



HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

**OPEN TENDER NOTICE**

No: - FF/CC/03-Shop/Refurbishment of 6000T Press/19-646

Date: 09.05.2019

**Sub.:-** Open Tender Enquiry for “**Retrofitting of 3 stage, Open die, push down, water hydraulic 6000T Press with oil hydraulic control system on discreet turnkey basis in 03-Forge Shop/FFP inclusive of Design, Engineering, Supply of oil hydraulic power pack & distributors with testing & commissioning**”.

Contract Cell/FFP is inviting an **Open Tender in Two Part Bid (i.e. Part-I for Techno-commercial Bid & Part-II for Price Bid)** for submitting offer from reputed/working contractor of HEC or outside of HEC having experience for execution of similar nature of work in reputed **Pvt./Govt./PSU Organization** in past.

**SUBMISSION OF OFFER:-**

The bidders are required to submit their offer in **one sealed envelope** consisting of **two separate sealed envelopes-** One envelop for **Techno-commercial bid (Part-I)** and another for **Price Bid (Part-II)** only.

**Part-I: -Techno-commercial Bid (Eligibility Criteria):-**

- (i) The bidder must be an open die water hydraulic Press manufacturer of capacity not less than **2000T**. The bidder must have refurbished and commissioned at-least one open die water hydraulic press of **2000T** or higher capacity and submit a commissioning certificate of refurbishing one such hydraulic press at their customer’s premises.
- (ii) The bidder has to submit at least **one performance certificate** in the format mentioned at **ANNEXURE-V** for refurbishment of at least one open die hydraulic press in the **past Ten years** and the press must have worked satisfactorily for a minimum period of **three consecutive years** after commissioning.
- (iii) The agency should have the capability for designing and developing mechanical, electrical, civil and hydraulic drawings of **6000T** or similar press and control system. The bidder should submit self certificate for the same.

**Financial criteria:-**

- (i) The average Annual financial turnover during the preceding **3 years** should be at least **Rs. 13 Cr.** (for Indian bidder) or equivalent EURO/USD (for foreign bidder). The bidder should submit “AUDITED ANNUAL ACCOUNTS” in English version towards documentary evidence of the same.
- (ii) Consortium is also allowed between two parties however the bidder should fulfill the above eligibility criteria.  
The Leader of such consortium is required to meet the eligibility criteria as indicated in the Part-I Tehno-commercial bid. The division in scope of work between Consortium members shall commensurate with their past experience. The overall Project Management shall be performed by the Leader. The members of Consortium shall assume responsibility jointly and severally and shall submit Agreement along with the bid clearly defining the scope and responsibility of each member as defined elsewhere in the tender along with the nomination of the Leader. This agreement must remain in force till completion of the work.
- (iii) Tender Paper duly signed by the bidder towards acceptance of **terms & conditions** stipulated therein.

**Note:-** HEC reserves the right to verify the information furnished by the bidder. In case the information furnished by the bidder is found to be false / incorrect, the offer may be summarily rejected.

**Part-II:- Price Bid:-** It will consist **only basic price** as per prescribed format placed at **ANNEXURE-VIII**.

**Conditional price bid of any bidder will not be considered and will be summarily rejected.**

The bidders are also advised to super-scribe the followings in details clearly on top of each envelope:

- (A) **NAME OF THE WORK:-**
- (B) **TENDER REF. NO.:-**
- (C) **DUE DATE & TIME FOR OPENING OF THE TENDER:-**
- (D) **PART NUMBER AND ITS CONTENT:-**
- (E) **FULL NAME, COMPLETE ADDRESS, CONTACT NO., E-MAIL ADDRES & FAX NO. OF THE BIDDER.**



HEAVY ENGINEERING CORPORATION LIMITED  
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FOUNDRY FORGE PLANT  
CONTRACT CELL

The offer of the bidder must contain above mentioned **two parts** along with **Earnest money of Rs. 44,74,268/- (Rupees Forty Four Lakhs Seventy Four Thousand Two Hundred Sixty Eight only) & Cost of Tender Document of Rs. 10,000/- (Rupees Ten Thousand only)** to be submitted along with the **Techno commercial Bid (Part-I). EM & Cost of Tender Document 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. payable at **SBI, Hatia Branch, Ranchi (C/Ac.:- 11026359583, IFS Code- SBIN 0000207 & Brach Code:- 00207).**
- b) Bank Guarantee from any Indian Scheduled Bank.
- c) **EM & Cost of Tender Document may be submitted in INR or its equivalent amount in USD/EURO in case of foreign bidder. The accepted conversion factor should be as per RBI TT Sell exchange rate on the date of floating of the tender.**
- d) **DD / Bank Guarantee from any Indian Scheduled Bank (Non-Co-operative Bank) towards EM shall also be accepted.**
- e) EM will be converted to security deposit (SD) in case of successful bidder. EM of unsuccessful bidders will be returned after finalization of contract and Interest of any sort will not be payable on EM.
- f) EM of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.
- g) If the successful bidder fails to furnish the required security deposit within the specified period, its EM will be forfeited. The EM shall be forfeited if the successful bidder fails to execute the order.
- h) **EM Validity:** EM should be valid till the finalization of tender from the date of opening of Part-I bid and should be suitably extended by the bidder as and when requested for to do so.

Offer without **EM & Cost of Tender Document / fewer amounts of EM & Cost of Tender Document/ submission of invalid DD for both EM & Cost of Tender Document shall not be considered & shall be summarily rejected.**

**N.B.:** Bidders registered with National Small Industries Corporation/ Small Scale Industries/ Micro, Small scale Industry (MSE) or DGS&D for the tendered item will be exempted from submission of EM. The bidder should enclose an authenticated copy / notarized copy of their valid registration certificate with NSIC, DGS&D for grant of exemption.

**PARTICULARS OF THE TENDER:-**

Cost of Tender Document (Non Refundable):- **INR 10,000/- or Equivalent EURO/USD.**

EM (Refundable):- **INR 44,74,268/- or Equivalent EURO/USD.**

**(The accepted conversion factor should be as per RBI TT Sell exchange rate on the date of floating of the tender).**

Qty.:- Full Package.

Period of Sale of Tender Document:- From **10.05.2019 To 24.05.2019** up to **12.00N.**

Due date & time for submission of offer:- **24.05.2019** up to **3.00PM.**

Due date & time for opening of the tender:- **24.05.2019** at **3.30PM.**

**PLACE TO SUBMIT THE OFFER:-**

Sealed offer will be submitted in the **Tender Box** placed at **Plant Entry Gate of Foundry Forge Plant/HEC Ltd., Dhurwa, Ranchi-834004, Jharkhand** during the period mentioned above after filling it completely by the bidder. Incomplete offer in any respect is liable to be rejected.

<b>Encl.:-</b>	(1) Annexure-I:- Terms & Conditions, Scope of Works etc.	<b>(Ref. Page:- 4 to 15)</b>
	(2) Annexure-II:- Note	<b>(Ref. Page:- 16)</b>
	(3) Annexure-III:- PAC Parameters for 6000T Press	<b>(Ref. Page:- 17)</b>
	(4) Annexure-IV:- FAC Parameters for 6000T Press	<b>(Ref. Page:- 18)</b>



**HEAVY ENGINEERING CORPORATION LIMITED**  
**(A Govt. of India Enterprises)**  
**FOUNDRY FORGE PLANT**  
**CONTRACT CELL**

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|---------------------|---|------------------------------|
| (5) Annexure-V:-    | Performance Certificate                                     | <b>(Ref. Page:- 19)</b>      |
| (6) Annexure-VI:-   | Format to be filled w.r.t. documents attached in Part-I bid | <b>(Ref. Page:- 20)</b>      |
| (7) Annexure-VII:-  | Questionnaire Sheet   | <b>(Ref. Page:- 21)</b>      |
| (8) Annexure-VIII:- | Format of Price bid (Part-II)                               | <b>(Ref. Page:-22 to 24)</b> |
| (9) Annexure-IX:-   | Format of BG for Earnest Money Deposit                      | <b>(Ref. Page:-25 to 26)</b> |
| (10) Annexure-X:-   | Integrity Pact  | <b>(Ref. Page:-27 to 30)</b> |

For & on behalf of HEC Ltd.

