

MATERIALS MANAGEMENT DIVISION
FOUNDRY FORGE PLANT,
HEAVY ENGINEERING CORPORATION, RANCHI – 834 004
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**OPEN TENDER ENQUIRY
INVITATION OF TENDERS**

From:
Sr. Deputy General Manager
(I/c) Materials Management Division,
Foundry Forge Plant,
HEC Ltd, - 834 004
P.O: Dhurwa, Distt:- Ranchi (Jharkhand) ,INDIA

To:

M/s

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Dear Sirs,

Sealed tenders in **two bid systems** are invited on behalf of Foundry Forge Plant, Heavy Engineering Corporation Ltd, Plant Plaza Road, P.O: Dhurwa, Ranchi for the items indicated below:

OPEN TENDER No. PUR/FFP/2017/450192/90/371

Dt. 15.06.2019

Item no.	Brief Title of item / Service	Last Date of submission of Tender	Tender will be opened on.	Validity period of Tender for acceptance
01.	Design, Manufacturing, Supply, Installation & Commissioning of closed loop overhead conveyor Automatic External Shot Blasting along with Zinc spray coating system on Turnkey basis excluding civil work.	Till 01.00 P.M. on Opening Date	05.07.2019 at 15.30 Hrs i.e; 3.30 P.M. on opening date	120 Days from opening date.
02.	Design, Manufacturing, Supply, Installation & Commissioning of Automatic Internal Shot Blasting machine on Turnkey basis excluding civil work.			

The following documents are enclosed for submission of tenders:

I	Instructions to tenderers (Annexure -A)
II	Technical Specification (Annexure -B)
III	Technical Specification (Annexure – I & II)
IV	Brief Scope of Work (Annexure – III)
V	Special Terms & conditions (Annexure -C)
VI	Proforma of un-price bid copy (Annexure – D (a & b))
VII	Check list – Compliance Report (Annexure – E)
VIII	Format of Manufacturer's Recommended List of Spares (MRLS) (Annexure – F)
IX	Format of Bank Guarantee for EMD (Annexure – G)

Note :- Tenderers are requested to read the enclosed Instructions, Technical Specifications and General conditions of contract of HEC Ltd carefully before submitting offer.

1. Tenders must be submitted in sealed cover with TENDER NO., DUE DATE and VALIDITY PERIOD of the offer super scribed on it, failing which the tenders may be ignored.
2. Offer should be submitted in Two parts viz;
 - 1) Techno- commercial Bid
 - 2) Price Bid

IMPORTANT DATES :

- 1) Sale of Tender document : From 15.06.2019 to 05.07.2019 till 12.00 Noon.
- 2) Cost of Tender document : Rs. 1500/- (Rupees Fifteen Hundred only)
- 3) Last Date & Time of submission of Tender : 05.07.2019 till 01.00 P.M.
- 4) Date & Time of Opening of Tender : 05.07.2019 at 03.30 P.M.
3. Earnest money of **Rs. 3,00,000/-** (Rupees Three Lakh Only) to be submitted along with the Prequalifying Bid /Techno commercial Bid. EMD to be accepted in the following forms:
 - a) Demand Draft on any of the Nationalized Banks of India in favour of Heavy Engineering Corporation Limited., Ranchi
 - b) Bank Guarantee from any Nationalized bank.
 - c) EMD may be submitted in INR or its equivalent amount in USD/POUND /YEN /EURO in case of foreign tenderer.
 - d) DD / Bank Guarantee from any Scheduled Bank (Non-Co-operative Bank) towards EMD shall also be accepted.
 - e) EMD can also be deposited by RTGS (Account details as under)

1	NAME OF THE ORGANISATION	FOUNDRY FORGE PLANT, HEAVY ENGINEERING CORPORATION LTD.
2	ADDRESS FOR COMMUNICATION	PLANT PLAZA ROAD, P.O.-DHURWA, DISTT.- RANCHI 834004 (JHARKHAND)
3	PAN	AAACH4534P
4	NAME OF THE BANKER	STATE BANK OF INDIA
5	BRANCH NAME	HATIA
6	BRANCH ADDRESS	DHURWA, RANCHI-834004 JHARKHAND
7	BRANCH CODE	0207
8	MICR CODE	834002004
9	CORE BANKING	YES
10	INTERNET BANKING	YES
11	IFSC CODE	SBIN0000207
12	ACCOUNT TYPE	CURRENT ACCOUNT
13	ACCOUNT NO.	11026359583

- f) EMD will be converted to security deposit (SD) in case of successful bidder(s). EMD of unsuccessful bidders will be returned after finalization of contract and Interest of any sort will not be payable on EMD.
- g) EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.
- h) If the successful tenderer fails to furnish the required Security deposit within the specified period, its EMD will be forfeited. The EMD shall be forfeited if the successful bidder fails to execute the order.
- i) **EMD Validity:** EMD should be valid till the finalization of tender from the date of tender opening, and should be suitably extended by the bidder as and when requested for to do so.

N.B.:

Tenderers registered with National Small Industries Corporation/ Small Scale Industries/ Micro, Small scale Industry (MSE) for the tendered item will be exempted from submission of EMD. The tenderer should enclose an authenticated copy / notarized copy of their valid registration certificate with NSIC/MSME for grant of exemption.

- 4. Un-priced part of price bid will be submitted along with techno-commercial bid.
- 5. All commercial terms and condition, Compliance Statement against (Instructions to Tenderers), (Technical specification) and (Special Terms & Condition of the Contract) and (Check List Compliance Report) will be along with techno-commercial bid.

Tender documents may be purchased from following offices upon payment of cost of tender document of Rs.1500/-. Tender Documents fee paid are non refundable.

- (a) Branch Manager/HEC Ltd,
77, Park Street Kolkata-700016 (INDIA)
Ph: 033- 22172397.
- (b) AM(P)/MM Division
FFP/ HEC Ltd, P.O: Dhurwa, Ranchi-4 , Jharkhand(INDIA)
Ph: 0651 – 2401437, 2400427
- (c) Branch Manager /HEC Ltd
E-84, Masjid Moth, Greater Kailash Phase – 3,
New Delhi – 110 048.(INDIA)
Ph: 011 – 29220224, Mob:- 09312004822

For and on behalf of HEC Ltd

(Susheel Kumar)
SDGM (I/c)/MM/FFP
Ph: 0651 2400427, 2400445, 2401437

INSTRUCTIONS TO TENDERERS

Prequalifying criteria:

- (a) Only those vendors should quote, who have commissioned in the past at least **one** such setup of similar size or higher and capable of achieving desired results (from the date of opening of tender).
- (b) The following information should be submitted by the vendor about the companies where referred setup has been supplied
 - (i) Name of the customer company where referred setup is installed.
 - (ii) Complete postal address of the customer.
 - (iii) Month and year of commissioning.
 - (iv) Parameters of the setup supplied and application for which it has to be on supplied
 - (v) Name and designation of the contact person of the customer.
 - (vi) Phone fax number and email address of the contact person of the customer.
 - (vii) Performance certificate from customers regarding satisfactory performance of setup supplied to them which is in running condition for last three years as on 2019.

N.B: FFP/ HEC reserve the right to verify the information provided by the vendor for the referred setup at their referred customer's work. It shall be responsibility of the vendor to facilitate the visit of FFP/HEC team at their referred customers' works if required. In case the information provided by vendor is found to be false/incorrect, the offer may not be considered.

