL/NTPC. Approved methods of radiographic, ultrasonic or other non-destructive testing as applicable shall be used for the welding of critical components / assembly.
18. To address any mismatch during erection stage, the successful bidder shall deploy a technical person on continuous basis at site for proper co-ordination with various agencies so that problem is attended / rectified without any time gap.
19. The Quality Plan is a document, which presents in a tabular form the Quality control checks exercised by the bidder during the various stages of manufacture and dispatch in order to meet the requirements of this specification. This plan details, step by step, the operations, components and characteristics being controlled, method of exercising such controls, the importance (criticality) of the control (critical major or minor) with respect to the functioning of the item the extent to which the controls are exercised (100% samples, one per heat, etc.). Acceptance norms for the characteristics, method of maintaining records thereof as a proof of having exercised the control successfully, the agency responsible for performing and witnessing the checks and for verifying the records thereof.
20. In the Quality Plan, the bidder shall give in detail, the quality control checks exercised by him during the various stages of manufacture such as:
 - I. All bought out items and incoming material checks carried out at sources and on receipt.
 - II. Process of manufacture i.e. welding, heat treatment etc.
 - III. Manufacture of various components, sub-assemblies and assembly.
 - IV. Final Inspection and Testing including Performance Test at shop
 - V. Surface preparation and painting
 - VI. Packing, Marking and Despatch.
 - VII. Proper Loading on transporting vehicle to reach safely to site.



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No. ACD/HMB/20/WC/2109/OTE-5995

Dt 14.02.2020

Part -1
Check List
(Annexure-2)

Sl. no.	Requisite	✓ your option		Remark
		Yes	No	
1	Whether the scope of work (Annexure 1), Special Notes, mentioned in the tender enquiry schedule is acceptable.	Yes	No	
2	Documents submitted as per Pre Qualification and Instructions	Yes	No	(enclose the relevant documents)
3	Labour License	Yes	No	(enclose the relevant documents)
4	PAN No. of IT deptt. in the name of the firm	Yes	No	(enclose the relevant documents)
5	GST Registration No./ Certificate	Yes	No	(enclose the relevant documents)
6	ESIC Registration No./Certificate	Yes	No	(enclose the relevant documents)
7	EPF Code Number / Certificate	Yes	No	(enclose the relevant documents)
8	Details of Registration with specified agencies/HEC	Yes	No	(enclose the relevant documents)
9	Documents regarding Legal status of the contractor and other documents as per NIT	Yes	No	(enclose the relevant documents)
10	Whether EMD and Tender fees Deposited (As per Terms & condition)	Yes	No	(In case yes, then enclose DD/BG)
11	Whether SSI/NSIC/MSME	Yes	No	(In case yes, then enclose certificate)
12	UAM no to avail Facilities of MSME	Yes	No	(In case yes, mention UAM no)
13	Payment Term (As per Terms & condition)	Yes	No	(In case your answer is No, then please mention your term)



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14	Delivery /Completion Period (As per Terms & condition)	Yes	No	(In case your answer is No, then please mention your term)
15	Validity of offer (As per Terms & condition)	Yes	No	
16	L.D. Clause & Risk purchase clause (As per Terms & condition)	Yes	No	
17	Security Deposit (As per Terms & condition)	Yes	No	
18	Split Clause (As per Terms & condition)	Yes	No	
19	Whether firm is owned by SC/ST/Women Entrepreneurs	Yes	No	
20	Guarantee Clause	Yes	No	
21	Whether other Terms & Condition/Note/GCC etc. mentioned in the tender enquiry is acceptable to the tenderer	Yes	No	
22	Contact Person Name:- Email:- Contact Number:-			

(Signature of Tenderer)

With official Seal



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Dt 14.02.2020

Part –1
Schedule of Deviation
(Annexure-3)

To,

The DGM/ ACD/HMBP
Heavy Machine Building Plant
Heavy Engineering Corporation Ltd.
Ranchi – 834 004(Jharkhand)

Dear Sir,

I have gone through the contents of the Tender Document and the following clause of the document are not acceptable to me and needs to be amended as below:-

Sl.No.	Clause No.	Amendment proposed
-----	-----	-----

(Signature of Tenderer)

With official Seal

Note :

If any new clause is to be incorporated then that may be mentioned in this schedule. If no amendment is proposed or new clause be incorporated then the tenderer should write NIL.



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Part -1
Self-Declaration Format
(ANNEXURE - 4)

I _____, Son / Daughter of Shri _____
 age _____ years, resident of _____ in the District of _____,
 do hereby declare that I, comply PF as per govt. rule and not a PF defaulter in any earlier contracts either
 with HEC or any other establishment & all the information given in the offer and in the enclosed
 documents is true to the best of my knowledge and belief and nothing has been concealed therein. I am
 well aware of the fact that if the information given by me is proved false / not true at any point of time, I
 will have to face punishment as per any provision of Law for the time being in force as well as the benefit
 availed of by me or the benefit accrued to me shall be summarily cancelled.

Date: -

(Signature of Tenderer)

With official Seal

Place:



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Dt 14.02.2020

Part -2
Price Bid
(Annexure-5)

Sl. No.	Work Description	Unit	Estimated Weight (in MT)	Rate/MT (in Rs.)	
				Figure	Word
1.	FABRICATION OF STRUCTURAL STEEL MATERIALS PROCURED FROM CUSTOMER APPROVED SHOP INCLUDING PAINTING AS PER HECL/BHEL DRAWINGS AND APPROVED MQP AT HECL'S WORK SPACE, INSPECTION BY HECL/BHEL, PACKING & MARKING AND PROPER LOADING ON TRANSPORTING VEHICLE. (Detailed scope of work as per Annexure-1)	MT	2000		
Total Price (Rs.)					

GST Rate (%) : EXTRA

Important Note: -

1. The offer shall be based on per ton basis inclusive of all expenses find & firm.
2. Rate must be given in figures as well as in words.
3. Hand written tender will not be accepted.

(Signature of Tenderer)
With official Seal



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Annexure 6

Format for

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

NO.

Dated:

TO,

M/S HEAVY ENGINEERING CORPORATION LIMITED

PLANT PLAZA ROAD,

DHURWA,

RANCHI – 4

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



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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 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.



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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



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Heavy Engineering Corporation Limited

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Annexure 7

Format for

< Non Judicial Stamp Paper of Rs. 100>

INTEGRITY PACT

Between

Heavy Engineering Corporation Ltd.(HEC) hereinafter referred to as "The Principal",

and

.....hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard,



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the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s) / contractor (s)

1. The Bidders(s) / Contractor (s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" (enclosed) shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of "Guidelines on Indian Agents of Foreign Suppliers" attached.
 - e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2 The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



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Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractors) from the tender process or take actions like Banning of business dealings etc.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken against the bidder.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder(s)/ Contractor(s) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violation by the Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.



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Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, HEC.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerated action.
- (6) The Monitor will submit a written report to the CMD, HEC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the HEC Board.
- (8) If the Monitor has reported to the CMD HEC, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD HEC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.



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Section 9 – Pact Duration

This Pact begins when both parties have legally signed it, it expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD HEC.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law , Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ranchi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)

(For & On behalf of Bidder / Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)



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