Sd/- Sr. DGM I/c/Contract Cell/FFP



**TERMS & CONDITIONS:-**

1. The completion period of the project is 6 (six) months from the date of issue of Letter of Acceptance (LOA) with pres downtime not more than 4 (four) months.
2. The bidders who are registered as a **SSI Units** having valid **NSIC certificates** are exempted from submission of **EM, Cost of Tender Document & Security Deposit** on fulfillment of the following conditions:
  - (i) Notarized copy of the **NSIC certificate** is to be submitted along with the **techno-commercial bid (Part-I)**.
  - (ii) The exemption from submission of **EM and Cost of Tender Document** shall be granted only for the items for which it is registered.
  - (iii) In case of bid by consortium not having all the members as **SSI Units** are required to submit the stipulated **EM, Cost of Tender Document & Security Deposit**.

The bidders who are registered as **Micro/Small/Medium Enterprises** with the prescribed authority under **Micro, Small and Medium Enterprises development Act, 2006**, are required to submit copy of the registration certificate and indicate **twelve digits Entrepreneur Memorandum Number** along with the **techno-commercial bid**. In case such details are not provided by any firm, it will be presumed that the firm is not a **Micro, Small and medium Enterprise** as per the provision of **Micro, Small and Medium Enterprises development Act, 2006** and consequently they are not eligible to the benefits admissible under the Act.

3. The quoted price of the bidders must be technically feasible, workable as per the scope of work, competitive and unconditional and this should remain firm throughout the period of the contract. In case of any discrepancy in rate filed up in words and figures then the value in word will prevail.
4. **Bidders are requested to quote their price inclusive of various workman related payments such as minimum wages, DA, ESI, PF, EDLI, EPS, accidental compensation, safety items etc. for the workmen to be deployed including supervisor. It is deemed that the bidders are satisfied with their quoted rate for completing the job/supply as per the scope of work/tender schedule as well as above statutory liabilities. No complaint in this regard shall be entertained later.**
5. **Bidders may visit the site (i.e. 03-Forge Shop/FFP) for physical assessment of the press before participating in the bidding process.**
6. Any offer which does not fulfill the condition laid down herein or is incomplete in any respect will be liable for rejection. Canvassing in connection with the offer is strictly prohibited and makes the offer liable to be rejected.
7. The successful bidder shall comply with the instructions which may be issued to him by the officer-in-charge/competent authority of the Corporation (FFP/HEC Ltd) from time to time.
8. **HEC reserves the right to issue amendment in respect of any clause stipulated in the tender documents before opening of the tender (i.e. Part-I Bid).**
9. **HEC reserves the right to ask the bidder for submission of any document w.r.t. evaluation/clarification/verification of the techno-commercial bid (Part-I).**
10. **Prices** must be quoted by the bidders in both figures and words at the prescribed format mentioned at **ANNEXURE-VIII. Bids** not having prices in words are liable for rejection as per sole discretion of **HEC**. If any difference found between the values indicated in **words and figures** in the **price bid**, the lower of the value shall be taken as price quoted by the bidder. **In the price bid if the amount is derived after multiplying rate and quantity wrongly, the value written by mistake or after doing proper calculation whichever is lower to be considered.**
11. Only original **price bid(s)** of the bidder submitted along with the original tender will be considered as valid. In the event of extension of the tender opening date, the bidder may submit their revised offer for **Price Bid (Part-II)** in separate sealed envelope clearly supers- cribbing "**Revised Price Bid**" on the top of the envelope.
12. The offer must be submitted by the bidders at the place mentioned at **Page 2** after filling it properly and designed in all respect as per terms & conditions of the tender documents without creating any change therein.



HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

13. The un-priced copy of the **Price Bid (Part-II)** is also required to be submitted along with **Techno-commercial bid (Part-I)** clearly marking 'X X X' wherever price have been quoted. **Mere submission of bid shall not mean eligibility of the bidder.**
14. Failure to comply with the instructions may result in rejection of the offer. In the event of any doubt regarding the terms & conditions/formats, the bidder may seek clarifications from the authorized officer of **HEC**. In case any **tampering/unauthorized** alteration is noticed in the tender document submitted from the document available on the **HEC Website**, the said document shall be summarily rejected and **HEC** shall have no liability whatsoever in this matter. However, deviations, if any, proposed by the bidder may be separately indicated under a heading "**DEVIATIONS**", quoting the respective clause with justification. Acceptance of such deviations shall be the sole discretion of **HEC**. Such proposed deviations will not be treated as tampering for the purpose of application of the clause.
15. **Offer with erasing/overwriting/cutting will be rejected unless all corrections have been authenticated with bidder's signature.** **HEC** do not bind to accept the lowest or any tender and reserves the right to accept or reject any or all offers in whole or in part at any stage without assigning any reason.
16. Any claim on account of extra expenses if any incurred by the bidder for any reasons whatsoever will not be entertained by **FFP/HEC**.
17. No compensation will be given by **FFP/HEC** for any rework or repeat work if done by the **successful bidder** to meet the scope of work.
18. Placement of order will be done on the basis of **L-1 offer**. However all the bidders may be required to **explain / justify** the basis of their quoted price as and when asked for. **HEC** reserves the right to award the work in full or in part to **L-1 bidder** as per requirement.
19. The order will be given to technically suitable **L-1 bidder**. However merely by being **L-1** does not guarantees that the job will be awarded to **L-1 bidder**.
20. Submission of any document by the bidder after opening of bids shall not be allowed unless asked for in writing to do so.
21. All the Statutory Rules & Regulations, Govt. Acts. Guidelines etc. issued by the Corporation from time to time in the matter shall be followed by the bidder for this tender.

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

23. **ADDRESS FOR CORRESPONDANCE:-**

To  
The Sr. DGM In-charge,  
Contract Cell, 2<sup>nd</sup> Floor, Administrative Building  
Room No.:- 174, Foundry Forge Plant, HEC Ltd.  
Dhurwa, Ranchi-834004, Jharkhand

24. **INSTRUCTION FOR SIGNING THE TENDER DOCUMENT & OFFER:-**

- (i) Each page of the tender document as well as other documents submitted by the bidders in their bids must be signed by any person/persons of the bidders having valid authorization to do so for & on behalf of that company up to finalization of this contract.
- (ii) If the bidder is a **Proprietorship Firm**, the "**Sole Proprietor**" can submit the tender and sign the contract agreement.
- (iii) If the bidder is a **Partnership firm**, the bidder will have to furnish full name & designation of all the partners of their firms and approved attorney of those person/persons in respect of signing in the tender document as well as other documents for & on behalf of that partnership firm up to finalization of this contract.



HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

(iv) If the bidder is a **Registered Company**, any person acting under the authority of the Company, express or implied, can submit the tender and sign the contract agreement. It is sufficient if the person has the delegated authority. But for executing deeds, the company must empower such executants by a General Power of Attorney, or Special Power of Attorney, under its common seal.

25. **VALIDITY OF THE OFFER:-**

The offer shall remain valid for a period of **3 (Three) Months** from the date of opening of **Techno-commercial Bid (Part-I)** of the tender. If no period is mentioned in respect of validity of the tender in the offer submitted by the bidder, it will be presumed that the bidder has accepted the validity of their offer for **3 (Three) Months** period from the date of opening of **Techno-commercial Bid (Part-I)** of the tender.

26. **RECEIPT OF THE OFFER:-**

Sealed offer will be received through **tender box** placed at **Plant Entry Gate of FFP/HEC, Dhurwa, Ranchi-834004** or through **Courier** or through **Register Post** or through **Speed Post** on or before of scheduled **date & time** mentioned at **Page-2**. For bulky size of the offer w.r.t tender box, the same will be received in **Contract Cell/FFP (Top Floor, Room No. 174, Adm. Bldg. of FFP/HEC Ltd.)** based on written request of the bidder.

27. **CONDITION REGARDING RECEIPT OF THE OFFER:-**

Offer received after due **date & time** will not be considered and shall be summarily **rejected**.

28. **OPENING OF THE OFFER:-**

- (i) **Envelop of Techno-commercial Bid (Part-I)** of the offer will be opened at **Finance/FFP** in presence of any bidder or their authorized representative if they wish to be present, representative of **Finance** and **Contract Cell/FFP** on due **date & time** of opening of the tender as mentioned at **Page 3**. In case the last date of tender receiving/opening is declared as holiday, tenders will be received / opened on the next working day at the same time & venue.
- (ii) The **Price Bid (Part-II)** of the techno-commercially qualified bidders (**after completion of scrutiny of the Technical and Commercial part**) will be opened at a later date in presence of the bidders or their authorized representatives who wish to be present, representative of **Finance** and **Contract Cell/FFP**. The date of opening of the **Price Bid (Part-II)** will be intimated to all the **techno-commercially qualified bidders** in advance.