1.0 SUBMISSION OF TENDER:

1.1 Offer should be submitted in Two parts viz ;

- 1) **Techno commercial Bid**
- 2) **Price Bid**

1.2 **Tenders in double cover must be submitted in duplicate in Two parts (Techno-commercial bid and Price Bid). Both the bids i.e; Techno Commercial bid & Price Bid should be sealed separately in different envelopes with bid type marked on the top and super scribed with Tender No. Tender date, Tender Opening date and addressed to DY.G.M.(Purchase)/FFP, HEC Ltd P.O; Dhurwa, Ranchi - 834 004. Then both the above mentioned envelopes are to be kept in a one big envelope and having Techno Commercial + Price bid marked on the top and super scribed with Tender no.& Tender date, tender opening date, and addressed to Dy.G.M (Purchase)/FFP, HEC Ltd Dhurwa Ranchi, 834004.** Offer must be accompanied with technical leaflets, **Credentials**, Brochures and other relevant details. The tender shall be neatly arranged, plain and legible, typewritten with consecutively numbered pages in solid binding. Tender should not contain any terms and conditions, printed or otherwise, which are not applicable to the tender. Such conditional tenders are liable to be rejected.

1.3 Only one tender should be included in one cover. When more than one tender are included in one cover, all tenders so enclosed in one cover will be liable to be ignored. **Tender shall contain a special declaration that the Tenderer agrees to hold the tender open for period indicated in this invitation to tender.** This period of validity of tender shall be four months from the date of opening of the tender and the prices quoted shall be deemed to remain valid for this period.

- 1.4 Tenders in sealed cover should be sent by registered post and if delivered by hand should be put in the Tender Box located at M M Division (Purchase deptt)/FFP.
- 1.5 Tender documents are strictly non-transferable. i.e. offer can be submitted only by the Tenderers to whom tender documents have been issued. The tender forms should be signed by a competent authority holding power of attorney to handle such job on behalf of tendering firm and this fact must be stated explicitly.
- 1.6 Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the Tenderers signature.
- 1.7 The tenders shall be submitted in English Language.
- 1.8 Tender is liable to be ignored if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the tender, are not fully filled in. Special attention must be paid to the delivery dates and also to the General Conditions of the Contract of HEC LTD with latest amendments and those contained in this booklet as the contract shall be governed by them.

2.0 LATE/ DELAYED TENDER

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

3.0 Signing of tender

- 3.1 Individual signing the tender or other documents connected with a contract must specify whether he signs as:

- (i) 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
- (ii) A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer the dispute to arbitration concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
- (iii) Constituted attorney of the firm if it is a company.

N.B. (1) In case of (ii) above, a copy of the partnership agreement or general power of attorney, in either, case, attested by a Notary Public should be furnished or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

- (2) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.

- (3) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

- (4) **Each page of the tender, schedule to tender and Annexure, if any, should be signed with Seal/stamp by the tenderer.**

4.0 OPENING OF TENDER

- 4.1 The tender will be received at the office of the purchaser till the date and time specified in Invitation of Tenders. **Only Techno-commercial bid will be opened on due date of tender opening.** Thereafter the price bids of only techno-commercially acceptable bidders will be opened at later date which will be intimated to the bidders concerned.

4.2 Tenderer is at liberty to be present or authorize a representative to be present at the time of opening of the tender. However in case of visit of Foreigner, a prior permission from the concerned authority is essential. The representative must be authorized through an authorization letter of authority.

5.0 Right of Acceptance of Offer : The **purchaser reserves** his right to cancel the tender without assigning any reason thereof.

6.0 EARNEST MONEY DEPOSIT

6.1 TECHNO-COMMERCIAL BID MUST ACCOMPANY INFORMATION ABOUT SUBMISSION OF EMD AND TENDER FEE. EMD to be accepted in the following forms:

6.2 Demand Draft on any of the Nationalized Banks of India in favour of Heavy Engineering Corporation Limited, payable at Ranchi.

6.3 Bank Guarantee from any Nationalized bank.

6.4 EMD may be submitted in INR or its equivalent amount in USD/POUND /YEN /EURO in case of foreign tenderer.

6.5 DD / Bank Guarantee from any Scheduled Bank (Non-Co-operative Bank) towards EMD shall also be accepted.

6.6 EMD can also be deposited in HEC Ltd. Account through RTGS (details at P-2/C)

6.7 EMD will be converted to security deposit (SD) in case of successful bidder(s). EMD of unsuccessful bidders will be returned after finalization of contract and Interest of any sort will not be payable on EMD.

6.8 EMD Validity: EMD should be valid till the finalization of tender from the date of tender opening, and should be suitably extended by the bidder as and when requested for to do so.

6.9 Interest on EMD: No interest shall be payable on EMD

EMD EXEMPTION.:

Tenderers registered with National Small Industries Corporation/ Small Scale Industries/ Micro, Small scale Industry(MSE) for the tendered item will be exempted from submission of EMD. The tenderer should enclose an authenticated / notarized copy of their valid registration certificate with NSIC, MSME,SSI for grant of exemption.

7.0 TECHNO-COMMERCIAL BID

7.1 The tenderer shall carefully check the specifications and drawings and shall satisfy himself of the suitability of the equipment being offered and shall take full responsibility for the efficient operations and guarantee of specified output of the Plant and equipment offered.

7.2 The offer should be complete in all respects along with supporting documents and technical literature like catalogue, test charts, **credentials**, list of customers of similar job, performance feedback reports from users etc.

7.3 The offer should confirm to technical specification and general conditions of contract. However, deviations, if any, should be clearly brought in notice out by the tenderer. The tenderer should invariably attach with their offer a clause-wise compliance statement against (I) Instruction to Tenderers (II) Technical specification (III) Special terms & conditions of contract in a specified format as per Annexure – C stating where they meet requirement in to and where and how they deviate giving full details and remarks if any.

7.4 The tenderer should certify in the techno-commercial bid that the price-bid contains item-wise price with detail breakup as specified in Technical Specification.

7.5 In order that no clarification is needed after opening of Price Bid of techno-commercially acceptable offers, it is essential that the un priced copy of the price bid (**REPEAT UNPRICED**) alongwith other terms & conditions should be enclosed with the Techno-commercial bid. Proforma of un-priced bid is enclosed as Annexure-D. **Note: No price indication should be there in techno commercial bid otherwise the bidder's offer is liable to be rejected.**

- 7.6 The check list (Compliance Certificate) as **per Annexure – E** to be filled by the tenderer and to be submitted alongwith techno-commercial bid.
- 7.7 **Tenderer are requested to visit the site of Installation** and inspect the site if considered necessary and shall satisfy himself of site conditions and shall collect himself any other Information which he may require before submitting the tender. **Claims and objections due to ignorance of site conditions will not be considered after submission of the tender.**
- 7.8 Incomplete quotations are liable to be ignored.
- 7.9 **Rates for Optional Spares should be quoted separately item-wise and not to be included in the price of the machine.** However detail list of Operational and consumable spares to be provided.

8.0 Guarantee to provide Spares

- 8.1 Acceptance of tender for the supply of equipment on the invitation will be subject to tenderers certifying that they have adequate servicing and spare parts facilities in respect of the equipment tendered for by them or that they shall arrange to provide such facilities simultaneously with the supply of the equipment.
- 8.2 Tenderers shall also undertake that supplies of necessary maintenance equipment and spare parts will be made available for life of the machine on a continuous basis.
- 8.3 The successful tenderer shall warranty that before going out of production of the spare parts he will give adequate advance notice to the purchaser so that the later may order his requirements of spares in one lot, if he so desires.
- 8.4 The successful tenderer shall further guarantee that if he goes out of production of spare parts, then he will make available blueprints, drawings of the spare parts and specifications of materials at no cost to the purchaser as and when required in connection with equipment to enable the purchaser to fabricate or procure spare parts from other sources.
- 8.5 In case spares are also ordered with the equipment, tenderer will undertake to offer spares for delivery along with the main equipment only and not before.

