

MATERIALS MANAGEMENT DIVISION  
FOUNDRY FORGE PLANT,  
HEAVY ENGINEERING CORPORATION, RANCHI – 834 004  
TELEPHONE: 91-0651 – 2400427, 2401437, 2401107 FAX: 91-0651 -2401323  
Email: [vimalkumar@hecltd.com](mailto:vimalkumar@hecltd.com)

**GLOBAL TENDER ENQUIRY**

**INVITATION FOR BIDS**  
**(IFB)**

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

To:

M/s .....

.....

.....

Dear Sirs,

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

**SALIENT FEATURES OF THE TENDER**

A.	<b>GLOBAL TENDER REF. No.</b>	<b>PUR/FFP/2018/332135/69/ 315 dt. 18.08.2018</b>
B.	ITEM DESCRIPTION	Manufacturing and Supply of FORGED SHAFT
C.	SALE / DOWNLOADING OF TENDER DOCUMENTS	Start (Web Site): <b>20 .08.2018</b> Start (By Hand): <b>18.08.2018</b> Close (By Hand) : <b>18.09.2018 13.00 Hrs</b> “ Indian Standard Time (IST)” Close (Downloading from Web-Site) : <b>17.09.2018 18.00 Hrs</b> “ Indian Standard Time (IST)” Tender documents can be purchased between 09.00 AM to 4.00 PM on all working days (except Sundays and Holidays) as per above dates.

D.	PLACE OF PURCHASE OF TENDER DOCUMENTS	<p><u>A) FFP, MM Department</u></p> <p>Jr. Manager(P)/MM Division FFP/ HEC Ltd, P.O: Dhurwa, Ranchi-4 , Jharkhand(INDIA) Ph: 0651 – 2401437, 2400427,2401107</p> <p><u>B) Branch Offices</u></p> <p><input type="checkbox"/> Branch Manager Heavy Engineering Corporation Limited, 77,Park Street Kolkata-700016 (INDIA) Ph: +9133- 22172397.</p> <p><input type="checkbox"/> Branch Manager Heavy Engineering Corporation Limited, E-84, Masjid Moth, Greater Kailash Phase -3, New Delhi – 110 048.(INDIA) Ph: +9111 – 29220224, Mob:- 09312004822</p> <p>Tender Documents may also be downloaded from Purchaser’s web-site <a href="http://www.hecltd.com">www.hecltd.com</a>.</p>
E.	COST OF TENDER DOCUMENTS	<p><b>Rs.1500/- (Rupees Fifteen Hundred Only)</b> including GST in the form of Demand Draft from any of the Scheduled Commercial Banks of India in favour of “<b>Heavy Engineering Corporation Limited</b>” payable at <b>Ranchi</b>.</p>
F.	DUE DATE & TIME OF SUBMISSION	<p><b>18.09.2018 by 13.00 Hrs</b> “Indian Standard Time (IST)”.</p>
G.	PLACE OF SUBMISSION OF BID	<p>Deputy General Manager, Materials Management Division, Foundry Forge Plant, Heavy Engineering Corporation Limited, Plant Plaza Road P.O. Dhurwa, Ranchi Jharkhand, India -834004 Ph: 0651 – 2401437, 2400427,2401107</p>
H.	DATE & TIME OF OPENING OF  PART-I: COST OF BID DOCUMENT & EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY, TECHNICAL PART & COMMERCIAL PART	<p><b>18.09.2018 by 15.30 Hrs</b> “Indian Standard Time (IST)”.</p> <p>Deputy General Manager, Materials Management Division, Foundry Forge Plant, Heavy Engineering Corporation Limited, Plant Plaza Road P.O. Dhurwa, Ranchi Jharkhand, India -834004 Ph: 0651 – 2401437, 2400427,2401107</p>
I.	EARNEST MONEY DEPOSIT(BID SECURITY)	<p><b>Rs.750000/-</b> (Indian Rupees Seven Lakhs Fifty Thousand only)</p>

J.	PROJECT COMPLETION SCHEDULE	<b>Four (4) months</b> from the Effective Date of Contract. Effective Date of Contract shall be the Date of Issue of <u>Letter of Award (LOA) by the Purchaser.</u>
K.	VALIDITY OF BID	120 days from the scheduled date of opening of PART- I.