29. **TECHNICAL TERMS:-**

(A) **Intent of modification:-**

HEC Ltd. wants to retrofitting/refurbish their existing open die hydraulic forging press CKV 6000T (water hydraulic to water hydraulic) with new control system, power pack and distributor & lubrication system.

(B) **Existing Specifications of 6000T Press for information to bidders:-**

Capacity	:- 6000T.
Return Capacity	:- 400T.
Balancing load	:- 178 T.
Operating Pressure	:- 350Kg/Cm <sup>2</sup> G.
Advance speed up & down	:- 300mm/Sec.
Total stroke	:- 2500 mm.
Column Centre distance	:- 5000 X 2600m.
Day Light	:- 6000 mm (Revised 5700 mm).
Shifting force	:- 215 M/T.

**Ram dimensions**

Main Rams	:- Ø1246 mm (middle cylinder)/627 mm(Lateral cylinder) (existing)
Balancing	:- Ø180mm.
Return	:- Ø280 mm.
Table shifting	:- Ø280mm.



**HEAVY ENGINEERING CORPORATION LIMITED**  
(A Govt. of India Enterprises)  
**FOUNDRY FORGE PLANT**  
**CONTRACT CELL**

**(C) MATERIALS SUPPLY CLAUSE:-**

**(i) The bidder's scope:-**

- (a) All standard materials (i.e. pipings -prefabricated & preformed as per site conditions as far as practicable for air lines, impulse lines etc. with clamps, High pressure, and low pressure gauges ,tie rods, compensators/bellows, anti-vibration pads, flanges, joints, sockets, tees, nipples etc.).
- (b) All general valves (i.e. ball valve, gate valve, butterfly valve, Desecrating valve, High presure. Low pressure valve, valve for distributors etc.).
- (c) Control valves (shut off valves, motor modulated valves etc.), instruments & gauges (i.e. temperature & pressure etc.)
- (d) Hydraulic seals, O rings, copper & permanite packing will be under the scope of vendor.
- (e) Column nuts are to be provided by the vendor.
- (f) Non ferrous & cast iron bushes will be supplied by the bidder.
- (g) Any other item essential but nor covered above.
- (h) Electricals (wirings, cabling, lugs & holders, glands, switch & switch gears, etc.).
- (i) Consumable (i.e. fasteners, packings, hardwares, all types of welding electrode, gas cutting, welding & brazing items, welding cables, holder, lubricants etc.).
- (j) Anti rust double coat paint for press along with its pipings & all accessories and electrical Control cabins/operators desk.
- (k) All tools & tackles (i.e. spanners, electric & gas welding m/c with electrodes, cables, hoses, screens, holders, nozzles, regulators, commissioning facilities, oxygen gas, dry acetylene gas etc.) required to carry out the work successfully.
- (l) Removal of waste, debris generated and housekeeping should be in scope of vendor.
- (m) Vendor has to take the complete responsibility for safety at work site and safety appliances should be as per certified standard.
- (n) All heavy/light vehicles for transportation, mobile crane etc. will be under the scope of vendor.
- (o) The comprehensive training for operation & maintenance for mechanical, electrical, hydraulic, will be provided by vendor to HEC recommended personnel at site.

**N.B:- (a) Supply of extra material/equipment/items/instrument which is not mentioned but required for successful completion of the project in all respect will be supplied free of cost by the bidder.**

- (b) Submission of Material Test Certificates & Inspection Certificate in original issued by the manufacturer will be necessary for getting clearance at our end. The carton loaded with supply items should reflect no disparity with the packing list in-respect of quantity, make & quality. If any such disparity is found while opening the carton at the time of installation, the responsibility will lie with the bidder & such are to be fulfilled by the bidder. (It will not be judicious & practical to open the packings / cartons quite in advance before installation).

**(c) PACKING:**

**FOR INDIGENOUS MATERIALS:**

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

**FOR IMPORTED MATERIALS:**

- (a) 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.
- (b) The consignments as far as possible must be shipped in containers. Transshipment is not permitted.
- (c) In case the bidder fails to meet the qualitative requirements for packing, he must make good all losses arising out of failure to meet contractual obligations. The bidder will be responsible for internal damages if any, even if outwardly there is no damage to the package.



**HEAVY ENGINEERING CORPORATION LIMITED**  
**(A Govt. of India Enterprises)**  
**FOUNDRY FORGE PLANT**  
**CONTRACT CELL**

**(d) MARKINGS: (COMMON FOR INDIGENOUS/ IMPORTED MATERIALS):**

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:

- (i) Contract No & Date.
- (ii) Full address of consignee.
- (iii) Port of landing/Rly siding of the consignee.
- (iv) Total No. of packages & SI No of each packing case.
- (v) Up right arrow.
- (vi) Gross weight.
- (vii) Special marking for case.
- (viii) Brief nomenclature of equipment.
- (ix) Slinging position.

**(e) PACKING DOCUMENTS: (COMMON FOR INDIGENOUS/IMPORTED MATERIALS):**

The following documents will be kept in the packing case:

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

**(ii) HEC's Scope:-**

EOT crane (capacity 250T & 150T) facility with crane operator only, electric supply, compressed air, water supply & available storage facilities.

**(D) SCOPE OF WORK FOR BIDDERS:-**

<b><u>Scope of works for retrofitting/refurbishing of 6000T Press on discreet Turn-Key Basis</u></b>		
<b>Sl. No.</b>	<b>Sub- Assembly</b>	<b>Scope of Works</b>
1.	<b>4000 T Pressing Cylinder</b>	<ul style="list-style-type: none"> <li>a. Dressing of plunger (Polishing or grinding of the outer surface).</li> <li>b. New gland &amp; guide bush as per the dressed plunger &amp; fasteners with required hydraulic seals.</li> <li>c. Rectification of cylinder bore by welding, polishing or machining (all functional surface i.e. diameters for bushing &amp; sealing surface, seating surface to upper cross head etc).</li> <li>d. Repair by machining of all functional surfaces (guiding surfaces etc inside the pressing plunger).</li> <li>e. Repair /Replacement of cylinder Ram &amp; internal parts of plunger.</li> <li>f. Making of 12 threaded holes of M56x4 in top fixed crosshead with new design if any.</li> <li>g. Dressing or machining of 20 threaded holes of M72x4 in gland flange with new design if any.</li> <li>h. Also any other assembly/sub assembly required for modification.</li> </ul>
2.	<b>1000 T Pressing Cylinders-02 Nos.</b>	<ul style="list-style-type: none"> <li>a. Dressing of plunger (polishing or grinding of the outer surface).</li> <li>b. New gland &amp; guide bush as per dressed plunger &amp; fasteners with required hydraulic seals.</li> <li>c. Rectification of cylinder bore by polishing or machining (all functional surfaces i.e. diameters for bushing &amp; sealing surface, seating surface to upper crosshead etc).</li> <li>d. Repair by machining of all functional surfaces (Guiding surfaces etc inside the pressing plunger).</li> <li>e. Reconditioning two half firing ring in Moving cross beam(new two half ram firing ring, new fasteners, dressing or machining of threaded holes).</li> </ul>





HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

Sl. No.	Sub- Assembly	Scope of Works
		<p>f. Making of (8+8=16 Nos) threaded holes of M42x3 in top fire cross head with new design, if any.</p> <p>g. Also any other assembly/sub assembly required for modification.</p>
3.	<b>Return Cylinders-02 Nos.</b>	<p>a. New gland &amp; guide bush incl. Flange &amp; fasteners incl. Dressing or machining of threaded holes.</p> <p>b. New plungers.</p> <p>c. Reconditioning of cylinders by machining of all functional surfaces (guiding surface etc, dressing or machining of connecting surface on upper cross head.)</p> <p>d. New tie rods &amp; nuts with new guide bushes.</p>
4.	<b>Balancing Cylinders. – 02 Nos.</b>	<p>a. New gland &amp; guide bush incl. Flanges &amp; fasteners incl. Dressing or machining of threaded holes.</p> <p>b. New plungers.</p> <p>c. Reconditioning of cylinders by machining of all functional surfaces (guiding surface etc, dressing or machining of connecting surface on upper cross head).</p> <p>d. New tie road &amp; nuts with new guide bushes.</p>
5.	<b>Filling Valves – 03 Nos.</b>	<p>a. Reconditioning of cone &amp; sheets.</p> <p>b. Reconditioning of Ejector body.</p>
6	<b>Bottom air vessel</b>	<p>a) It requires ,new pipe line to be designed to seal leakage of water form bottom air vessel.</p>
7	<b>High pressure valves</b>	<p>a) Reconditioning of all high &amp; low pressure Valves</p> <p>b) All high &amp; low pressure pipe clamps are to be changed.</p>
8	<b>Column- 04 Nos.</b>	<p><b>Without dismantling of Top cross head and columns</b></p> <p>a. Dressing as per dimensional requirement.</p> <p>b. Dressing of column threads as per new column nuts (16 Nos.) and refitting column nuts.</p> <p>c. New column guide bushes of Moving crosshead with new spherical guide bush.</p>
9.	<b>Long Travel Cylinders-04 Nos.</b>	<p>a. New gland &amp; guide bushes.</p> <p>b. New plungers.</p> <p>c. Reconditioning of all cylinder by machining of all functional surfaces(guiding surface etc)</p> <p>d. All wear plates new(new sliding plates)</p> <p>e. Drag plates to be modified with forging plate.</p>
10	<b>Piping Systems.</b>	<p>a. Replacement of all low (exclusively T joints at top cross head) and high pressure pipe lines with its accessories.</p> <p>b. All pipe clamps to be changed.</p> <p>c. All pipeline leakage to be arrested.</p>
11	<b>Distributors</b>	<p>a. Replacement of Valve distributor body, stage control, planishing control &amp; longitudinal distributors (2nos) body with new power pack.</p>
12	<b>Die Clamping System</b>	<p>a. Reconditioning of all plungers.</p> <p>b. Repairs/Replacement of connecting pipes of upper portion.</p>
13.	<b>Lubrication System</b>	<p>a. Installation of new lubrication system for all moving parts such as plungers, bushes, and cylinder etc including of long travel cylinders.</p>
14.	<b>Spares Parts</b>	<p>a. All required spares parts should be supplied for minimum two years of maintenance works such as all valves with solenoids, O-Rings, sealing, hose pipes etc.</p>



HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

Sl. No.	Sub- Assembly	Scope of Works
15.	<b>Drawings and Technical Data</b>	a. All drawings of assemblies, sub-assemblies and individual parts with its technical data of mechanical, electrical and hydraulic parts in both soft and hard copy and must be in English (UK) language will be supplied.
16.	<b>Control Systems</b>	a. Revamping of Electrical or electronic control system as per the requirement of revamped distributors, power packs and solenoid valves and other components which are being changed or revamped. b. Replacement of old CAM limit switches, Synchro motor, synchro converter and the amplifier used by synchro in Stage selection unit , Bed movement unit and Pressing / Planishing Stage unit with PLC based control system. c. The bidder must provide the PC/PG with software and the license key at the end commissioning.
17.	<b>Services</b>	a. Dismantling of press. b. Machining of all parts whichever required. c. Transportation. d. Tools and tackle of erection and commissioning. e. Erection and commissioning. f. All brought items (Valves seals, packing, fasteners and electrical items) must be available in Indian market and based on international standards. g. Complete works of discrete Turnkey basis.

**Note:- The scope of works are indicative and the successful bidder is responsible to run the press at rated capacity after refurbishment. Display monitor, SCADA system and AC cabin at operator table will be provided by the successful bidder.**

**(E) PAC (Preliminary Acceptance Criteria) & FAC (Final Acceptance Criteria):-**

**PAC & FAC** format placed at Annex-III and IV.

**30. COMMERCIAL TERMS:-**

- (A) The successful bidder to submit the following technical documents within **7 days** of release of LOI/WO:  
(1) Proposed scheme for retrofitting/refurbishing.  
(2) Bar Chart.  
(3) Bill of materials.
- (B) The proposed scheme is to be got approved by HEC or by a committee across the table within **7 days** time.
- (C) Approving authority of technical documents:- **03-Shop/FFP (The user dept.)** or by a committee.
- (D) **MOBILIZATION PERIOD:-** To be negotiated with the successful bidder.
- (E) **COMPLETION PERIOD:-** **Project completion period will be 06 months from the date of issue of work order with press down time of not more than 04 months.**
- (F) **PAC:-** After readiness, the Press shall be operated for PAC trial run. The parameter of PAC shall be as per Annexure - III. The trial period for PAC shall be 30 days.
- (G) **FAC:-** After issuance of PAC, the FAC shall be done. The parameter of FAC shall be as per Annexure - IV. The trial period for FAC shall be 90 days from date of issue of PAC.

**PAC & FAC** should be issued by **Contact Cell /FFP** based on parameter confirmed by a committee towards **PAC & FAC**.

**(H) GUARANTEE PERIOD:-**

**The bidder shall submit Guarantee Certificate valid for 24 months from date of issue of FAC.** During **guarantee period** if any defect is found in supplied materials and if press is malfunctioned, the same should be **rectified/replaced** by the **successful bidder** free of cost.



HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

(I) **PAYMENT TERMS:-**

**(A) PAYMENT TERMS FOR “INDIAN BIDDERS”:-**

**FOR SUPPLY OF MATERIAL AT FFP SITE ON “F O R BASIS”:-**

- (a) Payment of **60%** of basic value plus **100% GST** will be made after **30 days** from the date of receipt of complete lot of material at **03-Shop/FFP**.
- (b) Payment of **20%** of basic value will be made after **30 days** from the date of issue of **PAC**.
- (c) Payment of balance **20%** of the basic price will be made after **30 days** from the date of issue of **FAC**.

**FOR ERECTION & COMMISSIONING:**

- (a) Payment of **70%** of basic value plus **100% GST** will be made after **60 days** from the date of issue of **PAC**.
- (b) Payment of balance **30%** of basic price will be made after **30 days** from the date of issue of **FAC**.

**DOCUMENTS TO BE SUBMITTED BY INDIAN BIDDERS:**

**FOR PAYMENT OF 60% MATERIAL VALUE:-**

- (1) 100% GST Invoice (in triplicate).
- (2) Lorry Receipt.
- (3) Guarantee Certificate.
- (4) Test Certificate of received material at 03-Shop/FFP/HEC.
- (5) Certificate of 03-Shop/FFP or by a committee with regard to receipt of complete material as per Bill of Material given by successful bidder in good condition.

**FOR PAYMENT OF 20% MATERIAL VALUE AFTER PAC:**

- (1) Supplementary bill (in triplicate).
- (2) PAC issued by Contract Cell/FFP based on certificate of user department.

**FOR PAYMENT OF BALANCE 20% MATERIAL VALUE AFTER FAC:**

- (1) Supplementary bill (in triplicate).
- (2) PBG of 10% of total contract value (including GST) valid for Guarantee Period of 24 months from the date of issue of FAC.
- (3) FAC issued by Contract Cell/FFP based on certificates of user department.
- (4) Certificate issued by user department for submission of documents & providing training by the successful bidder as per Clause No. 35 (h) & (i) of the NIT.

**FOR PAYMENT OF 70% ERECTION & COMMISSIONING VALUE AFTER PAC:**

- (1) 100% GST Invoice (in triplicate).
- (2) PAC issued by Contract Cell/FFP based on certificate of user department.

**FOR PAYMENT OF 30% ERECTION & COMMISSIONING VALUE AFTER FAC:**

- (1) Supplementary bill (in triplicate).
- (2) FAC issued by Contract Cell/FFP based on certificates of user department.

**(B) PAYMENT TERMS FOR “FOREIGN BIDDERS”:-**

**FOR SUPPLY OF MATERIAL AT KOLKATA PORT ON C.I.F BASIS:-**

- (a) Payment of **60%** basic value will be made with **30 days usance Letter of Credit (L/C)** from the date of receipt of the material at Kolkata Port from the bidder's port.
- (b) Payment of **20%** of basic value will be made with **30 days usance Letter of Credit (L/C)** from the date of issue of **PAC**.
- (c) Payment of balance **20%** of the basic value will be made with **30 days usance Letter of Credit (L/C)** from the date of issue of **FAC**.

**FOR ERECTION & COMMISSIONING:**

- (a) Payment of **70%** basic value will be made with **60 days issuance Letter of Credit (L/C)** from the date of issue of **PAC**.



HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

(b) Payment of balance **30%** of basic value will be made within **30 days** issuance letter of **Credit (L/C)** from the date of issue of **FAC**.

