



ISO 9001 Company

Heavy Engineering Corporation Limited
(A Govt. of India Enterprise)
Heavy Machine Building Plant
Central Purchase Department

Tender Notice

Tender No. HMB/PUR/CP/19/220077/OM-5602 dtd 12.02.2019 is available on our website in e-procurement section i.e. <https://etenders.gov.in/eprocure/app> and in limited tender section. Aspiring bidders may go through the tender document.

Interested bidders are requested to submit their most competitive offer through e-procurement mode only. Offer submitted through offline mode will not be considered. For more information please visit our website <https://etenders.gov.in/eprocure/app>.

Tender Summary

| | | |
|---|--|--------------|
| Tender Ref No. | EnquiryNo. HMB/PUR/CP/19/220077/OM-5602 dtd 12.02.2019 | |
| Item Description | 50Mbps ILL with Router | |
| Cost of Tender documents / Tender Fee (DD) | Rs 200/- Tender can be downloaded from website and can be submitted along with tender fee of Rs.200 in form of DD in favour of Heavy Engineering Corporation Limited, Payable at Ranchi | |
| Type of tender | Open Tender in Two Bid System | |
| Earnest Money Deposit (EMD) (To be submitted in the form of DD / BG in favor of Heavy Engineering Corporation Limited, Payable at Ranchi) | Rs.5000/- | |
| Last date of Sale of Tender paper | 23.02.2019 | Upto 3:00 PM |
| Last date and time of tender submission | 23.02.2019 | Upto 3:00 PM |
| Due date and time for opening of tender (Techno-commercial bid) | 25.03.2019 | At 15:00 PM |

Prospective Tenderers are advised to get register themselves only on at NIC e-tender portal i.e. <https://etenders.gov.in/eprocure/app>, obtain 'User ID' & 'Password' and go through the 'Self Help files' available in the Home Page after log in to the portal <http://etenders.gov.in>. They should also obtain Class III Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. Detailed instructions for online bid submission are attached in **annexure-9**. No registration fee would be charged from the bidders.



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

NOTE: HEC reserves the right to extend / change the schedule of any activity by intimating the bidders through a notification on the e-tender portal.

Submission of tender

The Following 2 covers shall be submitted through online CPP - portal by the bidders. Last date and time of submission of bids (cover 1, 2) is as per given dates.

Cover – I: - Containing techno-commercial bid

Cover – I containing

- i. EMD
- ii. Technical Performa and Checklist

Cover - II: Price Bid (BoQ)

a) The tenderer shall upload the digitally signed Schedule of price bid in the form of BOQ.xls

Bidders may please note, the schedule of quantities is attached in the portal. The same (BOQ) shall be downloaded and be filled in the editable (un protected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, name of the bidder etc.

Bid Opening Process is as below:-

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

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



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OPEN TENDER

HMB/PUR/CP/19/220077/OM-5602

Dtd 12.02.2019

To,

We intend to procure the items as per enquiry schedule given below:

ENQUIRY SCHEDULE

| Sl. No. | Description | Qty. |
|---------|------------------------------------|------|
| 1. | 50 Mbps ILL bandwidth | 01 |
| 2 | Router (CISCO make or equivalent) | 01 |

50 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared with a provision of 8 Mbps dedicated for VC) at HEC for a period of 2+1 years.

1. Introduction:

HEC has a plan to install "50 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) to be installed at Systems Department, for a period of 2+1 years" on rental basis, this is required for the purpose of connectivity for Internet services.

2. Scope of the work:

To provide 50 Mbps Internet leased line connectivity on uncompressed, unshared leased line (OFC) (1:1) at Systems Department of HEC on rental basis. This includes installation, commissioning, testing & up keep of the complete link for two years period (extendable to 3rd year). The connectivity will be through dedicated Internet service. All hardware and software required for the establishment of fully functional leased line will be provided by the bidder on rental **basis with a provision for dedicated 8Mbps for VC**. The minimum guaranteed bandwidth taken from the Bidder is 50 Mbps. The termination of ILL will be on Switch installed in the department, from where it will be distributed on LAN.