9.0 THE PRICE BID AND UN-PRICED BID ALONG-WITH TECHNO-COMMERCIAL BID :

- 9.1 In the price bid, the tenderer shall include all elements of cost of Equipment strictly as per the scope of supply & services specified in technical specification. **The price shall be item wise in accordance with and as stated in the specification.** The vendor will be responsible for complete execution of the job as specified in the scope of work. The rate quoted should be valid for 120 days.
- 9.2 The tenderer shall give the detail price schedule item-wise taking into consideration of all the element of work and services as covered under the scope of work.
- 9.3 For all equipment, accessories, spares etc. of import origin from out side India, prices shall be quoted for delivery on FOB basis indicating the Port of shipment. **However the tendrer shall indicate the approximate cost of Freight & Insurance upto the port of entry i.e. KOLKATA (in India) to arrive at landed cost.**
- 9.4 In some cases, a foreign supplier stipulates that purchases can be made through their Indian counterpart/ collaborator (not agent). In such cases purchase can also be made against Rupee payment only for those equipments against offer from Indian tenderers, but the custom clearance should be arranged by the tenderer and he should arrange inspection/ training in India and also provide after sale services. Prices for equipment, accessories, spares etc. shall be quoted in rupees for delivery ex-works. Statutory duty e.g. GST etc. if applicable, shall be indicated separately and distinctly. The freight charges, if any, **MUST** be quoted separately. However, order if any, will be on FOR destination basis. **The price break-up should be given considering all elements to arrive at landed cost. The firm should also ensure to provide all necessary documents to avail Input credit by HEC.**
- 9.5 For all plant and equipment accessories, spares etc. of indigenouse source, prices shall be quoted in INR for delivery ex-works. Statutory duties e.g. GST etc. if applicable, should be indicated separately and distinctly. The freight charges if any **MUST** be quoted separately. However, order if any, will be on **F.O.R. destination basis. The price break-up should be given considering all elements to arrive at landed cost.**

- 9.6 Revision in price bid or techno-commercial bid having impact on prices will not be considered after opening of techno-commercial bids.
- 9.7 Quoted Price should be in words and figure. Any discrepancy between words and figures, the price in words shall prevail.
- 9.8 Price quoted should be exclusive of GST and any other taxes if applicable.

10.0 TECHNICAL CAPACITY

- 10.1 The tenderer shall satisfy the purchaser that he possesses the necessary technical experience and qualification and that he has at his disposal suitable modern facilities and staff of specialized nature to ensure that his contract work is of best quality and workmanship, according to the latest engineering practice. The tenderer shall furnish necessary particulars in this behalf with the tender.

10.2 Compliance to the Prequalifying criteria as mentioned above in Instruction to the Tenderers.

11.0 FINANCIAL CAPACITY:

- 11.1 The tenderer shall produce satisfactory proof that he is financially in a position to fulfill the contractual obligations offered to be undertaken by him. The relevant document as mentioned in Prequalifying criteria to be submitted in this regard. In the case of Indian tenderer the tenderer shall also submit the following with their techno-commercial bid.
- a) Copies of last three years annual report indicating profits and losses
 - b) Copies of Partnership deeds if applicable.
 - c) Copy of certificate of incorporation and Articles of Association if applicable.
 - d) Copies of ownership documents in respect of manufacturing plant.
 - e) General power of attorney in favour of any signatory, other than the owner/head of the firm.
 - f) Affidavit that the firm has never been banned.

12.0 LEGAL CAPACITY

- 12.1 The tenderer shall satisfy the purchaser that he is competent and authorized to submit tender and/or to enter into a legally binding contract with the purchaser. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender, submitted by him is legally binding upon himself, his firm or company as the case may be.

13.0 QUERIES/CLARIFICATIONS:

- 13.0 Queries/Clarifications of all nature, if any that may arise should be referred by the tenderer by Telex/ Cable/ Letter direct to the signatory at the following Address:

Deputy General Manager
Purchase, Materials Management Division
Foundry Forge Plant
HEC Ltd, Dhurwa, Ranchi – 834 004
Tele: 0651 -2400427, 2400445, 2401437, 2401107
FAX: 0651 – 2401323, 2401571, 2401437
Email : vimalkumar@hecltd.com, usha@hecltd.com

OR

Deputy General Manager
04-Shop
Foundry Forge Plant
HEC Ltd, Dhurwa, Ranchi – 834 004
Tele:(Mob): +91 7547878961
Email: vikaskumar@hecltd.com

14.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

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

15.0 EVALUATION OF PRICE BIDS OF TECHNO-COMMERCIALY ACCEPTABLE BIDDER

15.2 For ranking of offers, price of complete scope of supply of each item as detailed in technical specifications excluding the price of Optional spares will be considered on FOR Destination basis.

16.0 Explanation/Justification for price:

All the Bidders may be required to explain/justify the basis of their quoted price as and when asked for.

17.0 Banned/Suspended firms/contractors etc, are not eligible for submission of quotations against this tender, during the period for which they have been suspended/banned for business dealings with HEC or any PSU/Private sectors and if submitted, those offers/quotations will be treated as unsolicited & will not be considered.

18.0 Bank Details: Bidder should indicate their complete banker's details i.e. account number bank name, bank city, branch name, Swift code and Branch Code in their offer. The vendor shall be required to submit details of their bank account for enabling HEC to make payment in e-mode, wherever facilities to make payment by e-mode exist. Furnishing details in Mandate form (Form: I) by the bidder is mandatory for making payment in electronic mode by the corporation.

19.0 Bidder who submit their offers shall be deemed to have read, understood and accepted the terms & conditions of the tender.

Technical Specification:

SCHEDULE

Item No.	Description of Material	Quantity	Remarks
1.	Design, Manufacturing, Supply, and Installation & Commissioning of closed loop overhead conveyor type Automatic External Shot Blasting alongwith Zinc spray coating system on Turnkey basis excluding civil work. Detail Technical specification and scope as per Annexure – 1.	01 NO	
a.	Supply of warranty spares & consumables for 2 years		
b.	Supply of Operating Spares and Maintenance spares. (Please provide detail breakup of Operating and Maintenance Spares for 2 years with Price).		
c.	Project completion period		Within 10-12 weeks from date of P.O.
2.	Design, Manufacturing, Supply, Installation & Commissioning of Automatic Internal Shot Blasting machine on Turnkey basis excluding civil work. Detail Technical specification and scope as per Annexure – II.	01 NO	
a.	Supply of warranty spares & consumables for 2 years		
b.	Supply of Operating Spares and Maintenance spares. (Please provide detail breakup of Operating and Maintenance Spares for 2 years with Price).		
c.	Project completion period		Within 10-12 weeks from date of P.O.

IMPORTANT NOTE :

- 1. Price to be quoted separately for the both items. L-1 shall be decided item wise on landed cost basis.**
- 2. The offer has to be submitted in Two part bid system viz;**
 - a) Techno commercial bid
 - b) Price Bid
- 3. Tender in Parts shall not be accepted.**
- 4. Spares for Operation & Maintenance:** The spares list with price as under to be submitted.
 - i) Operational spares (After Warranty Period): The list of Operational spares (Operation and maintenance) required after warranty period with price to be submitted separately, which shall be optional. **The prices of Operational spares (Optional) shall not be considered for evaluation of L-1 firm.**
- 5. Quotation for only one part i.e; either supply part or Service part shall not be accepted.**
- 6. The firm shall have to submit detail Bill of Material separately for the system.** The Bill of material must indicate the **Brand and Make** for each item.
- 7. The tenderer has to submit the Price breakup for each item**
8. The Indigenous tenderer has to submit the PAN no, GST No. along with the Techno commercial bid with supportive document.
9. The foreign bidder has to submit the PAN No after placement of order.
10. The Un priced Bid for the system must be submitted along with the Techno commercial bid.
- 11. Detail Time schedule:** The Tenderer shall furnish the detail activity wise time schedule for works and service involved in the **bar chart format.**

Specification for automatic External shot blasting along with Zinc spray coating system