**Payment will be made through irrevocable unconfirmed Letter of Credit. The LC will be established by HEC in favour of the vendor with State Bank of India in their country through designated branch of State Bank of India.**

**DOCUMENTS TO BE SUBMITTED BY FOREIGN BIDDER FOR LC OPENING AT DIFFERENT STAGES FOR "SUPPLY OF MATERIALS":-**

- (1) Proforma Invoice.
- (2) Bank Details with the branch name, swift code & address.
- (3) Other documents to be submitted if required.

**DOCUMENTS TO BE SUBMITTED BY FOREIGN BIDDER FOR LC PAYMENT AT DIFFERENT STAGES FOR "SUPPLY OF MATERIALS":-**

- |   |                          |
|---|--------------------------|
| (1) Commercial invoice                  | (1 original + 2 Copies). |
| (2) Bill of Lading/Air way bill         | (1 original + 2 Copies). |
| (3) Manufacturer test certificates      | (1 original + 2 Copies). |
| (4) Manufacturer Guarantee certificates | (1 original + 2 Copies). |
| (5) Country of origin                   | (1 original + 2 Copies). |
| (6) Packing list                        | (1 original + 2 Copies). |

**DOCUMENTS TO BE SUBMITTED BY FOREIGN BIDDER FOR LC OPENING AT DIFFERENT STAGES FOR "ERECTION & COMMISSIONING":-**

- (1) Proforma Invoice.
- (2) Other documents to be submitted if required.

**DOCUMENTS TO BE SUBMITTED BY FOREIGN BIDDER FOR LC PAYMENT AT DIFFERENT STAGES FOR "ERECTION & COMMISSIONING":-**

- (1) Commercial invoice (1 original + 2 Copies).
- (2) PAC & FAC issued by Contract Cell/FFP based on certificate of user department.
- (3) PBG of 10% of total contract value (including GST) valid for Guarantee Period of 24 months from the date of issue of FAC.
- (4) Certificate issued by user department for submission of documents & providing training by successful bidder as per Clause No. 35 (h) & (i) of the NIT.

**(J) PERFORMANCE BANK GUARANTEE:-**

Successful bidder will have to submit **10%** of the total contract value (**including GST**) towards **Performance Bank Guarantee (PBG)** of **Indian Scheduled Bank** for supplied materials, workmanship & performance of the press within **15 (Fifteen) days** from the date of issue of **FAC** completion certificate. Validity of **PBG** should be **24 months** from the date of **FAC** issued by **Contract Cell/FFP**.

**(K) PAYING AUTHORITY:-** Finance Dept./FFP.

**(L) DEDUCTIONS AGAINST PAYMENT:-**

- (a) Payment shall be made as per prevailing India Rules & Regulations.
- (b) For service part rate quoted must be inclusive of TDS. The amount remitted towards Service Charge (Erection & Commissioning, CIVIL Works etc.) will be after deduction of TDS. The required certificate of TDS shall be provided by HEC.
- (c) The foreign bidder has to submit the PAN obtained from India & TRC (Tax Residency Certificate) of the country of origin after placement of order. If not provided higher rate of TDS will be deducted as per rule.

**(M) LD CLAUSE:-**

**LD** will be levied @ **½%** per week on total contract value for the period of delay in refurbishment work subject to a maximum **10%** of total contract value. Completion period of PAC trial is 30 days from the date of completion of refurbishment work and no LD should be levied in this period. If PAC trial is not completed within 30 days due to successful bidder's fault, the LD will be levied @ **½%** per week on total contract value for the period of delay in completion of PAC trial and if the fault is occurred due to HEC, the LD should not be levied in that case.



HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

Similarly the above condition will also be applied for FAC.

(N) **SECURITY DEPOSIT:-**

**SD (i.e. 10% of the total contract value inclusive of GST after adjustment of EM)** will be deposited by the **successful bidder** within **7 days** from the date of issue of work order towards successful execution of the contract.

The **SD** should be deposited in two form either in **DD (in case of Indian Bidder if they wish to deposit the same by DD)** or in **BG (for both foreign & Indian bidder)** of equivalent amount valid till completion of the contract.

The **DD** should be made in **favour of HEC Ltd., payable at SBI, Hatia Branch, Ranchi (C/Ac.-: 11026359583, IFS Code- SBIN 0000207 & Brach Code:- 00207).**

The **BG** should be made from any **Indian Scheduled Bank**.

The amount of **SD** shall be refunded **within 30 days** after issue of **FAC** on submission of **PBG of Indian Scheduled Bank** amounting to **10%** of total contract value valid till **Guarantee Period** failing which the **SD** amount will be refunded after successful completion of **Guarantee Period** of the work.

(O) **APPLICABLE TAX:-**

**In case of "IMPORT" Items:-**

- (a) All bank charges and stamp duties payable in Bidder's country in connection with the payments to be made shall be borne by the bidder. All bank charges and stamp duties payable in India shall be borne by **FFP/HEC**.
- (b) All taxes, fees, duties and other levies freight of any kind that may be payable upto the stage of putting the materials in **C I F position** shall be borne and paid by the bidder.
- (c) All taxes fees, duties and other levies payable in India on the materials shall be payable by **FFP/HEC**, subject to any deductions which **FFP/HEC** is authorized to make under the contract, the bidder shall be bound to pay.
- (d) The foreign bidder has to submit the **PAN** obtained from India & **TRC (Tax Residency Certificate)** of the country of origin after placement of order.

**In case of "INDIGENOUS" Items:-**

- (a) It will be supplied at **FFP stores on F.O. R basis** and tax is applicable as per the F.O.R rule.
- (b) **The Indigenous bidder has to submit the PAN No, GST No along with the Techno-commercial bid with supportive document.**

N.B:- If any other **tax** is levied or rate is enhanced after issue of Work Order, the same may be considered for compensation on request and submission of evidence by the **successful bidder** subject to completion of the work within the contract period. Any increase in **taxes** after expiry of the contractual period of the contract will not be entertained by **FFP/HEC**.

31. **USER DEPT.:-** 03-Shop/FFP/HEC Ltd.

32. **AGREEMENT:-**

An agreement will be signed between HEC & successful bidder within **30 days** from the date of issue of the work order on **Non-Judicial Stamp Paper of requisite value (not less than Rs. 100/-)** on the Performa prescribed by HEC Ltd. available on **Contract Cell/FFP**. The General Condition of Contract along with Work Order and the Tender Documents will be the part of agreement and binding on the successful bidder. Unless and until the agreement is prepared and executed, the **Acceptance Letter Cum Work Order** shall be deemed as an agreement of this contract between us.

33. **RESOLUTION OF DISPUTES (S) BY ARBITRATION:-**

The parties to the contract at the first instance shall endeavor to settle by mutual discussion all the questions of disputes of difference arising out of or relating thereto or in connection with this contract. In the event of failure of settlement, the aggrieved party with prior written permission of other party, shall refer the unreserved dispute(s) or differences(s) to the Chairman-cum-Managing director of the company (HEC Limited) for adjudication by a Sole Arbitrator to be appointed with mutual consent, by him (CMD of the Company) who (Sole Arbitrator) shall adjudicate the matter in accordance with the Arbitration and Conciliation Act., 1996 (For short "Act") and publish the award.



**HEAVY ENGINEERING CORPORATION LIMITED**  
(A Govt. of India Enterprises)  
**FOUNDRY FORGE PLANT**  
**CONTRACT CELL**

The parties shall have no objection if the Sole Arbitrator so appointed is an ex-employee, superannuated before 3 years 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, with mutual consent of both the parties, shall appoint his successor arbitrator who may proceed with the reference from the stage it was left by his predecessor or subject to the provisions of the Act. The venue of the Arbitration proceeding shall be at Ranchi in the State of Jharkhand alone.

The other provisions of Arbitration and Conciliation Act, 1996 (Amendment made in 2015) specially as per the provisions of Schedule V and Schedule VII and sections 6, 11 (2), 12 (5) should be considered during the appointment of Sole Arbitrator.

**JURISDICTION OF COURT**

For any of all types of disputes arising out of the contract, the exclusive jurisdiction of the Court (s) shall be Ranchi in the State of Jharkhand alone.

**ARBITRATION CLAUSE FOR PSU/GOVT. BIDDERS:-**

In the event of any dispute or differences relating to the interpretation and application of the commercial contract(s) between Central Public Enterprise (CPSEs) inter se and CPSE(s) and Government Department (s)/Organizations (s)/Port Trusts (excluding concerning Railways, Income Tax, Customs and Excise), such disputes & differences shall be taken up by either party for resolution through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as per the guidelines of Department of Public Enterprises (DPE), Ministry of Heavy Industries and Public Enterprises, Government of India vide its Office Memorandum No. 4(1) 2013-DPE (GM)/FTS-1835 dated 22<sup>nd</sup> May-2018.