3. Pre qualification Criteria: Mandatory (Tenderers not meeting the criteria will not be considered)

3.1 The bidder should be the Tier 1 National ISP and should have a valid Category "A" ISP license from Govt. of India (Attach a copy of license)

3.2 The bidder should be financially sound with a minimum average annual turnover of Rs. 5 crore during last 3 financial year. The proof of turn over should be submitted in the form of Audited Annual Reports



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- 3.3** ISP must have distributed minimum 100 Mbps of International Internet bandwidth to its clients (Attach certificate)
- 3.3.1 ISP should have their own/direct access to international gateway in India, for providing Internet bandwidth, which should be connected onto international gateway through fiber systems only (not on satellite).
- 3.3.2 The list of existing enterprise customers of Internet Bandwidth (50 Mbps or more) should be provided along with feedback.
- 3.3.3 Should have at least one International Point of Presence for peering with Tier 1 carriers and local peering within India with at least one other ISP
- 3.4**
- 3.4.1 The quotation should clearly indicate the different components of the total charges recurring (annual) and non-recurring (one time) for bandwidth and equipment supplied.
- 3.4.2 The firm must give compliance statement of all the identical items along with all terms and conditions. Deviations, if any, should be clearly indicated in remarks in separate deviation sheet.
- 3.5**
- 3.5.1 The ISP should have a fully functional Customer Service Centre, which is operational 365X7X24 hours. (Attach Certificate)
- 3.5.2 The bidder would insure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks. Bidder will be responsible for making all the payments towards the local loop charges/rentals/WPC charges etc.
- 3.5.3 Liaisoning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and HEC shall be the responsibility of quoting firm.
- 3.5.4 The Price bid will be considered only when it qualifies technically
- 3.5.5 HEC reserves the right to carry out the capability assessment of the bidder and the decision of HEC shall be final in this regard.
- 3.5.6 ISP must clearly state in technical bid that financial bid contains all components viz. recurring, non-recurring, bandwidth charges etc. as mentioned above
- 3.5.7 Every bid document should be signed and stamped by authorized signatory.
- 3.5.8 PERIOD OF INTERNET CONNECTIVITY SERVICE CONTRACT: - The Internet Connectivity contract shall be initially for a period of (02) two years. Services may be extended to 1 more year depending on the performance.

Bidders not complying with above conditions or not providing complete information as described shall not be considered and hence out rightly rejected.

3.6 RESPONSIBILITIES UNDER THE CONTRACT

The ISP would be responsible for the following



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- 3.6.1 To provide 50 Mbps Internet connectivity (Leased Line) at Systems Department, HEC, Ranchi on yearly rental basis
 - 3.6.2 ISP will provide 10 Public IP addresses of ipv4 pool and (20 Public IP addresses of ipv6 pool, if HEC migrates from IPv4 to Ipv6).
 - 3.6.3 Installation, commissioning, configuring of the link and hardware/software (Mux and Router etc. to make line fully functional at 50 Mbps.).
 - 3.6.4 Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment
 - 3.6.5 Either party may terminate the contract after giving three month notice
 - 3.6.6 ***In case of the above parameters going out of specifications, HEC will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, HEC reserves the right to cancel the contract within one-month.***
- 3.7 Completion period**
- 3.7.1 The successful bidder should take all care to complete the contract within 15 days from the date of award and acceptance of contract. **The services must start on 01.04.2019.**
 - 3.7.2 **DELIVERY PERIOD & INSTALLATION:**
The delivery period of the said tasks/services should be adhered to as will be mentioned in the Award of Contract. Bidder should quote the minimum and maximum period (within 15 days) he will take to install/operate the link at HEC. The supply shall actually be deemed to have been completed on the actual date of installation
- 3.8 Warranty:** The Bidder will be responsible for the comprehensive maintenance for the entire warranty period. Warrantee period will start after the acceptance of installation & testing of complete connectivity
- 3.8.1 The Bidder will do preventive maintenance once a quarter for upkeep of the Systems running
 - 3.8.2 The schedule will have to be adhered to strictly by him
 - 3.8.3 99.5% Uptime shall be calculated as (Total Time – Down Time) X 100 /Total Time on annual basis.
 - 3.8.4 Deduction in payment will be made for downtime in the annual bills raised by the ISP
 - 3.8.5 The response time for attending the faults will be four hours (maximum) after they are reported to the Bidder
 - 3.8.6 The Bidder will rectify the faults within 24 hours failing which; the Bidder will arrange temporary replacements. The services shall be provided 24 hours & 7 days in a week
- 3.9 Cancellation/Termination of order by HEC:** In cases where the contractor fails either to accept the order or to acknowledge the order without any pre-conditions within the stipulated time or fails to start the work according to the