## 1.0 PRE-QUALIFYING CRITERIA

### 1.1 TECHNICAL QUALIFYING CRITERIA

The bidder should fulfill the following eligibility criteria:

- I The Tenderer must have the following Machine /equipment facilities:
  - i) Press /Presses of Capacity 12000 Ton or above.
  - ii) Heat Treatment Furnaces of Length 09 meter or above.
  - iii) Axial Hole Manufacturing facility for similar item.
- II The bidder must have manufactured and supplied similar forgings in size and weight in the last five years as on August 2018, in a country other than their country of origin or in India. The said material should be under satisfactory operation for a minimum one (1) year subsequent to the date of commissioning during last 5 (seven) years ending last day of month previous to one in which tenders are invited. Documentary evidence is required to be submitted regarding the above. HEC will have the right to confirm the same from the User.
- III The bidder should have experience of forgings similar items for the last three (3) years as on August 2018. Documentary evidence is required to be submitted regarding the above. HEC will have the right to confirm the same from the User.
- IV Reduction Ratio of the supplied shaft should be 4 or more.

**In order to establish above credentials, following documents required to be submitted:**

1. The bidder shall enclose documentary evidence such as notarized copy of Letter of award / contract giving name and address of clients & date of completion of supplies.
2. The bidder shall furnish at least Two Performance Certificate from their customer to whom they have supplied the similar item.
3. Documents showing bidder's experience of supplying similar items.

### 1.2 FINANCIAL CRITERIA:

The tenderer shall produce satisfactory proof that he is financially in a position to fulfill the contractual obligations offered to be undertaken by him. The relevant document as mentioned in Prequalifying criteria is to be submitted in this regard. The tenderer shall also submit the following with their techno-commercial bid.

**Documents to be submitted:**

1. Copies of Audited Annual Reports (Financial Statements) for last three consecutive Financial Years i.e. for 2015-16, 2016-17 & 2017-18 for domestic tenderer and for the year ending 2015,2016 & 2017, in case of foreign tenderer .  
In case of non-availability of audited financial statements for any reason, the Tenderer may submit a certificate from a practicing chartered Accountant in support of the financial criteria.

2. Copies of Partnership deeds if applicable.
3. Copies of ownership documents in respect of manufacturing plant.
4. Copy of certificate of Incorporation and Articles of Association if applicable/Registration of company.
5. General power of attorney in favour of any signatory, other than the owner/head of the firm.
6. Affidavit will be submitted by the tenderer along with the tender that:
  - a) The tenderer has not been blacklisted by any State Government/ Central Government / Government Undertaking in India as on due date of tender.
  - b) The tenderer has not been debarred by HEC and other PSU/ Government Undertaking as on due date of the tender.
  - c) The tenderer has not been blacklisted in the country of their origin (in case of foreign tenderer) and other countries as on due date of tender.
  - d) The tenderer has not been listed in RBI defaulter List during last seven (7) years prior to Date of publishing of Tender.

Tenderer who is blacklisted or debarred as on date of the tender by any State Government/ Central Government / Government Undertaking in India or by HEC or in the country of their origin or other countries (in case of foreign tenderer) will not be eligible for participating in the tender and if submitted the bid, those bids/quotations will be treated as unsolicited & will not be considered. In case of false declaration, earnest money deposited by the tenderer will be forfeited and is liable to GST at applicable rate and tender may be rejected/ LOA (work order/purchase order) may be cancelled.

**2.0 Bid shall be submitted by Sole tenderer only. Consortium bid is not allowed for this Tender.**

**3.0 LEGAL CAPACITY**

The tenderer shall satisfy the purchaser that he is competent and authorized to submit tender and/or to enter into a legally binding contract with the purchaser. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender, submitted by him is legally binding upon himself, his firm or company as the case may be. A power of Attorney, duly authenticated by a Notary Public, indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid is binding upon the Tenderer during the full period of its validity.

**4.0 EARNEST MONEY DEPOSIT (EMD)/COST OF TENDER DOCUMENT**

- a) Bids must be accompanied by a Earnest Money Deposit (Bid Security) amounting to **Rs.750000/- (Indian Rupees Seven Lakh Fifty Thousand only) and cost of Bid Document including GST amounting to Rs.1500/- (Rupees Fifteen Hundred only)** alongwith Part-I of the bid in the following forms :
  - (i) a Demand Draft towards cost of Tender Document.
  - (ii) a Demand Draft/Bank Guarantee in the form provided in the bidding documents towards cost of EMD/Bid Security.

The instruments mentioned above, shall be submitted from any Scheduled Commercial Bank, located anywhere in India. The Demand Draft has to be drawn in favour of “**Heavy Engineering Corporation Limited**” and payable at Par at Ranchi.