1. **Scope:** Design, manufacture, supply, erection & commissioning of closed loop overhead conveyor type automatic external shot blasting along with Zinc spray coating system.
2. **Purpose:** Surface preparation by shot blasting for and automatically controlled zinc spray coating on external surface of empty bomb shell.
3. **Workpiece material:** Alloy cast steel to hardness 300 to 350 HB.
4. **Size of workpiece:** As per attached sketch.
5. **Main technical requirements:**
 - Zinc coating thickness must be 0.1 to 0.2 mm at any one point.
 - Composition of zinc to be sprayed shall comply with the requirements of BS 3436 Grade B (99.9% purity) but copper content shall not exceed 0.05%.
 - Surface of the sprayed coating shall be of uniform texture free from lumps and coarse areas.
 - There must be a suitable measuring system (calibrated magnetic or electro-magnetic thickness meter) to check the thickness of coating.
 - Abrasive-Chilled iron grit no. 24 having a hardness of the same order as the bomb body.
 - Nozzle diameter – not exceeding 12.7mm (1/2 inch)
 - Nozzle position – At right angles to and about 228.6 mm (9 inches) from the surface.
 - Air pressure – Not less than 2.5 kg/cm². (30 lbs/sq. inch)
6. **Safety:** All the safety inter-locking and limit switches should be provided where ever necessary. Such as the machine will not start if the door is open. Blasting will not take place if the nozzle is not at its home position etc.
All the statutory safety requirements must be fulfilled.
7. **Spares:** Guarantee to provide spares for 2 years trouble free operation on three shifts continuous running basis.
A list of Std. spares to be used shall have to be provided by the tenderer.
8. **Documentation:** 3 sets of following documents (hardcopies) and two soft copies (pen drive) in English language should be supplied along with the setup
 - (a) Operation manual of the equipment
 - (b) Maintenance and commissioning manuals.
 - (c) PLC program
 - (d) Other necessary documents, manuals, catalogue etc., to be provided as per recommendation of vendor which have not been mentioned above.
9. **Training:** FFP/HEC persons should be trained at FFP premises on the following areas below free of cost
 - (a) Operation of equipment.
 - (b) Mechanical, Electrical, electronic maintenance.
 - (c) Training of PLC Programming
10. Erection and commissioning of the system to be done by the tenderer.
11. **Civil Work:** Construction of foundation and other civil work will be carried out by FFP/HEC. Necessary foundation drawings and general assembly drawings has to be supplied by tenderer within 2-3 weeks of placement of purchase order. If required, Tenderer may depute their representative during execution of civil work.
12. **Equipment acceptance:** The equipment shall be accepted as per PAC and FAC Terms

Specification for **Automatic Internal shot blasting machine**

1. **Scope:** Design, manufacture, supply, erection & commissioning of automatic internal shot blasting machine.
2. **Purpose:** To generate internal surface by shot blasting for varnishing with Ra value 10 or better.
3. **Workpiece material:** Alloy cast steel to hardness 300 to 350 HB.
4. **Size of workpiece:** As per attached sketch.
5. **Main technical requirements:**
 - Abrasive-Chilled iron grit no. 24 having a hardness of the same order as the bomb body.
 - Nozzle diameter – not exceeding 12.7mm (1/2 inch)
 - Nozzle position – At right angles to and about 228.6 mm (9 inches) from the surface.
 - Air pressure – Not less than 2.5 kg/cm². (30 lbs/sq. inch)
 - Blasting to be achieved inside the shell including nose profile and radius with proper protection of threads and holes.
 - All the operations are to be controlled by PLC controlled control panel.
6. **Safety:** All the safety inter-locking and limit switches should be provided where ever necessary. Such as the machine will not start if the door is open. Blasting will not take place if the nozzle is not at its home position etc.All the statutory safety requirements must be fulfilled.
7. **Spares:** Insurance of supply of spares to be used for 2 years trouble free operation on three shifts continuous running basis.
A list of Std. spares to be used shall have to be provided by the tenderer.
8. **Documentation:** 3 sets of following documents (hardcopies) and two soft copies (pen drive) in English language should be supplied along with the setup
 - a) Operation manual of the equipment
 - b) Maintenance and commissioning manuals.
 - c) PLC program
 - d) Other necessary documents, manuals, catalogue etc., to be provided as per recommendation of vendor which have not been mentioned above.
9. **Training:** FFP/HEC persons should be trained at FFP for the area given below free of cost
 - a) Operation of equipment.
 - b) Mechanical, Electrical, electronic maintenance.
 - c) Training of PLC Programming
 - d) Erection and commissioning responsibility will rest on vendor
10. **Civil Foundation:** Construction of foundation and other civil work will be carried out by FFP/HEC. Necessary foundation drawings and general assembly drawings has to be supplied by vendor within 2 weeks of placement of purchase order. If required, vendor may depute the representative for physical verification of foundation.
11. **Equipment acceptance:** The equipment shall be accepted as per PAC and FAC Terms

Special Note:

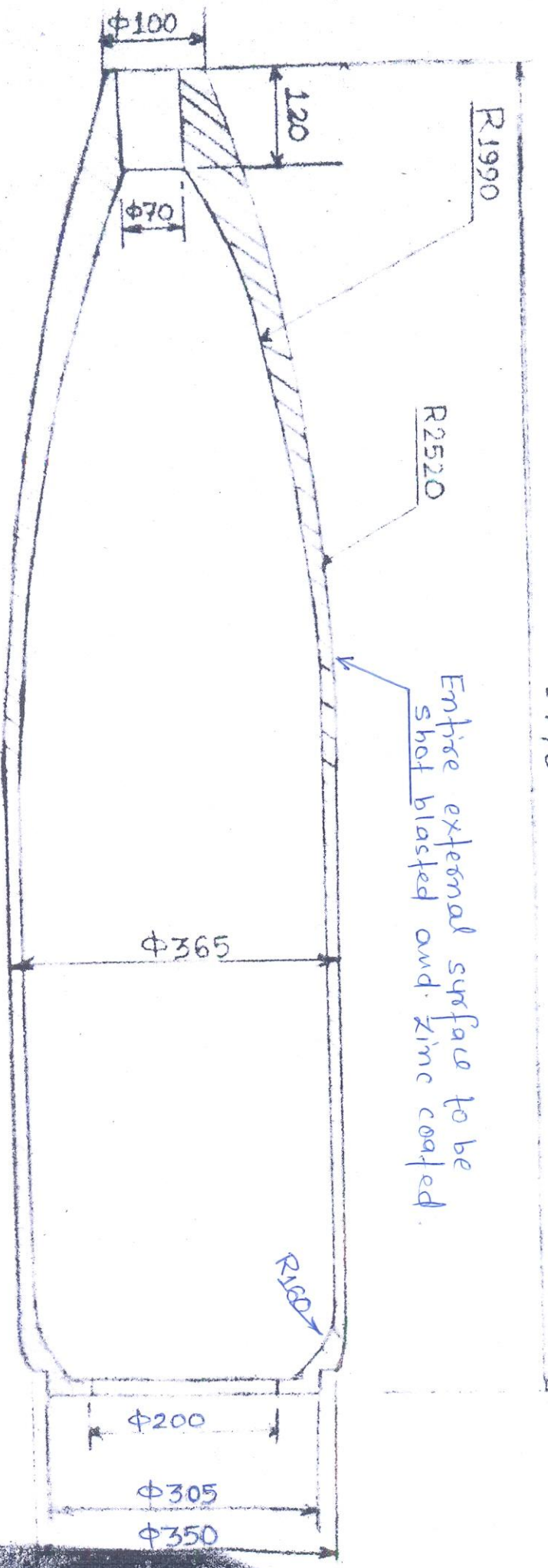
1. The vendor to confirm/ specify each of our requirements. Inadequate/ incomplete information against any clause of the specification /requirements shall be treated as non-compliance.
2. Offer should be supported with printed catalogue of external shot blasting & zinc spray coating setup with technical detail containing drawings photographs and details of the all features.
3. Any items/points not covered in the specification but considered essential for proper design and operation of the equipment/setup shall be included by the supplier. If the supplier feels that in his opinion, by his experience and in accordance with the modern practice, he is in a position to submit a better more suitable offer, he shall indicate them and submit the offer on the basis of specification he considers more suitable and capable of meeting the requirements and should clearly state its merit.