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work schedule or fails to ensure satisfactory progress of the work, HEC reserves the right to cancel/terminate the contract by giving 30 days notice at the cost and risk of the contractor.

3.10 Service Level Agreement

3.10.1 50 Mbps Internet bandwidth at all the time.

3.10.2 Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of globe.

3.10.3 Latency: Less than 350 ms from HEC to ISP's tier 1 peering point.

3.10.4 Network Availability: More than 99.5 %.

3.10.5 Reports for performance, monitoring /usage to be submitted by the ISP on monthly basis or as per requirement of HEC

3.10.6 The bidder will provide the facilities to measure the above parameters at Systems Department of HEC. The facility of measurement / monitoring of above parameters or graphical display will be provided by the bidder.

In case of the above parameters going out of specifications, HEC will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, HEC reserves the right to cancel the contract within three-months.



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Other Terms & conditions

1. The rate quoted shall be **F.O.R HMBP** (inclusive of packing & forwarding, Freight charges & transit Insurance).
2. The Price quoted by the tenderer should be exclusive of GST. The rate and nature of GST applicable should be shown separately. GST will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed on the date of supply provided the transaction of sale is legally liable to GST and within the delivery period.
3. **Validity**-The rates quoted must be firm and the offer made must remain valid for acceptance up to **three months** from the date of opening of the tender. The rate quoted must be in word and figure as well. In case any discrepancy in rate given in figures and word, the rate given in words will prevail.
4. Quotations erased or over written are likely to be rejected unless all corrections are authenticated with the tenderer's signature with seal.
5. **Payment terms:** 90% within two months of completion of work and 10% against C.R.V. (to be issue by our Stores after receipt and acceptance of material at HMBP) and on submission of PBG. In case of any deviation by the bidders necessary loading (@ 1% Per Month (maximum 12%/year)) on quoted price.
6. The Corporation does not pledge itself to accept the lowest or any tender and reserve to itself the right of accepting the whole or any part of tender or portion of the quantity offered and you shall supply the same at the rate quoted.
7. **Inspection** –Inspection of the manufactured items will be done by QCA/HMBP or his authorized representative at supplier's works, Necessary tools and measuring instruments to be provided by the supplier.
8. Corporation reserves the right to call for and examine at any time the books of accounts and other document and papers of the firm for the purpose of ascertaining whether any excess payment has been made or the firm likely to be received / received undue benefit out of execution of the particular contract.
9. **Earnest Money Deposit** – amounting **Rs 5,000/-** will have to be deposited by demand draft on any of the nationalized banks in favor of "Heavy Engineering Corporation Limited, payable at Ranchi" or in the form of Bank Guarantee as per annexure-6 .The scan copy of EMD in form of DD/BG will have to be enclosed in the Techno- Commercial bid (Part 1) and the original have to be sent at our office. Exemption of EMD shall be applicable on submission of valid SSI/NSIC/MSME certificate and as per prevailing govt guidelines. SSI/NSIC/MSME Certificate to be enclosed in Techno Commercial Part 1.
10. **Security deposit (SD)** –Successful tenderers will have to deposit security equal to 5 % of the value of the contract within the desired period i.e. within 21 days of PO date. Failing this, the contract will be cancelled at the risk and expenses of the suppliers. SD will have to be deposited by demand draft on any of the nationalized banks in favor of "Heavy Engineering Corporation Limited, payable at Ranchi" or in the form of Bank Guarantee as per format at annexure-7.