- b) EMD/ COST OF TENDER DOCUMENT may be submitted in INR or its equivalent amount in USD/POUND /YEN /EURO in case of foreign tenderer. The conversion rate for currency shall be the date of Invitation of Bid (IFB).

c) In case of online transfer the following bank details of HEC can be referred

1. BANK NAME: STATE BANK OF INDIA
2. BRANCH: SME BRANCH
3. ADDRESS: MECON CAMPUS, DORANDA, RANCHI – 834004, JHARKHAND (INDIA)
4. ACCOUNT NO.: 30073880917
5. BENEFICIARY NAME: HEC LTD.
6. SWIFT CODE: SBININBB387
7. IFSC: SBIN0009620
8. MICR: 834002006
9. BRANCH CODE: 009620

d) In case of non submission of EMD the offer may not be considered for evaluation.

e) EMD of unsuccessful tenderers will be returned after finalization of contract and Interest of any sort will not be payable on EMD.

f) EMD of a tenderer will be forfeited and is liable to GST at applicable rate, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

g) If the successful tenderer fails to furnish the required Security deposit within the specified period, its EMD will be forfeited and is liable to GST at applicable rate. The EMD shall also be forfeited and is liable to GST at applicable rate if the successful tenderer fails to accept the order.

h) EMD Validity: EMD/Bid Security shall remain valid for a period of sixty (60) days beyond the original bid validity period, and beyond any extension subsequently requested by the Purchaser. EMD of Successful bidder shall be converted in Security deposit.

j) Interest on EMD: No interest shall be payable on EMD.

**N.B.:**

Tenderers registered with National Small Industries Corporation/ Small Scale Industries/ Micro, Small scale Industry (MSME) or DGS&D will be exempted from submission of EMD and Cost of tender document. The tenderer should enclose an authenticated copy / notarized copy of their valid registration certificate with NSIC, MSME, SSI, DGS&D for grant of exemption.

**Note : MSME firms will have to declare /furnish registration of UAM Number ( Udyog Aadhar Memorandum by Ministry of MSME) on Centre Public Procurement Portal failing which they shall not be able to avail the benefits available to MSME contained in public Procurement Policy for MSME order 2012 issued by ministry of MSME.**

## 5.0 DOCUMENTS FOR SUBMISSION OF TENDER

The following documents are enclosed for submission of tenders:

I	Instructions to Tenderers (Annexure -A)
II	Technical Specification of Material ( Annexure – B)
III	Special Terms & Conditions (STC) (Annexure -C)
IV	Check List ( Annexure – D)
V	Format for bank gurantee for earnest money deposit (Annexure – E)
VI	Price Schedule (Annexure - F)
VII	Compliance Report ( Annexure – G)
VIII	Format for Bank Guarantee For Security Deposit (Annexure -H)
IX	Format for Performance Bank Guarantee (Annexure -I)
X	SKETCH of FORGED SHAFT (Annexure -J)

**Note: Tenderers are requested to read the enclosed Instructions, Technical Specifications and General conditions of contract of Heavy Engineering Corporation Limited carefully before submitting offer.**

## 6.0 DOCUMENTS COMPRISING THE BID

6.1 Tenders must be submitted in sealed cover with NAME & ADDRESS OF THE BIDDER, TENDER NO., DUE DATE and VALIDITY PERIOD of the offer super scribed on it, failing which the tenders may be ignored.

6.2 The bid will consist of **two parts:**

**Part-I: Techno Commercial Bid : Cost of Tender Document, EMD/ Bid Security, Pre-Qualifying Documents, Technical Part & Commercial Part, and Un-priced Price Schedule**

This part shall be marked as Part-I: “**Cost of Tender Document, EMD/ Bid Security, Pre-Qualifying Documents, Technical Part & Commercial Part, and Un-priced Price Schedule**” containing Cost of Tender Document, EMD/Bid Security, Pre-Qualifying Documents, Technical part, Commercial part and shall not contain price at all. The cost of bidding documents should be attached only in case the document is downloaded from the web-site.

However, an un-priced copy of the Price Bid shall be attached with Part-I with the word “QUOTED” in place of price data furnished in the Price Bid. Integrity Pact (if applicable) duly signed shall also be enclosed.

All commercial terms and condition, Compliance Statement towards Instructions to Tenderers, Technical specification, Special Terms & Condition of the Contract will be submitted along with Part-I: techno-commercial bid.