**ARBITRATION CLAUSE FOR FOREIGN BIDDERS:-**

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 health.

If the disputes, differences, controversies/differences of opinions, breaches and violation arising from or related to the Agreement cannot be resolved within 60 (sixty) days of commencement of reconciliation/discussion, then such question, dispute or differences (except as to the matters, the decision to which specifically provide under this agreement) shall be finally settled by arbitration under the United Nations Commission on International Nations General Law (UNICITRAL) Arbitration Rules established by the United Nations General Assembly by its Resolution 2205 (XXI) of 17 December 1966" to promote the progressive harmonization and unification of International Trade Law".

The parties of this Agreement shall be agreeing mutually to appoint a sole Arbitrator. Award by the Arbitrator will be final and binding over both Parties and may be entered in any court having jurisdiction thereof.

Each party7 hereby waives any sovereign or international organizational immunity defense to which it would otherwise entitled to the fullest extent necessary entered on an award in arbitration and to engage in any other matters incidental thereto.

The place of any such arbitration shall be as per the both parties of Agreement is being agreed upon. The language to be used in the arbitration proceedings shall be in English only and parties may translate it as per their convenience.

**34. TERMINATION OF THE ORDER:-**

The order may be cancelled in part/full under the following conditions in consultation of **Legal Dept:-**

- a) If the **successful bidder** fails to satisfy the **User Dept.** with progress of the Job.
- b) If **successful bidder** fails to follow safety rules as per **statutory provision of safety act.** towards safe execution of the contract as well as fails to satisfy the executing dept. with progress of the job.
- c) If any act of malpractices likes pilferage, corruption, harming/misusing company's property, ill- treating company's employee or any one related to the company by **successful bidder** or his deployed workmen including supervisor at any stage of the contract is detected.
- d) Any other reasons for which company thinks it fit to terminate the contract will be terminated with assigning the proper reason. The determination and termination of the contract at any stage is the sole discretion of the employer and binding on **successful bidder.**



HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

- e) Any other reasons for which company thinks it fit to cancel the order will be cancelled with assigning the proper reason. Cancellation of the order at any stage is the sole discretion of the employer and binding on the **successful bidder**.

35. **SUCCESSFUL BIDDER'S RESPONSIBILITIES:-**

- (a) The successful bidder will be responsible for compliance of **PF & ESI** of their deployed workmen as per the rule admissible under the **Employees Provident Fund & Miscellaneous Provision Act-1952 & Employee State Insurance Act-1948**.
- (b) Ensuring for safety of all employees / deployed workmen by providing necessary safety appliances (PPEs) Like **Hand Gloves, First Aid items, Safety Shoes, Safety Helmet etc.** to deployed workman as per the instructions of **HEC's safety department** towards safe execution of the work.
- (c) Giving instructions to deployed workmen to follow safety rules as well as to use of safety appliances during execution of the contract.
- (d) Payment of **accidental benefit** as well as **other compensation to deployed workmen** as per statutory provision under "**Employees Compensation Act 1923**" in case of any type of accident causing loss of life etc. during execution of the work.
- (e) Payment of **Minimum Wages** under **Minimum Wages Act. 1948** to deployed workmen.
- (f) Submission of copy of **valid labour license** in **Contract Cell/FFP** for deployed workmen (if applicable).
- (g) Ensuring **Lodging & Boarding** facility to their deployed workmen.
- (h) Providing free of cost **three sets** of **Operating and Maintenance Manual** in English language alongwith following documents should be supplied before PAC. Apart from the hard copies, the bidder is required to provide soft copy of the entire documentations in a single PDF including the catalogues of all bought items in a pen drive before PAC.

The O&M Manual should contain the following:-

- (i) One copy of all approved drawings.
- (ii) Electrical wiring drawings-power & control circuits.
- (iii) Terminal drawings with check points shall be provided for electronic controls.
- (iv) Specifications, catalogues, O&M manuals and engineering manuals of all bought out items including drawings, wherever applicable.
- (v) All mechanical drawings for the items manufactured/covered under scope of vendor. Mechanical drawing includes GA and sub-assembly drawings with major & critical dimensions, material & weight.
- (vi) Complete master list of spare parts used alongwith item part number/specification/type, name and address of the spare supplier.
- (vii) Complete master list of parts used in the project.
- (viii) Before starting of the job at site, three sets of complete layout drawing should be provided for statutory requirement.
- (i) Providing free of cost **training to FFP/HEC's personnel** after **successful completion** of the work.

36. **RISK & COST FACTOR:-**

In the event of cancellation of the order in part/full due to Contractor's fault or incompetence/ negligence, **HEC** reserves the right to complete the job by any outside agency at the successful bidder's risk & cost.

37. Other Terms & Conditions will be as per **General Conditions of Contract** of **HEC** and the same can be downloaded from HEC's website [www.hecltd.com](http://www.hecltd.com).

**Signature of the bidder with rubber stamp with name, full contact address, mobile No., P&T No. etc.**

For & on behalf of HEC Ltd.

Sd/- Sr. DGM I/c/Contract Cell/FFP



HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

**ANNEXURE-II**

**NOTE**

- (1) **All Civil Engineering Work including foundation, trenches, channels & brick works, reinforcing and embedded steels, all racks required for power & control cables and termination points and all civil fixtures of conduits and distribution boards and switching panels to individual feeders, civil facilities for earthing of equipments etc whatsoever are required for this revamping work will fall in the scope of the HEC. But the Civil foundation drawings of Press & manipulator, switching panel, earthing of equipments etc. will be given by successful bidder immediately within 45 days from the date of issue of work order.**
- (2) **The bidders are requested for the followings:**
- (a) To enclose price list of complete spares in **Part-I bid** with validity of **five years** after completion of guarantee period.
  - (b) To enclose list of exhaustive items required for completion of the project giving specifications, make, model, quantity in separate sheet in Part-I bid.
  - (c) Bar chart w.r.t. activity of supply and execution of the above work in **Part-I bid**.
  - (d) To enclose the filled-in questionnaire sheet (**ANNEXURE-VI**) in **Part-I bid**.

**Signature of the bidder with rubber stamp with name, full contact address, mobile No., P&T No. etc.**





**HEAVY ENGINEERING CORPORATION LIMITED**  
 (A Govt. of India Enterprises)  
**FOUNDRY FORGE PLANT**  
**CONTRACT CELL**

**ANNEXURE-III**

**PARAMETERS FOR PRELIMINARY ACCEPTANCE CERTIFICATE (PAC):**

**NO LOAD TEST**

<b>A</b>	<b>6000 T FORGING PRESS EQUIPMENT</b>	<b>PRESCRIBED DATA</b>	<b>DATA ACHIEVED at available Accumulator Pressure</b>
1	STROKE OF PRESS CYLINDER	2300 mm	
2	DAY LIGHT	5700 mm	
3	WORKING PRESSURE AT OPERATOR PANEL	290 ATM	
4	PRESSING CAPACITY AT:		
	STAGE – I Two side cylinders @ 290Bar	1700 T	
	STAGE – II Central Cylinder @ 290 Bar	3500 T	
	STAGE – III All Cylinders @ 290 Bar	5200 T	
5	ADVANCE SPEED UP	300 mm/sec.	
6	ADVANCE SPEED DOWN	300 mm/sec.	
7	RETURN CAPACITY @ 290 Bar	330 T	
8	BALANCING CAPACITY @ 290Bar	160 T	
<b>B</b>	<b>TABLE SHIFTING DEVICE:-</b>		
1	SHIFTING STROKE EITHER SIDE	4000mm	
2	SHIFTING SPEED	0 to 300 mm/sec @ 190T load	
3	SHIFTING FORCE @ 290 Bar	190 MT	
<b>C</b>	<b>DIE CLAMPING DEVICE:-</b>		
1	Smooth and proper functioning of all the four Die Clamping cylinders without leakage.		
<b>D</b>	Position stop control	±2 mm	
<b>E</b>	Column Distance Alignment (3 Position) a. Bottom Middle Top	Equal	
<b>F</b>	Holding rings& Column Nut gap extension check during Returned/Pressing	No Gap	
<b>G</b>	All cylinder leakage check @ 290 Bar Middle Cylinder Lateral Cylinder (Front/Rear) Balancing Cylinder (Front/Rear) Return Cylinder (Front/Rear) Longitudinal (Upper/Lower)- Left side Longitudinal (Upper/Lower) Right Side	No leakage	
<b>H</b>	Column Guide Bush Clearance	0.5 mm	
<b>I</b>	Main Plunger Hardness	HRC 52	
<b>J</b>	Alignment of Drag Plate with Forging table	No Jerk , smooth	
<b>K</b>	Auto lubrication system check(moving slide , main bed , longitudinal ,ram and cylinders)	OK	
<b>L</b>	<b>PLANISHING FORGING:-</b>		
1	NO. OF STROKE	60 ± 10 percent	
2	Penetration	15 mm tolerance 5mm	
<b>M</b>	<b>OIL UNIT</b>		
1	PRESSURE AT LOAD & NO LOAD	80Kg/sq. cm	



HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

**ANNEXURE-IV**

**PARAMETERS FOR FINAL ACCEPTANCE CERTIFICATE (FAC):**

**LOAD TEST**

	<b>6000 T FORGING PRESS</b>	<b>PRESCRIBED VALUE</b>	<b>DATA ACHIEVED at available Accumulator Pressure</b>
A	PRESSING TEST ACTUAL OUT PUT OF FORGING FORCES, at min. 280Bar, max. 300 Bar:		
	STAGE – I Side 2 Cylinder @ 290Bar	1700 T	
	STAGE – II Central cylinder @ 290 Bar	3500 T	
	STAGE – III All Cylinder @ 290 Bar	5200 T	
B	Forged job of approx 150 MT ( To be forged within FAC period i.e. 90 days)		

**N.B :**

1. All parameters of Press shall be observed for smooth operation of Press during the FAC period.
2. The period of FAC shall be 90 days from date of issuance of PAC.



HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

**ANNEXURE-V**

**PERFORMANCE CERTIFICATE**

The performance certificate should be obtained on **Customer's Letter Head**.

Sl. No.	Description	Answer
1.0	Capacity of the press	
2.0	Supplier of the Press.	
3.0	Make & Model number of the press	
4.0	Month & Year of Commissioning of the press	
5.0	Application for which the press is used	
6.0	Work order value in INR or Equivalent EURO/USD/POUND/YEN.	
7.0	Duration of completion of the work.	
8.0	Whether press is presently running or not.	
9.0	Feedback/ Comments/ Remarks from the customer if any.	
Date:		Signature & seal of the authority Issuing the Performance Certificate



**HEAVY ENGINEERING CORPORATION LIMITED**  
(A Govt. of India Enterprises)  
**FOUNDRY FORGE PLANT**  
**CONTRACT CELL**

**ANNEXURE-VI**

**FORMAT TO BE FILLED BY THE BIDDER W.R.T. DOCUMENTS ENCLOSED IN TECHNO-COMMERCIAL BID BY THEM**

To  
The Sr. DGM I/c,  
Contract Cell, 2<sup>nd</sup> Floor, Administrative Building  
Room No.:- 174, FFP,HEC Ltd, Dhurwa,  
Ranchi-834004, Jharkhand

Dear Sir,

I/We have gone through the **Tender Documents** and I/We am/are submitting my/our offer for doing the work as specified in the tender documents. I/We also hereby declare that I/We have seen and studied carefully the technical aspects of the work, terms & conditions of the tender documents, general conditions of contract, special conditions, schedule of quantity and description of work, etc. before submitting the offer. I/we aware that all the above Tender Documents relating to the said work will be binding on us. I/We am/are submitting the following documents for your kind consideration by marking **Tick (✓)** in the appropriate column as mentioned under:

Sl. No.	Documents required as enclosures as per the NIT by the bidder.	Yes	No	Remarks
1.	Proof towards manufacturing of open die water hydraulic press manufacturer of capacity not less than <b>2000T</b> .			
2.	Copy of commissioning certificate towards refurbishing & commissioning of at-least one die water hydraulic press of capacity 2000T or higher capacity in their customer's premises. Copy of at least <b>one performance certificates</b> in the format mentioned at <b>ANNEXURE-V</b> . Proof towards refurbishment of at-least one open die hydraulic press in the past ten years and worked satisfactorily for a minimum period of <b>three years consecutively</b> after commissioning.			
3.	Self certificate of the bidder towards capability for designing and developing mechanical, electrical, civil and hydraulic drawings of <b>6000T</b> or similar press and control system.			
4.	Document towards proof of the average Annual financial turnover during the preceding <b>3 years</b> is at least <b>Rs. 13 Cr.</b> (for Indian bidder) or equivalent EURO/POUND/YEN/USD (for foreign bidder). The bidder should submit "AUDITED ANNUAL ACCOUNTS" in English version towards documentary evidence of the same.			
5.	Earnest Money of <b>INR 44,74,268/-</b> or Equivalent <b>EURO/POUND/USD/YEN</b> in the form of <b>DD/BG</b> . <b>(The accepted conversion factor should be as per RBI TT Sell exchange rate on the date of floating of the tender)</b>			
6.	Cost of Tender Paper of <b>INR 10,000/-</b> or Equivalent <b>EURO/POUND/USD/YEN</b> in the form of <b>DD</b> . <b>(The accepted conversion factor should be as per RBI TT Sell exchange rate on the date of floating of the tender)</b>			
7.	Tender document duly signed by the bidder towards acceptance of <b>terms &amp; conditions</b> stipulated there in.			

I/We confirm that the information furnished in the documents enclosed with the tender are correct to the best of my/our knowledge and I/We agree to comply with all the conditions stipulated in the Tender Documents.

Signature of Bidder  
Name:-  
Seal:-



HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

ANNEXURE-VII

**QUESTIONNAIRE TO ASSESS CONTRACTOR'S COMPETENCY**

Please feed the followings information by putting **Yes/No** only wherever applicable:

Sl. No.	Description	Answer
1.	Have you gone through the tender document precisely?	
2.	Have you visited the site with your team for its actual work assessment/scope for clear understanding of scopes narrated in tender documents before quoting?	
3.	This project will be executed on discreet turn-key basis, do you agree with it?	
4.	Have you incorporated the names of your collaborators?	
5.	Have you attached your client list where you have executed similar type of project work in last five years?	
6.	Have you attached the list of your experienced engineers & competent team members who will execute the work in co-ordination with site representative of HEC Ltd.?	
7.	Detailed schedule of activities in the form of bar chart, line and P&I diagram are to be submitted immediately after receipt of the work order. This will be required for understanding/idea of our concerned HEC engineers. Do you agree for it?	
8.	Have you any regional site office(s) and liaison agency who can report to our works within twenty four hours notice under any contingency (Name & address required)?	
9.	Do you agree to enclose price list of complete spares with validity of <b>five years</b> after completion of guarantee period?	
10.	Have you quoted your price considering free of cost supply of any equipments/materials/items if any required beyond the list mentioned in the tender document for successful completion of the project?	
11.	Have you enclosed list of exhaustive items required for completion of the project giving specifications, make, model, quantity in separate sheet?	

Signature of Bidder  
Name:-  
Seal:-



**HEAVY ENGINEERING CORPORATION LIMITED**  
(A Govt. of India Enterprises)  
**FOUNDRY FORGE PLANT**  
**CONTRACT CELL**

**ANNEXURE-VIII**

**Name of the work: - Refurbishing/retrofitting of 6000T Press on discreet turnkey basis in 03-Forge Shop/FFP inclusive of Design, Engineering, Supply of materials, related auxiliary services, parameter testing & commissioning.**