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11. The time for and the date of delivery of the Stores stipulated in the acceptance of tender shall be deemed to be the essence of the Contract and delivery must be completed not later than the dates specified therein. Otherwise:
 - a. The purchaser to recover from the Contractor a sum of 0.5% per week (Completed week) of the price of the Stores (up to maximum 10%) as **liquidated damages**, which the contractor has failed to deliver as aforesaid or
 - b. The purchaser may procure the undelivered stores/ similar items from elsewhere, without notice to the contractor at the risk of the contractor without canceling the contract in respect of the consignment not yet due for delivery or
 - c. To cancel the contract or a portion thereof.
12. The corporation reserves the right to reject any / all tender partly / fully and no tenderer can ask any explanation anywhere in this regard.
13. **Performance Bank Guarantee:** The successful tenderer will have to submit performance bank guarantee amounting 10% of the contract value valid till guarantee period of the supplied materials in HEC's format enclosed as annexure-8 after supply of material.
14. Order placed as a result of this tender will be governed by the Corporation's General Terms and Conditions of Contract which can be referred in HEC's website www.hecltd.com

Note:-

1. **HEC is registered on TReDS governed by RBI guidelines and our registration no is HE0000320. All MSME firms are advised to register on RXIL (Receivable exchange of India-Mumbai)**
2. **As per the govt. Guidelines it is to be specified clearly in your offer whether your firm is registered with SSI/NSIC/MSME and also confirm whether the firm is owned by SC/ST Entrepreneurs or not.**
3. **Pl. provide UAM no to avail Facilities of MSME.**
4. **Please get registered your firm with HEC Ltd.**

(S.K. Singh)
DGM/CP/HMBP



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Annexure-1

PART – I

HMB/PUR/CP/19/220077/OM-5602

Dtd 12.02.2019

Technical specification and requirements for 50 Mbps Internet connectivity Leased Line (1:1 uncompressed and unshared with last mile on fiber) for HEC for a period of 2+1 years

| Sr. no | Technical Specification for Internet Leased Line Connection | Complied (Yes/No) | Deviation if any |
|---------------|--|--------------------------|-------------------------|
| 1 | The bidder should be the Tier 1 national ISP and should have a valid Category "A" ISP license from Govt. of India (Attach a copy of license). | | |
| 2 | The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 50 Mbps symmetric bandwidth without any compression factor through Optical Fiber cable with a provision of dedicated 8 Mbps for VC. | | |
| 3 | The ISP/bidder should have fully resilient and self healing network architecture, on fiber medium, from the international gateway in India | | |
| 4 | The ISP/bidder should have Network Operation Centre (NOC) for trouble shooting around the clock | | |
| 5 | Internet Router Port at ISP Gateway for required Bandwidth and 10 Public IP addresses of ipv4 pool and (20 Public IP addresses of ipv6 pool, if HEC migrates from IPv4 to Ipv6) | | |
| 6 | The bidder should furnish a detailed network/ schematics diagram of total solution proposed showing connectivity from ISPs gateway Terminal Point to required locations of the HEC, Ranchi | | |
| 7 | The connectivity from the POPs of service providers to Systems Department HEC, Ranchi premises shall be through Optical Fiber Media | | |
| 8 | All the equipments supplied by the bidder should be capable of handing higher band width in case up gradation is required in the later stage. | | |
| 9 | Any Software and Hardware required establishing the purchased bandwidth will be provided by bidder to make leased line fully functional | | |