**Part-II: Price Bid**

This part shall be marked as “Part-II Price Bid” and shall contain prices only without any terms and conditions.

**Note:** Any footnotes, remarks etc. made in the Price Bid must also appear in the Un-priced copy thereof to be submitted with Part-II of the Bid. In case of any discrepancy between the footnotes, remarks etc. made in the Un-priced copy of Price Bid and those in the Priced Price Bid, the stipulations made in the Un-priced copy of Price Bid shall prevail for the purpose of price bid evaluation. Footnotes, remarks etc. made only in the Price Bid and not featuring in the Un-priced copy shall not be taken into cognizance and shall be ignored.

On the tender opening date Part-I shall be opened. The offer received without EMD/Bid Security shall liable to be rejected.

Tenderers are expected to submit all necessary documents in support of fulfilment of Pre-Qualifying Criteria. However, in case any further document is found necessary by HEC for proper assessment, the Tenderer shall have to furnish the same within the stipulated time from the date of intimation, failing which the Tender will be considered as non-responsive & in-eligible and their offer will not be processed any further.

## **7.0 PERIOD OF VALIDITY OF BID**

Bids shall remain valid for the period of 120 days from the scheduled date of opening of Part-I. A bid valid for a shorter period shall be rejected by the Purchaser as being non-responsive unless extended.

The Purchaser may solicit the Tenderers' consent to an extension of the bid validity period. The request and responses thereto shall be made in writing. If a Tenderer accepts to extend the period of validity, the EMD/Bid Security shall also be extended by the Tenderer accordingly. A Tenderer accepting such request, shall not modify its bid on its own.

## **8.0 PLACE OF PURCHASE OF TENDER DOCUMENTS**

Tender documents may be purchased from following offices upon payment of cost of tender document including GST of Rs. 1500/- (**RupeesOneThousand Five Hundred only**). Tender Documents fee paid are non refundable.

- Jr. Manager (P)/MM Division, FFP/ HEC Ltd, P.O: Dhurwa, Ranchi-4,Jharkhand (INDIA) Ph: 0651 – 2401437, 2400427, 2401107
- Branch Manager/ Heavy Engineering Corporation Limited, 77, Park Street Kolkata-700016 (INDIA) Ph: +91-33- 22172397.
- Branch Manager / Heavy Engineering Corporation Limited, E-84, Masjid Moth, Greater Kailash Phase – 3, New Delhi – 110 048.(INDIA) Ph: +91-11 – 29220224, Mob:- 09312004822

Tender Documents may also be downloaded from Purchaser's web-site [www.hecltd.com](http://www.hecltd.com). In case of downloading of tender documents from web-site, cost of tender document including GST of Rs.1500/- to be submitted in the form of Demand Draft drawn in favour of “**Heavy Engineering Corporation Limited**” and payable at Par at Ranchi alongwith Part-I of the Bid.

It shall be the responsibility of the prospective tenderers to ensure that the Bids have been submitted in the formats and as per the terms and conditions prescribed in the website and no change is made therein. The documents placed in website along with this detailed Invitation for Bids (IFB) forms the complete tender document. All the documents along with detailed IFB as placed in the website is final including clarification, drawings, corrigendum, addendum, pre-bid meetings, if any. On verification, at any time, whether the tenderer is successful or not, if any of the documents submitted by the tenderer including the documents downloaded from Purchaser's above mentioned website / issued are found tampered/ altered / incomplete, they are liable for rejection, cancellation & termination of the Contract, debarring, etc. as per the rules of the Company.

It will be presumed that the Tenderer have gone through the entire bidding documents available in the website which shall be binding on them.

The Tenderer shall download the "Bid Document" available in the web site in totality and submit the same duly signed on each page.

For and on behalf of Heavy Engineering Corporation Limited.

(Vimal Kumar)  
Deputy General Manager /Purchase/FFP  
Materials Management Division  
Ph: 0651 2400427,2401437  
Email : [vimalkumar@hecltd.com](mailto:vimalkumar@hecltd.com)



**INSTRUCTIONS TO TENDERERS (ITT)**

**Prequalifying criteria:**

TECHNO-COMMERCIAL BID MUST ACCOMPANY INFORMATION ABOUT SUBMISSION OF DOCUMENTS AS DETAILED IN CLAUSE NO. 1 OF IFB ABOVE.