Please note that the Basic Technical requirement should not be changed.

(B)

SHELL

1770 ± 5

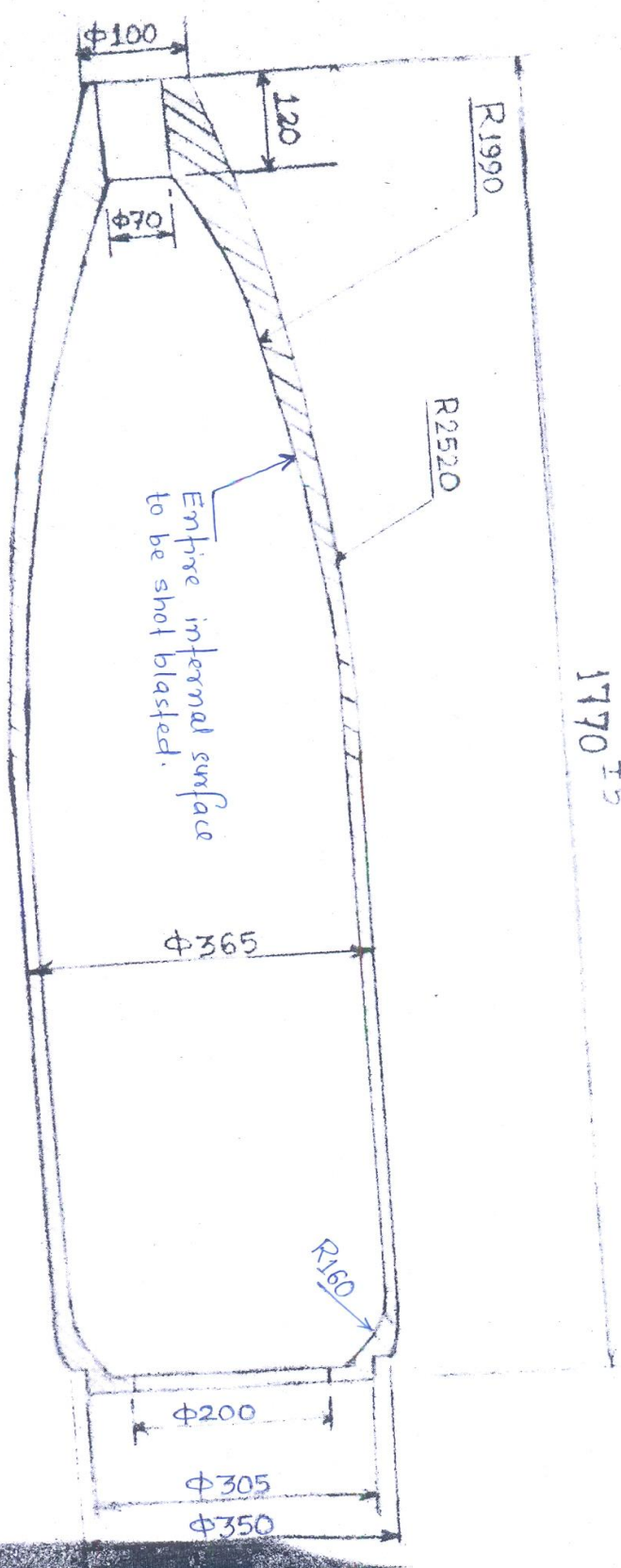


WT. 210 ± 10 kg

(B)

SHELL

1770 ± 5



WT. 210 ± 10 kg

ANNEXURE – III

The brief of Scope of Work of the project. :

1. Design, manufacture, supply, erection & commissioning of total system excluding Civil Work on Discrete Turn- key basis.
2. The Bill of material must indicate the **Brand and Make** for each item.
3. Storage of the equipments, materials & Insurance, safety is under tenderer's scope.
4. Supply of Equipments & Materials, Commissioning spares and Oil & Lubricants., Warranty Spares.
5. Erection of Plant with Mechanical, Electrical Equipments including instruments.
6. Testing & Commissioning and guarantee running for 24 months.
7. First fill oil and lubricant of all the equipments and machines to be supplied by the tenderer till the completion of FAC.
8. All the Instruments/equipment should be calibrated from the NABL/ERTL/ETDC/NPL accompanied with Certificate. The validity of calibration certificate shall not be less than one year.
9. Test certificates for all instruments, equipments, pressure switched gauges, valves, transmitters, Thermocouples, compensating cables etc has to be provided.
10. Training to the HEC 's nominated person for operation and maintenance of the system.
11. Painting of all mechanical items like, pipes, valves, gauges etc as well as electrical panel as per statutory requirement to be done by the tenderer.
12. All tools & tackles , consumables, like DA, oxygen, Welding Electrodes, welding machine etc to be arranged by the tenderer.
13. Lodging & fooding for the manpower deployed for execution of work to be arranged by the tenderer.
14. Arrangement of crane, portable crane, Hydra, and other material handling equipments etc shall be under scope of tenderer.

HEC's Scope

1. EOT Cranage , lifting & Unloading facilities (inside shop), electrical supply source, free of cost water at its source, In-house space for temporary storage and working office.
2. Compressed air at pressure of 4-6 Kg/Cm².

N.B:

The Specifications / requirements given are only INDICATIVE. Tenderer are requested to visit the site of Installation and inspect the site before submission of offer. It is to be noted that aforesaid work will be a Turn- key project (complete package). Any item for scope of supply and installation not covered in above will also fall in the scope of tenderer for completion of the project.

(Susheel Kumar)
SDGM(I/c)/MM/FFP

P A C		
Detail Scope of PAC (The PAC period shall be one month from date of Commissioning)		
A.	Drawings	Submission of all drawings related to CIVIL foundation , and allied civil works and Mechanical and Electrical drawings of all components/ equipments of the complete system to be provided.
B	Supply	Supply of all equipments /components of equipment as per P.O.BOM
C	Demonstration of all features of the system to their full capacities	
D	Erection & Commissioning	Completion of Erection & Commissioning of total system.
E	Confirmation of Technical requirement	The system shall be tested/checked for achievement of technical requirement as specified in Annexure –I & II as applicable.
F	Trial Run	The equipment shall be started for trail run for shot blasting including Zinc coating of 6 pcs to observe the achievement of defined technical specification/ parameter.

(Susheel Kumar)
SDGM(I/c)/MM/FFP

F A C		
Detail Scope of FAC (The FAC period shall be 6 month from date of PAC)		
A	Continuous / Smooth Running of System	The system should be run trouble free without breakdown.
B	Training	Completion of Training to HEC nominated persons.
C	Training	Completion of Training to HEC nominated persons as defined in Annexure.
D	Checking of required output	During the FAC period the system shall be observed for giving desired result as per technical specifications.
E	Manufacturing of 60 Pcs of item	The system shall be tested for manufacturing of 60 pcs without any deviation from technical requirement as specified in NIT. The period shall be 6 month from date of PAC.
F	All consumables like Zinc Wire, Chilled iron grit no 24 , Oil & Lub etc to be supplied by the tenderer during the FAC period.	

(Susheel Kumar)
SDGM(I/c)/MM/FFP

TENDER ENQUIRY NO:-PUR/FFP/2017/450192/90/371

Dt.15.06.2019

16.0 SPECIAL TERMS & CONDITIONS

16.1 Risk purchase and general damage will be applicable as per Corporation General Terms and Conditions of Contract. and as amended up to date.

16.2 SECURITY DEPOSIT:

Successful tenderer will be required to submit Security deposit equivalent to **5% of** contract value, within 21 days of issue of contract.

16.3 DELIVERY :Time is the essence of the contract. The tenderer shall quote his best and earliest delivery so that machine is available at site at the earliest. The time schedule for the delivery of the Equipment, Installation & commissioning and putting into operation as specified in technical specification should be indicated suitably in the tender. Tenderer will submit **a BAR CHART** in this regard showing detailed activities for execution of the order if any and their time schedule for consideration of the purchaser.