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| | | | |
|----|--|--|--|
| 10 | The bidder should submit technical literature explaining the proposed implementation diagram with the technical bid | | |
| 11 | The bidders should have Direct \ toll free number to register complaints round the clock (24x7), Maintenance support service (24 hours and 7 days a week) | | |
| 12 | The ILL links should be available in full duplex mode which must be demonstrated to Engineers of HEC | | |
| 13 | The service provider should have independent Network Operation Centre with 24x7 supports to take care of the ILL link management requirements. The service provider should furnish details of Toll Free number reachable from BSNL Landline phones for logging complaints | | |
| 15 | Service provider has to provide facility to Systems Department HEC, to monitor the SLA (Service level Agreement) parameters (as per Para 4.19) and log the Trouble tickets on line. HEC should also be able to obtain standard reports on the ILL links' Bandwidth Utilization (in Mbps, in frames/sec), Errors (frames/sec), Discarded (frames/sec), Non uncast(frame/sec), Bandwidth availability, Packet loss (in %), Latency of links etc. through any network monitoring tool / web browser provided by service provider. | | |
| 16 | The service provider network should be backed by availability of service centers/service personnel in Ranchi to attend faults. | | |
| 17 | <p>Systems Department of HEC will consider the successful provision of the link subject to satisfactory Acceptance Test. The methodology for the test will be at the discretion of the HEC. However, the same will be shared with the Bidder / SP.</p> <p>Following tests may be adopted :</p> <ul style="list-style-type: none">a. Average latency should not be more than 250 ms up to ISPs 1st Tier 1 peering point.b. Domestic Latency < 80 Millisecond during peak traffic hoursc. International Latency < 250 Millisecond during peak traffic hoursd. Packet Loss < 0.5% <p>Facilities of testing above parameters will be provided by the Bidder / ISP</p> | | |



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Annexure-2

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Client List

Details about the client where the bidder executed similar solution.

| Sl. No | Name of client & office address of contract Person with phone no | Nature of operation of client (Manufacturing / trading / others) | Whether Multi location client (Yes/No) | Name of contract | Start year of contract | Compliance year of contract | Whether support service attached |
|--------|---|---|---|------------------|------------------------|-----------------------------|----------------------------------|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |

Note: The bidder is required to provide execution of the 50 Mbps or more Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) at least for **three clients** in the above format with necessary supporting documents



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Annexure – 3

HMB/PUR/CP/19/220077/OM-5602

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Quotation No.....

Terms & Conditions:

| SI No | | HMBP/HEC Requirement | Bidders confirmation |
|--------------|--|---|-----------------------------|
| 1 | Price Terms (F.O.R. HMBP) Inclusive of P & F charges, Freight and Insurance charges upto HMBP Stores Ranchi | FOR HMBP Stores | |
| 2 | GST | To be quoted separately indicating HSN no of material and GSTN of firm | |
| 3 | Payment Terms | For Supply - 90% price with 100% GST will be paid through RTGS within 60 days after completion of work Balance 10% payment will be made on successful installation and commissioning of machine at HMBP duly certified by HMBP officials along with PBG of 10% order value valid till guarantee period. | |
| 4 | Validity of offer | 3 months. | |
| 5 | Price variation clause | Not applicable | |
| 6 | Delivery Schedule | As per clause no 3.7 | |
| 7 | L D Clause | To be accepted | |
| 8 | Inspection | By QCA/HMBP at your works. | |
| 9 | Test Certificate and Guarantee Certificate | To be provided by manufacturer | |
| 10 | Guarantee / Warranty | As per clause 3.8 | |
| 11 | Tender Fee | Rs 200 in the form of DD in favor of Heavy Engineering Corporation Limited, Payable at Ranchi | |
| 12 | EMD | Rs 5,000/- in the form of DD or BG to be submitted | |
| 13 | Security Deposit | 5% of P.O. value | |
| 14 | PBG | 10% of order value valid till guarantee period. | |



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| | | | |
|----|---|---|--|
| 15 | UAM (Udyog Aadhar No) No if registered under MSME | To be mentioned by bidder if applicable | |
| 16 | If MSME Unit owned by SC/ST Representative | Please indicate Yes or NO | |
| 17 | Acceptance of Risk Purchase clause(yes/no) | To be accepted | |
| 18 | General conditions of the contract (sl 24) | To be accepted | |

(Signature of Tenderer with seal)



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Annexure – 4

PART-II (Price Bid)

The tenderer shall upload the digitally signed Schedule of price bid in the form of BOQ.xls

Bidders may please note, the schedule of quantities is attached in the portal. The same (BOQ) shall be downloaded and be filled in the editable (unprotected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, name of the bidder etc.