**1.0 SUBMISSION OF TENDER:**

- 1.1 Tenders in double cover must be submitted in duplicate in Two parts (Techno-commercial bid and Price Bid) in separate sealed covers (inner covers), Super-scribing the Techno-commercial bid or Price Bid, tender number and date of opening of tender on the covers. Both the bids i.e; Techno Commercial bid & Price Bid should be sealed separately in different envelopes with bid type marked on the top and super scribed with Tender No. Tender date, Tender Opening date and addressed to DGM (Purchase)/FFP, HEC Ltd P.O;Dhurwa,Ranchi - 834 004. Then both the above mentioned envelopes are to be kept in a one big envelope and having Techno Commercial + Price bid marked on the top and super scribed with Tender no.& Tender date, tender opening date, and addressed to DGM (Purchase)/FFP, HEC Ltd Dhurwa Ranchi, 834004. Offer must be accompanied with technical leaflets, Credentials, Brochures and other relevant details. The tender shall be neatly arranged, plain and legible, typewritten with consecutively numbered pages in solid binding. Tender should not contain any terms and conditions, printed or otherwise, which are not applicable to the tender. Such conditional tenders are liable to be summarily rejected.
- 1.2 The Tenderer shall prepare and Original and 5 (five) identical copies/sets of Part- I:Techno-commercial Bid clearly marking each one as ‘Original Bid’, ‘Copy No. 1’, ‘Copy No.2’, etc. as appropriate. In the event of any discrepancy between the original and any copy, the original shall govern.
- 1.3 Part-II : Price Bid shall be submitted in One Original plus 3 (three) copies.
- 1.4 Only one tender should be included in one cover. When more than one tender are included in one cover, all tenders so enclosed in one cover will be liable to be ignored. **Tender shall contain a special declaration that the Tenderer agrees to hold the tender open for period indicated in this invitation to tender.** This period of validity of tender shall be four months from the date of opening of the tender and the prices quoted shall be deemed to remain valid for this period.
- 1.5 Tenders in sealed cover should be sent by registered post and if delivered by hand should be **put in the Tender Box located at M M Division (Purchase deptt)/FFP.**
- 1.6 Tender documents are strictly non-transferable. i.e. offer can be submitted only by the Tenderers to whom tender documents have been issued. The tender forms should be signed by a competent authority holding power of attorney to handle such job on behalf of tendering firm and this fact must be stated explicitly.
- 1.7 Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the Tenderers signature.
- 1.8 The tenders shall be submitted in English Language.
- 1.9 Tender is liable to be ignored if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the tender, are not fully filled in. Special attention must be paid to the delivery dates and also to the General Conditions of the Contract of HEC LTD with latest amendments and those contained in this booklet as the contract shall be governed by them.

## 2.0 LATE/ DELAYED TENDER

2.1 Tenders or modifications to tenders received after opening of tenders are to be called as Late Tender. Tenders or modification to it received after time fixed for receipt of tenders, though before time fixed for opening is to be called Delayed Tenders. Price-bids received after opening of techno-commercial offer though before the time fixed for opening of price-bid will also be regarded as Late Offer. Such delayed/ late offers will not be opened.

## 3.0 Signing of tender

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

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

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

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

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

(4) Each page of the tender, schedule to tender and Annexure, if any, should be signed by the tenderer.

## 4.0 OPENING OF TENDER

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

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

## 5.0 Right of Acceptance of Offer

5.1 The **purchaser reserves** his right to accept partly or reject any offer without assigning any reason thereof. The purchaser does not pledge itself to accept the lowest or any tender and reserves to itself the right of acceptance the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

5.2 The Purchaser reserves the right to accept or reject any bid or to annul the Bidding process and reject all bids at any time prior to award of the Contract without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Tenderer(s). Mere purchase and submission of tender document shall not mean fulfilment of requirements of eligibility of the Tenderer(s).

## 6.0 EARNEST MONEY DEPOSIT (EMD)/COST OF TENDER DOCUMENT

TECHNO-COMMERCIAL BID MUST ACCOMPANY INFORMATION ABOUT SUBMISSION OF EMD AND TENDER FEE. EMD TO BE SUBMITTED AS DETAILED IN CLAUSE NO. 4 OF IFB ABOVE.