PAC and FAC shall be issued by Purchase dept/FFP on receipt of the Certificate from the committee of confirmation of fulfilling the parameter towards PAC and FAC.

16.4 L.D. CLAUSE

16.4.1 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: -

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

OR

b. 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 canceling the contract in respect of the consignment not yet due for delivery.

OR

c. 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.

16.4.2 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.

16.4.3 Delay in Erection & Commissioning of equipment will attract LD @ 0.5% per week on Total Basic Contract price(inclusive of cost of equipment)and subject to maximum 10% of the total basic contract value

16.4.4 However total LD in case of 16.4.1 & 16.4.2 shall not exceed 10% of Total basic Contract value.

16.5 Compliance with Statutory Laws and other regulations of Govt./Local/Authority:

16.5.1 All statutory /labour rules of Govt./Local authorities as applicable at site shall be strictly followed by the Tenderer. Tenderer shall indemnify employer against any such implication.

The following Acts with latest amendment thereof shall be complied with by the successful Tenderer.:

- a) Employee Provident Fund & Misc Provision Act 1952.
- b) Contract Labour Act (Regulation and Abolition Act 1970,.)
- c) Minimum Wages Act, 1948.
- d) Payment of Wages Act,1936.
- e) Workmen Compensation Act,1923.
- f) Factories Act,1948.
- g) Apprenticeship Act,1961.0
- h) Family Pension Act,1952.
- i) ESI Act..
- j) Shop & Establishment Act.
- k) Cess Act,1996
- l) Any other statutory Act relevant to in this regard.

Apart from the compliance of above ACT's, the Successful tenderer have to comply the followings:

1. Ensuring for safety of all employees/ deployed workmen by providing necessary safety appliances like Hand Gloves, First Aid items, Safety Shoes, Safety Helmet etc to the deployed workmen as per the instructions of HEC's Safety department towards safe execution of the work.
2. Submission of copy of valid Labour license (if applicable) for deployed workmen in purchase Dept/FFP.
3. Ensuring lodging & boarding facilities to deployed workmen.

16.6 PACKING:

16.6.1 FOR INDIGENOUS MACHINE:

16.6.1.1 The Supplier must ensure that sturdy packing is used to withstand rough handling during transit by rail/road. The Supplier will be responsible for internal damages if any, when outwardly there is no damage to the package.

16.6.2 FOR IMPORTED MACHINE:

16.6.2.1 The packing must be such that it is able to withstand the vagaries of weather, shipping and roughness of handling by port labour, cranes and fork-lifts.

16.6.2.2 The consignments as far as possible must be shipped in containers. Transshipment is not permitted.

16.6.2.3 In case the supplier fails to meet the qualitative requirements for packing, he must make good all losses arising out of failure to meet contractual obligations. The supplier will be responsible for internal damages if any, even if outwardly there is no damage to the package.

16.6.3 MARKINGS: (COMMON FOR INDIGENOUS/ IMPORTED MACHINE).

16.6.3.1 The following markings on two opposite faces and top side should be stenciled in legible ink on the packing cases containing the consignments at the time of dispatch:

Contract No & Date.
Full address of consignee.
Port of landing/Rly siding of the consignee.
Total No. of packages & SI No of each packing case.
Up right arrow.
Gross weight.
Special marking for case.
Brief nomenclature of equipment.
Slinging position.

16.6.4 PACKING DOCUMENTS: (COMMON FOR INDIGENOUS/ IMPORTED MACHINE).

16.6.4.1 The following documents will be kept in the packing case:

- a) Packing List/Invoice.
- b) Pre-delivery inspection certificate.

16.7 STANDARD TERMS OF PAYMENT:

16.7.1 Drawings, Design and Engineering

- a. Five percent (5%) of the contract value for supply of Plant & Equipment, including GST shall be released on submission & approval of all drawings (including civil foundations and constructions), design, engineering in accordance with the approved Billing Schedule.
Following document to be submitted by the firm within statutory time limit:
 - i) GST Invoice in triplicate
 - ii) Certificate of committee with regard of receipt of all the drawings and documents.

16.7.2 Supply of Plant & Equipment, Commissioning Spares, consumables operational spares and wear parts

16.7.2.1 Sixty Five percent (65%) of the contract value for supply of Plant & Equipment, including Goods and Service Tax (GST) shall be released on pro-rata basis on receipt of plant & equipment at Site, in full and good condition, in case of indigenous plant & equipment and for imported plant & equipment for which prices indicated in the Contract are in Foreign currencies, on receipt of Shipping Documents.

Following document to be submitted by the firm within statutory time limit:

- j) GST Invoice in triplicate
- ii) Guarantee Certificate in triplicate.
- iii) Test Certificate in triplicate
- iv) Certificate of committee with regard of receipt of all the material as per BOM.

16.7.2.2 Fifteen percent (15%) of the contract value for supply of Plant & Equipment, including GST shall be released upon issue of the Preliminary Acceptance Certificate(PAC).

Following documents in original to be submitted by the firm within statutory time limit:

- i) Supplementary GST Invoice in triplicate.
- ii) PAC Issued by Purchase deptt/FFP.

- 16.7.2.3 Fifteen percent (15%) of the contract value for supply of Plant & Equipment including, GST shall be released upon issue of the Final Acceptance Certificate (FAC).
Following documents in original to be submitted by the firm within statutory time limit:
- i) Supplementary GST Invoice in triplicate.
 - ii) PBG of 10% of contract value valid for Guarantee period of 12 months from the date of issue of FAC.
 - iii) FAC Issued by Purchase dept/FFP.
 - iv) Certificate issued by user department for submission of documents & providing training by the successful bidders scope of work and supply.

- 16.7.2.4 All interim / progress payments shall be regarded as payments by way of advance against the final payment only and not as payment for work completed and shall not preclude defective / imperfect / incomplete Facilities to be removed. It will not be considered as an admission by the Purchaser of the due performance of the Contract, or any part thereof by the Supplier nor shall it preclude, determine or affect in any way the powers of the Employer under these conditions or in any way vary or affect the Contract.

Supplier agrees that any retention money withheld from any invoice towards security against the obligation due from the contractor i.e., Preliminary Acceptance Certificate, Commissioning Certificate , Performance guarantee certificate & Final Acceptance Certificate, and payment for such invoice be regarded as fully discharged for the purpose of GST.

16.7.3 FOR ERECTION & COMMISSIONING

- 16.7.3.1 Seventy percent (70%) of the contract value for erection, commissioning, supervision including, GST shall be released upon issue of the Preliminary Acceptance Certificate.

Following documents in original to be submitted by the firm within statutory time limit:

- i) GST Invoice in triplicate.
- ii) PAC Issued by Purchase Dept/FFP.

- 16.7.3.2. Thirty percent (30%) of the contract value for erection, commissioning, supervision including, GST shall be released upon issue of the Final Acceptance Certificate.

Following documents in original to be submitted by the firm within statutory time limit:

- i) Supplementary GST Invoice in triplicate.
- ii) FAC Issued by Purchase Dept/FFP.

16.7.4 PERFORMANCE BANK GUARANTEE

Successful bidder will have to submit a Performance Bank Guarantee (PBG) for an amount equivalent to 10 % (Ten Percent) of the total Contract Price for supplied materials, workmanship & performance of the system within 15 days from the date of issue of FAC . The validity of PBG shall be 12 months from the date of issue of FAC. The validity of PBG shall be extended as and when requested to do so.

- 16.7.5 **INCOME TAX DEDUCTION** : It will be deducted as per prevailing GST rule.

- 16.7.6 **PAYING AUTHORITY** : Finance dept./FFP

16.7.7 **PERMANENT ACCOUNT NUMBER :**

All indigenous tenderer shall submit along with their tender, Permanent Account Number of Income Tax (PAN). Foreign tenderer may also give their PAN if they have acquired the same.