**FORMAT FOR SUBMITTING PRICE BID (Part-II) BY “FOREIGN BIDDER”**

<b>Sl. No.</b>	<b>Description</b>	<b>Price to be mentioned in Foreign Currency (Amount Payable in Foreign Currency, please indicate base of the currency)</b>
(A)	<b>SUPPLY PART</b>	
A.1	<b>SUPPLY OF PLANT &amp; EQUIPMENT (IMPORTED)</b>	
1.1	Supply of electrical & mechanical items, as per Technical Specification with performance guarantee on (C.I. F at Kolkata port) basis including Manufacturing, shop testing, packing and forwarding charges on Lump- sum & firm Price basis.	
1.2	Ocean freight on lump sum & firm price basis for 1.1 above.	
1.3	Marine insurance on lump sum & firm price basis for 1.1 above.	
1.4	C.I.F Cost (1.1 to 1.3) at Kolkata Port	
1.5	Add Custom Duty (rate considered-----) (IGST rate considered-----)	
1.6	All port charges including port handling, port rent and port clearance on lump sum and firm price basis. (IGST rate considered-----)	
1.7	Inland transport & insurance (landed at FFP site basis) of imported supply (IGST rate considered-----)	
1.8	Any other charges (pl specify with rate)	
<b>Sl. No.</b>	<b>Description</b>	<b>Price to be mentioned in INR (Amount Payable in INR)</b>
A.2	<b>SUPPLY OF PLANT &amp; EQUIPMENT (INDIGENOUS)</b>	
1.1	Supply of electrical & mechanical items, as per Technical Specification with performance guarantee on (FOR at FFP site) basis including Manufacturing, shop testing, packing and forwarding charges on Lump- sum & firm Price basis.	
<b>Sl. No.</b>	<b>Description</b>	<b>Price to be mentioned in Foreign Currency (Amount Payable in Foreign Currency, please indicate base of the currency)</b>
(B)	<b>ERECTION &amp; COMMISSIONING</b>	
1.1	Design, drawing & documentation of electrical, mechanical items and civil foundations & other construction as per technical specification.	
1.2	Erection & Commissioning.	
1.3	Any other charges (pl specify with rate)	



**HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL**

N. B:-

- (a) Payment shall be made as per prevailing India Rules & Regulations.
- (b) For service part rate quoted must be inclusive of TDS. The amount remitted towards Service Charge (Erection & Commissioning, CIVIL Works etc.) will be after deduction of TDS. The required certificate of TDS shall be provided by HEC.
- (c) The foreign bidder has to submit the PAN obtained from India & TRC (Tax Residency Certificate) of the country of origin after placement of order. If not provided higher rate of TDS will be deducted as per rule.

**Signature of the bidder with rubber stamp with name, full contact address, mobile No., P&T No. etc.**

For & on behalf of HEC Ltd.

Sd/- Sr. DGM I/c/Contract Cell/FFP



HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

**ANNEXURE-VIII**

Name of the work: - **Refurbishing/retrofitting of 6000T Press on discreet turnkey basis in 03-Forge Shop/FFP inclusive of Design, Engineering, Supply of materials, related auxiliary services, parameter testing & commissioning.**

**FORMAT FOR SUBMITTING PRICE BID (Part-II) BY "INDIAN BIDDER"**

<b>Sl. No.</b>	<b>Description</b>	<b>Basic Quoted Value (Rs.)</b>	<b>GST (Percentage to be indicated)</b>
i)	Supply of materials for Refurbishing/retrofitting of press on F.O.R at FFP site basis.		
ii)	Erection & commissioning.		
<b>Total basic quoted value (Rs.) (Sl. No. (i) + (ii)):-</b>			

**Signature of the bidder with rubber stamp with name, full contact address, mobile No., P&T No. etc.**

For & on behalf of HEC Ltd.

Sd/- Sr. DGM I/c/Contract Cell/FFP





**BANK GURANTEE FOR EARNEST MONEY DEPOSIT**

NO.

Dated:

TO

THE Sr. DGM IN-CHARGE  
CONTRACT CELL  
FOUNDRY FORGE PLANT  
HEAVY ENGINEERING CORPORATION LTD.  
DHURWA, RANCHI-834004, JHARKHAND  
INDIA

Dear Sirs,

In consideration of your agreeing to accept the Earnest money deposit of **INR 44,74,268/- (Rupees Forty Four Lakhs Seventy Four Thousand Two Hundred Sixty Eight only)** or **Equivalent EURO/USD** furnish able to you by M/s -----  
------(Hereinafter Referred to as bidder/contractor) in terms of the Tender No. **FF/CC/03-Shop/Refurbishment of 6000T Press/19-646 dtd. 09.05.2019** for **“Retrofitting of 3 stage, Open die, push down, water hydraulic 6000T Press with oil hydraulic control system on discreet turnkey basis in 03-Forge Shop/FFP inclusive of Design, Engineering, Supply of oil hydraulic power pack & distributors with testing & commissioning”** (Hereinafter Referred to as the Contract) in the form of a Bank Guarantee in the Manner hereinafter contained we (Name of the Bank) -----, having registered office at ----- do hereby covenant and agree with you as follows.

1. We,(Name of the Bank)..... hereby undertake to indemnify you up to a sum of **INR 44,74,268/- (Rupees Forty Four Lakhs Seventy Four Thousand Two Hundred Sixty Eight only)** or **Equivalent EURO/USD** 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 bidder/contractor of any of the terms and conditions contained in the said contract and in the event the bidder/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 the said sum of **INR 44,74,268/- (Rupees Forty Four Lakhs Seventy Four Thousand Two Hundred Sixty Eight only)** or **Equivalent EURO/USD** 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 bidder/contractor.
2. Notwithstanding anything to the contrary contained in this guarantee your decision as to whether the bidder/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 it will be converted as part of **Security Deposit of 10% of total contract value (Inclusive of taxes)** and hold good until it will be released by you on the application by the bidder/contractor after successful completion of the contract and after the bidder/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 “Work Completion Certificate” provided (by you) that this guarantee shall in no event remain in force after the date of successful completion of the contract without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before completion of the contract and that will be enforceable against us.
4. We, (Name of the Bank) -----, further undertake to extend the validity of this guarantee 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 successful completion of the contract and upon such extension(s), all terms and conditions of this contract shall remain in full force till the expiry of this extended date(s).



**HEAVY ENGINEERING CORPORATION LIMITED**  
**(A Govt. of India Enterprises)**  
**FOUNDRY FORGE PLANT**  
**CONTRACT CELL**

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 completion period of the contract or to postpone for any time or from time to time any of your rights or powers against the bidder/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 bidder/contractor or any other forbearance, act or omission on your part or any indulgence by you to the bidder/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 **INR 44,74,268/- (Rupees Forty Four Lakhs Seventy Four Thousand Two Hundred Sixty Eight only)** or **Equivalent EURO/USD** as aforesaid or extend the period of the guarantee beyond the said date of completion of the contract 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 bidder/contractor on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the bidder/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 bidder/contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship 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 bidder/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.
9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special Courier/Tele fax/e-mail to the Bank or Registered office of the Bank.
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 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 bidder/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 bidder/contractor or any reference to arbitration of the said dispute/controversy pending or a civil suit filed by **FFP/HEC Ltd, Dhurwa, Ranchi-834004, Jharkhand, India** or in respect of the dispute or controversy at **Civil Court, Ranchi, Jharkhand, India**.
14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to **INR 44,74,268/- (Rupees Forty Four Lakhs Seventy Four Thousand Two Hundred Sixty Eight only)** or **Equivalent EURO/USD** and this guarantee shall remain in force till completion of the contract unless a written claim is lodged on us for payment under the validity of this guarantee.
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.

Dated this..... day of ..... at .....

FOR AND ON BEHALF OF  
**(Name of the Bank)**

-----

**(Complete address & Seal)**



**TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF Rs. 100/-**

**INTEGRITY PACT**

Between

**Heavy Engineering Corporation Limited (HEC)** hereinafter referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Bidder/ Contactor**”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The 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 Indian 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, 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 Bidder(s)/ Contractor(s) commit themselves 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 cartelization in the bidding process.



**HEAVY ENGINEERING CORPORATION LIMITED**  
(A Govt. of India Enterprises)  
**FOUNDRY FORGE PLANT**  
**CONTRACT CELL**

- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Supplier(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)/ Contractor(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 Contractor"s 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.
  - 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.

**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)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

**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 as per the procedure mentioned in "Guidelines on Banning of business dealings".

**Section 6 – Equal treatment of all Bidders / Contractors / Sub Contractors**

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all sub suppliers 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 Sub Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.



HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT CELL

### Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Sub Contractor(s)

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

### Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Indian 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 Chairman, 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 Supplier 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 Sub suppliers. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub Contractor(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 nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, 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 Chairman HEC, a substantiated suspicion of an offence Under relevant IPC/ PC Act, and the Chairman 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.

### 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 Chairman of HEC.



**HEAVY ENGINEERING CORPORATION LIMITED**  
**(A Govt. of India Enterprises)**  
**FOUNDRY FORGE PLANT**  
**CONTRACT CELL**

**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 in the state of Jharkhand in India.
- (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)  
 (Office Seal)

\_\_\_\_\_  
 (For & On behalf of Bidder/ Contractor)  
 (Office Seal)

Place -----

Date -----

Witness 1:  
 (Name & Address) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Witness 2:  
 (Name & Address) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_