## 7.0 TECHNO-COMMERCIAL BID

- 7.1 The tenderer shall carefully check the specifications and drawings and shall satisfy himself of the suitability of the equipment being offered and shall take full responsibility for the efficient operations and guarantee of specified output of the Plant and equipment offered.
- 7.2 The offer should be complete in all respects along with supporting documents and technical literature like catalogue, test charts, **credentials**, list of customers of similar job, performance feedback reports from users etc.
- 7.3 The tenderer is at liberty to offer alternative quotations for any modifications he considers advisable giving full reasons in support thereof. However, it will not be binding on purchaser to accept it in part or full.
- 7.4 The offer should confirm to technical specification and general conditions of contract. However, deviations, if any, should be clearly brought out by the tenderer. The tenderer should invariably attach with their offer a clause-wise compliance statement against (I) Instruction to Tenderers (II) Technical specification (III) Special terms & conditions of contract in a specified format as per Annexure – C stating where they meet requirement in to to and where and how they deviate giving full details and remarks if any.
- 7.5 The tenderer should certify in the techno-commercial bid that the price-bid contains item-wise price with detail breakup as specified in Technical Specification.
- 7.6 In order that no clarification is needed after opening of Price Bid of technically acceptable offers, it is essential that the un priced copy of the price bid (**REPEAT UNPRICED**) alongwith other terms & conditions should be enclosed with the Techno-commercial bid. Proforma of un-priced bid is enclosed as Annexure-D.
- 7.7 The check list and Compliance Report ) as per Annexure – D & G to be filled by the tenderer and to be submitted alongwith techno-commercial bid.
- 7.8 **Tenderer are requested to visit the site of Installation and** inspect the site if considered Necessary and shall satisfy himself of site conditions and shall collect himself any other Information which he may require before submitting the tender. Claims and objections due to ignorance of site conditions will not be considered after submission of the tender.
- 7.9 Incomplete quotations or quotations without tooling and fixtures in case of Tooled-up machines are liable to be ignored.

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

- 8.1 In the price bid, the tenderer shall include all elements of cost of Equipment strictly as per the scope of supply & services specified in technical specification. The price shall be item wise in accordance with and as stated in the specification. If the work is of turn-key nature, the vendor will be responsible for complete execution of the job as specified in the scope of work. **The rate quoted should be valid for 120 days.**
- 8.2 The tenderer shall give the detail price schedule taking into consideration of all the element of work and services as covered under the scope of work.
- 8.3 For all equipment, accessories, spares etc. of import origin from out side India, prices shall be quoted for delivery on CIF/FOB basis indicating the Port of shipment as well as for delivery on CIF basis indicating the port of entry i.e. KOLKATA(in India) along-with the charges for transportation and insurance separately, directly by the Original Equipment Manufacturer (OEM) or the foreign supplier if authorized by the concerned Foreign Govt. However, order if any, will be on FOB basis only and all taxes, duties, fees or charges including Bank charges outside India for supply of Equipment, Services and Spares ex-import including transportation, Seaworthy packing, preservation till FOB is the

- 8.4 responsibility of the supplier. However the Freight charges and marine Insurance upto port of entry i.e. KOLKATA(in India) **MUST** be mentioned if Price quoted on FOB basis.
- 8.5 In some cases, a foreign supplier stipulates that purchases can be made through their Indian counterpart/ collaborator (not agent). In such cases purchase can also be made against Rupee payment only for those equipments against offer from Indian tenderers, but the import clearance should be arranged by the tenderer and he should arrange inspection/ training in India and also provide after sale services. Prices for equipment, accessories, spares etc. shall be quoted in rupees for delivery ex-works. Statutory duty e.g. sales tax, service tax etc. if applicable, shall be indicated separately and distinctly. The freight charges, if any, **MUST** be quoted separately. However, order if any, will be on FOR destination basis.
- 8.6 For all plant and equipment accessories, spares etc. of indigenous source, prices shall be quoted in rupees for delivery ex-works. Statutory duties e.g. excise duty and sales tax, service tax etc. if applicable, should be indicated separately and distinctly. The freight charges if any, **MUST** be quoted separately. However, order if any, will be on F.O.R. destination basis.
- 8.7 Revision in price bid or techno-commercial bid having impact on prices will not be considered after opening of techno-commercial bids.
- 8.8 Quoted Price should be in words and figure. Any discrepancy between words and figures, the price in words shall prevail.
- 8.9 Price quoted should be exclusive of GST.