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Annexure-5

HMB/PUR/CP/19/220077/OM-5602

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Self-Declaration

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

Date: -

(Signature of Tenderer)
With
official Seal



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Annexure-6

Format for
BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

NO.

Dated:

TO
ANCILLARY & CONTRACT DEPARTMENT
MATERIAL MANAGEMENT DIVISION
HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LTD.
RANCHI-834004, JHARKHAND
INDIA

Dear Sirs,

In consideration of your agreeing to accept the Earnest money deposit of Rs.----- (Rs--
-----) furnishable to you by M/s-----
----- (Hereinafter Referred to As
Contractor) In terms of the Enquiry No. ----- Dtd.
----- for Supply of ----- (Hereinafter Referred to as the
Contract) in the form of a Bank Guarantee in the Manner hereinafter contained we -----
-----, having registered office at -----
-----do hereby covenant and agree with you as follows.

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



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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.



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9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special Courier or Telefax to us or our Local Address as aforesaid.
10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any Amalgamation or absorption thereof or therewith but will ensure for the benefit or and be available to and enforceable by the absorbing or amalgamated company or concern.
12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the contractor or any reference to arbitration of the said dispute/controversy pending or a civil suit filed by the contract or in respect of the dispute or controversy.
14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.----- (Rs. -----only) and this guarantee shall remain in force until -----unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry of this guarantee . i.e. On or before-----all your rights under this guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
15. We have power to issue this guarantee in your favour under the memorandum and articles of association of the bank and the undersigned has full power to execute this guarantee under the power of Attorney Granted to them by the Bank.

FOR AND ON BEHALF OF



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Annexure-7

Format for

BANK GUARANTEE FOR SECURITY DEPOSIT

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

TO,

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

Dear sir,

In consideration of your agreeing to accept the security deposit of rs.'amount'..... furnishable to you by m/s*'firms name'*..... (hereinafter referred to as contractor) in terms of the contract no.*'hec's purchase order no'*.....for supply of*'details of items'*.....(hereinafter referred to as the 'contract') in the form of a bank guarantee in the manner hereinafter contained we.....*'bank details'*..... branch, having registered office at*'place'*..... do hereby covenant and agree with you as follows:

1. We hereby undertake to indemnify you up to a sum of rs.'amount'.....(rupees*'amount in words'*.....) against any loss or damage caused to or suffered by you or that may caused to or suffered by you by reason of any breach or breaches on the part of the contractor of any of the terms and conditions contained in the said contract and in the event the contractor shall make any default or defaults in carrying out any of the works under the said contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand and without any protest or demur pay to you such sum or sums not exceeding in total the said sum of rs.'amount'.....(rupees*'amount in words'*.....) as may be claimed by you as your losses and / or damages, costs, charges or expenses by reason of such default or defaults on the part of the contractor.
2. Notwithstanding anything to the contrary contained in this guarantee your decision as to whether the contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be



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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 ...'*date*'..... without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. We'*bank name*'....., further undertake to extend the validity of this beyond the period prescribed in clause 3 or as extended from time to time, for such further period as may be required in writing before the expiry of this and upon such extension(s), all terms and conditions of this shall remain in full force till the expiry of this extended period(s).
5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the contractor or to postpone for any time or from time to time any of your rights or powers against the contractor and either to enforce or forebear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect or so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of rs.'*amount*'.....(rupees'*amount in words*'.....) as aforesaid or extend the period of the guarantee beyond the said date of ...'*date*'.... unless expressly agreed to by us in writing in terms of clause 4 hereof.
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



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contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

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, speed post or telefax to us at our local address as aforesaid.
10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for the benefit of 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 contractor in respect of the dispute or controversy.
14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to rs.'amount'.....(rupees*'amount in words'*.....) and this guarantee shall remain in force until*'date'*.... unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry of this guarantee i.e. on or before ...*'date' + '6 month'*..... all your rights under this guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities thereunder. irrespective of whether or not the original guarantee is returned to us.