16.7.8 **TAXES & DUTIES :**

I) **In case of Import**

16.7.8.1.1 All bank charges and stamp duties payable in Tenderer's country in connection with the payments to be made shall be borne by the tenderer. All bank charges and stamp duties payable in India shall be borne by the purchaser.

16.7.8.1.2 All taxes , fees, duties and other levies freight of any kind that may be payable upto the stage of putting the materials in FOB position shall be borne and paid by the tenderer.

16.7.8.1.3 All taxes fees, duties and other levies payable in India on the materials shall be payable by the purchaser, subject to any deductions which the purchaser is authorized to make under the contract, the tenderer shall be bound to pay.

16.7.8.1.4 The foreign bidder has to submit the PAN No after placement of order.

II) **In case of Indigenous**

a) All statutory Taxes and duty as applicable in India at the time of supply shall be payable by purchaser. However if the firm fail to supply the material/complete the project in stipulated delivery period and if there is changes in the rate of taxes & duties, the differential rate of taxes & duties shall be paid by the tenderer.

b) The Indigenous tenderer has to submit the PAN no, Service tax no , GST No along with the Techno commercial bid with supportive document.

16.8 **GUARANTEE AND WARRANTY OF SUPPLIES:**

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

- (a) Satisfaction of technical and other parameters mentioned in the specification and contract.
- (b) Adequate factors of safety for all parts of the equipment to withstand the mechanical and/ or electrical stresses developed therein under specific operating conditions.
- (c) Performance data furnished/ specified for the equipment should be actually obtainable when the equipment is installed and tested at site.

16.8.2 Warranty :

- (a) The supplier shall warranty that the equipment will be in accordance with the specification/ contract suitable in design and workmanship for conditions envisaged in the specification.
- (b) The supplier shall warrant that the equipment will be free from defects in design, material or workmanship.
- (c) Supplier's obligations under the warranty shall involve repair, rectification and making good at site the defect, imperfection or fault attributable to defective design, material or workmanship.
- (d) Inspection by purchaser's representatives at various stages would not relieve the supplier of his obligations under the warranty.
- (e) The Supplier/ seller hereby declares that the goods/ store/ articles sold/ supplied to the purchaser under this contract shall be of Proven quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the said contract. The goods/ stores/ articles would continue to conform to the description and quality aforesaid for a **period of Twenty Four (12) months** from the date of final commissioning of the said goods/ stores/ articles to the purchaser. If during the aforesaid period **of 12 months** the said goods/ stores/ articles be discovered not conforming to the description and quality aforesaid or not satisfactory performing or have deteriorated, the decision of the purchaser in that regard shall be final and binding on the supplier/ Seller. The purchaser shall be entitled to call upon the supplier/ seller to rectify the goods/ stores/ articles or such portion/ portions thereof as is found to be defective within the reasonable period or such specific period as may be allowed by the purchaser in his discretion on an application made thereon by the supplier/ seller and in such an event the above mentioned warranty period shall be applied to the goods/ stores/ articles rectified from the date of rectification thereof, otherwise the supplier/ seller shall pay to the purchaser such compensation, as may arise from breach of the Warranty herein contained.

16.9 LEGALITY AND DISPUTE SETTLEMENT
ARBITRATION CLAUSE –Applicable between HEC Ltd and Private Supplier excluding FOB supplier

16.9.1 The parties to this contract at the first instance shall endeavor to settle by mutual discussion all the questions of disputes or differences arising out of, or relating thereto, or in connection with this contract and in the event of failure of settlement, the aggrieved party shall refer the unresolved dispute(s) or difference(s) to the Chairman-cum-Managing Director of the company (HEC Limited) for adjudication by a sole Arbitrator to be appointed by him (CMD of HEC Ltd) who (sole Arbitrator) shall adjudicate the matter in question in accordance with the arbitration and conciliation Act, 1996 (For short “Act”) and publish the award. The parties shall have no objection if the sole Arbitrator so appointed is an employee or Ex-employee of HEC Ltd. If the sole Arbitrator for any reason, whatsoever, becomes unable to proceed with the arbitration, the Chairman-cum-Managing Director of the company shall appoint his successor arbitrator who may proceed with the reference from the stage it was left by his predecessor subject to provision of the Act. The venue of arbitration proceeding shall be at Ranchi in the state of Jharkhand, INDIA alone.

JURISDICTION OF COURT

For any or all types of disputes arising out of the contract, the jurisdiction of court shall be at Ranchi in the State of Jharkhand (INDIA) alone.

16.9.2 **ARBITRATION CLAUSE -FOR Suppliers (FOR PUBLIC ENTERPRISES/ GOVT. DEPARTMENTS) :**
In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the disputes to the disputes, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

16.9.3 ARBITRATION (for FOB Suppliers /Contractors):

All disputes, differences, controversies/differences of opinions, breaches and violation arising from or related to the agreement arises out of this Agreement between parties the same shall be resolved by mutual discussions/reconciliation in good faith.

If the disputes, differences, controversies/differences of opinions, breaches and violation arising from or related to the agreement can not be resolved within 60 (sixty) days of commencement of reconciliation / discussion, then such question , dispute or difference (except as to the matters, the decision to which is specifically provided under this agreement) shall be finally settled by arbitration under the Arbitration and Conciliation Act, 1996 which has been enacted based on the United nations Commission on International Trade Law (UNICITRAL). The parties may agree to appoint a sole arbitrator. Judgment upon the award by the arbitrator will be final and binding and may be entered in any court having jurisdiction thereof. Each party hereby waives any sovereign or international organizational immunity defense to which it would be otherwise entitled, to the fullest extent necessary to conduct such arbitration , to enforce and collect on any judgment entered on an award in arbitration, and to engage in any other matters incidental thereto. The place of any such arbitration shall be at New Delhi, India . the Language to be used in the arbitration proceedings shall be English.

GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the substantive law in force in India without reference to any of its conflict of law rules.

16.10 GOVERNMENT OF INDIA NOT A PARTY TO THE AGREEMENT (for Foreign Bidders/ Suppliers)

It is expressly understood and agreed by and between(Name of foreign party / firm) and M/s Heavy Engineering Corporation Ltd .(for short "HEC") that HEC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is understood and agreed that Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that HEC is an independent legal entity with power and authority to enter into contracts Solely on its own behalf under the applicable laws of India and general principals of contract law. The Company expressly agrees , acknowledges and understand that HEC is not an agent , representative or delegate of Government of India. It is further understood and agreed that Government of India is not and shall not be liable for any acts, omissions, commissions , breaches or other wrongs arising out of the contract. Accordingly Corporation (HEC) hereby expressly waives , releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, cause or action or thing whatsoever, arising out of or under this agreement.

16.11 FOR IMPORTED MACHINE ONLY:

- (a) For machines of imported nature involving payment in Foreign Exchange, have to be quoted by the Foreign Manufacturer/Supplier directly without associating Indian Agents, if any, on FOB price stating the Port of shipment. **However the firm shall clearly mention the freight charge upto entry port i.e. Kolkata (In India).**
- (b) Tenderer to confirm that their quoted price does not include payment of Agency Commission to any third party.
- (c) Tenderer should also confirm in their offer that Export License, if required, would be arranged by the Tenderer.

16.12 PENALTY FOR USE OF UNDUE INFLUENCE

- 16.12.1 The seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the buyer or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offense by the seller or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1947 or any other Act enacted for the prevention of corruption shall entitle the buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the seller.

16.12.2 Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence the decision of the buyer directly or indirectly or any attempt to influence any officer/employee of the buyer for showing any favor in relation to this or any other contract, shall render the seller to such liability/penalty as the buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the buyer.