## **9.0 TECHNICAL CAPACITY**

- 9.1 The tenderer shall satisfy the purchaser that he possesses the necessary technical experience and qualification and that he has at his disposal suitable modern facilities and staff of specialized nature to ensure that his contract work is of best quality and workmanship, according to the latest engineering practice. The tenderer shall furnish necessary particulars in this behalf with the tender.
- 9.2 **In this regard the tenderer shall submit a detailed statement regarding Prequalifying criteria mentioned at clause no. 1 at IFB above.**

## **10.0 FINANCIAL CAPACITY:**

- 10.1 The tenderer shall produce satisfactory proof that he is financially in a position to fulfill the contractual obligations offered to be undertaken by him. **In this regard the tenderer shall submit a detailed statement regarding Prequalifying criteria mentioned at clause no. 1 at IFB above.**

## **11.0 LEGAL CAPACITY**

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

## **12.0 QUERIES/CLARIFICATIONS:**

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

DGM  
Materials Management Division  
Foundry Forge Plant  
HEC Ltd, Dhurwa, Ranchi – 834 004  
Tele: 0651 -2400427, 2401437. 2401107  
FAX: 0651 – 2401323, 2401571, 2401437  
email : [vimalkumar@hecltd.com](mailto:vimalkumar@hecltd.com)

OR

SDGM  
I/C 03-Shop  
Foundry Forge Plant  
HEC Ltd, Dhurwa, Ranchi – 834 004  
Tele: (Mob): +91 7547878930  
Email: [arbindnath@hecltd.com](mailto:arbindnath@hecltd.com)

### 13.0 **EVALUATION OF TECHNO-COMMERCIAL BIDS**

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

### 14.0 **EVALUATION OF PRICE BIDS OF TECHNICALLY ACCEPTABLE BIDDER**

- 14.1 For ranking of offers, price of complete scope of supply as detailed in technical specifications will be considered. The Purchaser shall inform and communicate the date, time and venue of opening of price bids, to the Tenderers whose bids are found to be techno- commercially acceptable.
- 14.2 The Purchaser shall open the price bid of the Tenderers, in the presence of designated representatives of the Tenderers who choose to attend, at a date, time and venue communicated to the Tenderers by the Purchaser.
- 14.3 The evaluation shall be done on “**Net of Input Tax Credit**” basis based on the Summary Price Table.
- 14.4 In case of a discrepancy between words and figures and/ or arithmetic error in totalling, corrected arithmetic total will be considered.
- 14.5 If the Tenderer does not accept the correction of errors, its bid will be rejected and EMD will be forfeited & is liable to GST at applicable rate.
- 14.6 The price shall be at “Purchaser’s site/HEC (FFP) Destination” basis inclusive of design, engineering, erection, testing and commissioning, freight & insurance of the equipment/machine tool as per the scope of work stipulated in the tender documents inclusive of all applicable taxes & duties.
- 14.7 Bidder shall quote GST amount alongwith GST rate in the Price Schedule.

### 15.0 **CONVERSION TO SINGLE CURRENCY**

- 15.1 Currency chosen for the purpose of converting to a common currency shall be local currency, i.e. Indian Rupees (INR).
- 15.2 Source of Exchange Rate: As the common currency shall be the local currency, exchange TT Selling rates observed by the Reserve Bank of India (RBI) and notified by the State Bank of India (SBI), will be used for converting prices quoted in foreign currencies.
- 15.3 Date of Exchange Rate: The closing TT Selling rate of exchange on the previous working day of the date of opening of Techno commercial Bid shall be considered.

**GLOBAL TENDER ENQUIRY NO:-PUR/FFP/2018/332135/69/ 315**

**Dt. 18.08.2018**

**SPECIFICATION OF SHAFT**

**Technical Specification:**

**SCHEDULE OF ENQUIRY**

SNo.	Description of Material	Quantity	Requirement
1	Manufacturing and supply of FORGED SHAFT as per Sketch at ANNEXURE – J	01No. Set	
	<b>N.B:</b> <b>1. Inspection : The Inspection of material to be done by third party of International Repute at supplier's cost.</b>		
2	Project Completion Period		<b>4 Months from the effective date of contract.</b>

**N.B:** The offer has to be submitted in two part bid system viz;

- 1) Techno commercial bid                      2) Price Bid

**Scope of Work**

Manufacture and Supply of SHAFT.

**Detail Time schedule**

The Tenderer shall furnish the detail activity wise time schedule for works and service involved in the bar chart format.

**16.0 SPECIAL TERMS & CONDITIONS**

16.1 Order placed as a result of this tender shall be subject to the GENERAL TERMS & CONDITIONS of the Contract of the Corporation, which can be downloaded from our website: [www.hecltd.com](http://www.hecltd.com).

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

**16.2 SECURITY DEPOSIT :**

Successful tenderer irrespective of their registration status with HEC LTD will be required to submit Security deposit equivalent to **5% of** contract value, within 21 days of issue of contract.