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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

'name of bank'

'signature with seal'



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Annexure-8

FORMAT OF PERFORMANCE BANK GURANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT & TO BE ISSUED BY ANY NATIONALISED /SCHEDULED BANK AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

Name of Equipment: ----- Guarantee NO-----
Purchase Order No.:----- dated: ----- Date:-----
Validity -----
Claim period-----

To:
M/s Heavy Engineering Corporation Ltd.
Heavy Machine Building Plant
Ranchi-834004 Jharkhand

In consideration of your having placed an order bearing Purchase Order No.-----dated:--
----- with-----
----- (hereinafter referred
to as Supplier) for the supply of-----
----- (hereinafter referred to as the-----

We ----- do hereby agree with you
irrevocably that, should the machinery and equipment fail to give the guarantee
performance and achieve the efficiency as stipulated in the Purchase Order within the period
of guarantee or should the material and/or workmanship of the machinery and equipment
supplied or any part thereof be found defective and/or fully, as per the purchase order, we
undertake to pay without any demur merely on demand a sum of Rs. -----
----- being 20% of the value of Rs. -----
----- for the supply of -----

Your decision whether the supplier have made any such defaults and the amount to which
you are entitled by reasons thereof shall be conclusive and bind on us, subject to maximum
of Rs. ----- as aforesaid.

We-----further guarantee that
the machinery and equipment manufactured and supplied by the supplier shall be new, of
good quality materials and of the first class workmanship as specified in the Purchase order
and should the machinery and equipment supplied or any part thereof be found defective
and that should the defect as pointed out in inspection note be not made good and/or in
case of failure within guarantee period same shall be replaced on free of cost or repaired on
free of cost to the entire satisfaction of Heavy Engineering Corporation Ltd.



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We -----agree that the guarantee herein contained shall remain in full force and effect till the machinery and equipment give the desired performance and it shall continue to be enforceable till your dues have been fully paid and claims satisfied or discharged subject to a period not later than----- . In the event of any extension granted for commissioning/dispatch suitable extension shall be given on your request.

We-----, further agree that any neglect, omission or forbearance or indulgence in enforcing any claim as per the terms and conditions of your purchase order or performance guarantee or any of them or any extension of the time granted for the performance or payment of penalty under the guarantee or any dispute between the supplier and yourselves as regard performance of machinery and equipment supplied or issued related to your Purchase order, shall not effect in any way our liability under this guarantee until the full payment, but in any case, shall not extend beyond-----.

This guarantee is in addition and not substitution for guarantee given to you by the seller or by their bankers on their behalf.

We----- lastly undertake not to revoke this bank guarantee during its currency except with the previous consent of the corporation in writing.

Notwithstanding anything to contrary stated above, our liability under this guarantee will be restricted to Rs.----- and shall remain in force up to -----

---, unless a demand or claim under this guarantee is made from the date i.e. on or before----
-----all your rights under the said guarantee shall be forfeited and we shall

be released and discharged from all liabilities thereunder.

Dated at ----- day of -----

Seal of the Bank



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Annexure-9

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may



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download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.



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- iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by as specified in the tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- vi) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.



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ASSISTANCE TO BIDDERS

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 **CPP Portal** Helpdesk.

Note: For any query related to registration and processing on the Portal please visit FAQ available at

<https://etenders.gov.in/e procure/app?page=FAQFrontEnd&service=page>

You may call the Helpdesk. The 24 x 7 Help Desk Numbers are

0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787

E-Mail: support-eproc@nic.in

Or

You may call to our service provider, Mr.Kushal (7903884318)

E-Mail: kushalnicccl@gmail.com