16.13 AGENTS/ AGENCY COMMISSION:

16.13.1 The seller confirms and declares to the buyers that the seller is the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the seller, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any, such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the buyer that the seller has engaged any such individual/firm and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the buyer. The seller also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such event be liable to refund all payments made by the buyer in terms of the contract along with interest at the rate of 2% per annum above the rate. The buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

16.14 ACCESS TO THE BOOKS OF ACCOUNTS:

16.14.1 In case it is found to the satisfaction of the buyer that the seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/agency commission and penalty for use of undue influence, the seller, on a specific request of the buyer shall provide necessary information / inspection of the relevant financial document/information.

16.15. In the event of an order being placed on you in pursuance of this invitation to tenders, the same will be governed by the Corporation General Terms and Conditions of Contract and as amended up to date. A copy of which may be obtained from this office or can be downloaded from our web site www.hecltd.com.

SUMMARY OF PRICE SCHEDULE for item no. 01(Automatic External Shot blasting along with zinc coating spray system)

(Format for Submitting Price Bid for each item, to be submitted in separate sealed cover)

Name of Firm:

Sl. No.	Description	Quantity	Value (Rs)
(I)	Supply of Plant & Equipment		
1.1	Design, Drawing & Documentation of the total system and civil foundations & other constructions, as per Technical Specification /requirement of the system.		
	Sub-Total (1)		
2.1	Supply of plant & equipment , electrical, mechanical Instrumentation items, as per Technical Specification with performance guarantee on (Ex-Works) basis including Manufacturing, shop testing, packing and forwarding charges on Lump sum & firm Price basis		
2.2	GST (rate considered-----)		
	Sub-Total (2)		
3.1	Inland transport including insurance for Indigenous supply		
3.2	Add GST (rate considered-----)		
	Sub-total (3)		
(II)	Erection & Commissioning		
4.1	Erection & Commissioning Charges		
4.2	Add GST (Rate considered -----)		
	Sub-total (4)		
5.0	Others, if any (Please specify)		
6.0	Total Price (1 to 4)		
(III)	Two years consumables & operational spares –Not to be quoted any price here, as it will not be considered for evaluation (it will not form the part of contract price, itemised price list to be furnished separately- Ref Annexure I)	NIL (pl fill the item rate annexure format only)	NIL (pl fill the item rate annexure format only)

Note: 1. The price to be quoted for each item as per schedule of Enquiry.

2.The firm must provide the break up for any additional charges other than above.

Date:

Signature of Supplier
Address & seal

SUMMARY OF PRICE SCHEDULE for item no. 02 (Automatic Internal Shot blasting machine)

(Format for Submitting Price Bid for each item, to be submitted in separate sealed cover)

Name of Firm:

Sl. No.	Description	Quantity	Value (Rs)
(I)	Supply of Plant & Equipment		
1.1	Design, Drawing & Documentation of the total system and civil foundations & other constructions, as per Technical Specification /requirement of the system.		
	Sub-Total (1)		
2.1	Supply of plant & equipment , electrical, mechanical Instrumentation items, as per Technical Specification with performance guarantee on (Ex-Works) basis including Manufacturing, shop testing, packing and forwarding charges on Lump sum & firm Price basis		
2.2	GST (rate considered-----)		
	Sub-Total (2)		
3.1	Inland transport including insurance for Indigenous supply		
3.2	Add GST (rate considered-----)		
	Sub-total (3)		
(II)	Erection & Commissioning		
4.1	Erection & Commissioning Charges		
4.2	Add GST (Rate considered -----)		
	Sub-total (4)		
5.0	Others, if any (Please specify)		
6.0	Total Price (1 to 4)		
(III)	Two years consumables & operational spares –Not to be quoted any price here, as it will not be considered for evaluation (it will not form the part of contract price, itemised price list to be furnished separately- Ref Annexure I)	NIL (pl fill the item rate annexure format only)	NIL (pl fill the item rate annexure format only)

Note: 1. The price to be quoted for each item as per schedule of Enquiry.

2.The firm must provide the break up for any additional charges other than above.

Date:

Signature of Supplier
Address & seal

Check List Compliance Report

SI No	Description	Firm's Remarks Yes/No	In case of noncompliance, deviation to be indicated
1	Submission of EMD		
2	Confirmation for submission of Tender Fee		
3	Confirmation for submission of Security deposit		
4	Confirmation for submission of PBG		
5	Validity 120 days from the date of opening of tender documents.		
6	Delivery period.		
7	Warranty period		
8	Submission of un priced copy of price bid along with techno-commercial bid.		
9	Para-wise compliance statement. (Enclose separate sheet)		
10	Confirmation regarding scope of supply and prices available against each item in price bid as per scope of supply mentioned in the technical specification.		
11	Confirmation for submission of BOM and BAR Chart		
12	Payment terms.		
13	Submission of catalogues / Drawing of the proposed job/ machines.		
14	Submission of Customers list / Reference list to whom the similar / proposed machines supplied by the tenderer.		
15.	Submission of test chart of the proposed job/machines.		
16.	Confirmation to risk purchase and L.D. clauses.		
17.	Confirmation to Special Terms & Condition of contract Clause No. 16.		
18.	Confirmation of submission of PAN		
19.	Confirmation of submission of UNPRIICED BID of each item with Techno commercial bid		

Sign of Tenderer with seal

OpenTENDER ENQUIRY NO:-PUR/FFP/2017/450192/90/371

Dt. 15.06.2019

MANUFACTURER'S RECOMMENDED LIST OF SPARES (MRLS)

EQUIPMENT: _____

Original Equipment Manufacturer (OEM)

Manufacturer's Part No	Source of Supply	Nomenclature	Nos fitted in one equipment	Spare Parts List as per TE	Unit Cost	Recommended scale for spare parts		Total Cost		REMARKS
						Unit	Cost	As per T.E	As per Recommended list of spares	
				Total Cost						

Notes :

1. Maintenance spares/stores like lubricants, sealing compound, gases should be given separately giving source of supply.
2. In 'Remarks' column Following information (if applicable) be given
 - (a) If an item has a shelf / operational life it may be indicated ;
 - (b) Matching set of components be indicated.
 - (c) Items which can not be manufactured in India due to sophisticated design/technology may be indicated.
 - (d) If a component/ assembly is common to other similar equipment offered by the OEM earlier these should be indicated.
3. Modules / assemblies should be listed and their components should be included under them so as to relate each item of spare to their module / assembly.

BANK GUARANTEE FORMAT for EMD DEPOSIT**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

NO.

Dated:

TO

MATERIALS MANAGEMENT DIVISION
 FOUNDRY FORGE PLANT
 HEAVY ENGINEERING CORPORATION LTD.
 RANCHI-834004, JHARKHAND
 INDIA

Dear Sirs.

In consideration of your agreeing to accept the Earnest money deposit of Rs.-----
 (Rs.-----) furnishable to you by M/s-----

----- (Hereinafter Referred to As Contractor) In terms of the Enquiry No. -----
 ----- Dtd. ----- for Supply of -----

----- (Hereinafter Referred to as the Contract) in the form of a
 Bank Guarantee in the Manner hereinafter contained we -----

-----, having registered office at -----
 ----- do hereby covenant and agree with you as follows.

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

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

3. This guarantee shall continue and hold good until it is released by you on the application by the contractor after expiry of the related warranty period of the said contract and after the contractor have discharged all their obligations under the said contract and produced a certificate of due completion of the work under the said contract and submitted a "NO Demand Certificate" provided always that this guarantee shall in no event remain in force after the date of----- without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us not withstanding that the same is or are enforced after the said date.

4. We-----, further undertake to extend the validity of this beyond the period prescribed in clause 3 or as extended from time to time for such further period as may be required in writing before the Expiry of this and upon such extension(s), all terms and conditions of this shall remain in full force till the expiry of this extended period(s).

5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the contractor or to postpone for any time or from time to time any of your rights or powers against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ----- (Rs. -----) as aforesaid or extend the period of the guarantee beyond the said Date of ----- unless expressly agreed to by us in writing in terms of clause 4 hereof.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any ways inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special Courier or Telefax to us or our Local Address as aforesaid.

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 uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any Amalgamation or absorption thereof or therewith but will ensure for the benefit 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