**16.3 DELIVERY :**

16.3.1 Time is the essence of the contract. The delivery period is 4 Months from the effective date of contract. The tenderer shall quote his best and earliest delivery as per NIT Terms & condition.

16.3.2 Delivery quoted should be guaranteed.

16.3.3 The tenderer will be responsible for co-ordinated delivery and erection of the complete, equipment and materials both from out side India and from indigenous sources and he shall ensure deliveries in the sequence in which they will be required for erection at site.

**16.4 L.D. CLAUSE**

16.4.1 The date of delivery of the stores stipulated in the acceptance of tender shall be deemed to be the essence of the contract and delivery must be completed not later than the date specified therein. If the supplier fails to deliver the stores or any consignment there of within the period prescribed for such delivery, the Corporation shall be entitled at his option either: -

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

Or

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

Or

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

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

**16.5 PACKING:**

### **16.5.1 FOR INDIGENOUS ITEM :**

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

### **16.5.2 FOR IMPORTED ITEM :**

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

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

### **16.5.3 MARKINGS: (COMMON FOR INDIGENOUS/ IMPORTED MACHINE).**

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

Contract No & Date.

Full address of consignee.

Port of landing/Rly siding of the consignee.

Total No. of packages & SI No of each packing case.

Up right arrow.

Gross weight.

Special marking for case.

Brief nomenclature of equipment.

Slings position.

### **16.5.4 PACKING DOCUMENTS: (COMMON FOR INDIGENOUS/ IMPORTED MACHINE).**

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

a) Packing List/Invoice.

b) Pre-delivery inspection certificate.

### **16.6 STANDARD TERMS OF PAYMENT:**

16.6.1 The standard payment term is 90 % of material value + 100 % taxes & duties after Receipt of material at FFP Stores and balance 10 % against submission of PBG for an amount equivalent to 10 % of contract value valid till Guarantee / Warranty period (18 months) for successful performance of the Equipment/ Instrument.

16.6.2 Payment to the foreign supplier may be made through L/C. The validity of Letter of Credit will be agreed upon between the Contractor and the Purchaser.

16.6.3 If extension of validity of Letter of Credit becomes necessary, all Bank charges shall be borne by the Contractor.

16.6.4 The Purchaser shall establish Letter of Credit and advise through the Overseas Branch to be specified by the Contractor. Should the Contractor need confirmation of Letter of Credit, charges for the same are to be borne by the Contractor. All Bank charges outside India, related to Letter of Credit, shall be borne by the Contractor. The Purchaser shall bear all the Bank charges in India, in establishing Letter of Credit.

16.6.5 The Contractor shall intimate the name of Beneficiary's Bank while submitting the request for opening of LC to the Purchaser.

#### **16.6.6 PERMANENT ACCOUNT NUMBER :**

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



## **16.7 GUARANTEE AND WARRANTY OF SUPPLIES:**

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

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

### **16.7.2 Warranty :**

- (a) The supplier shall warranty that the equipment will be in accordance with the specification/ contract suitable in design and workmanship for conditions envisaged in the specification.
- (b) The supplier shall warrant that the equipment will be free from defects in design, material or workmanship.
- (c) Supplier's obligations under the warranty shall involve repair, rectification and making good at site the defect, imperfection or fault attributable to defective design, material or workmanship.
- (d) Inspection by purchaser's representatives at various stages would not relieve the supplier of his obligations under the warranty.
- (e) The Supplier/ seller hereby declares that the goods/ store/ articles sold/ supplied to the purchaser under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the said contract. The goods/ stores/ articles would continue to conform to the description and quality aforesaid for a period of twelve months from the date of final commissioning of the said goods/ stores/ articles to the purchaser or 18 months from the date of shipment/ dispatch from the supplier's works, whichever is earlier and that notwithstanding the fact that the purchaser (Inspector) may have inspected and/ or approved the said stores/ articles. If during the aforesaid **period of 12/ 18 months** the said goods/ stores/ articles be discovered not conforming to the description and quality aforesaid or not satisfactory performing or have deteriorated, the decision of the purchaser in that regard shall be final and binding on the supplier/ Seller. The purchaser shall be entitled to call upon the supplier/ seller to rectify the goods/ stores/ articles or such portion/ portions thereof as is found to be defective within the reasonable period or such specific period as may be allowed by the purchaser in his discretion on an application made thereon by the supplier/ seller and in such an event the above mentioned warranty period shall be applied to the goods/ stores/ articles rectified from the date of rectification thereof, otherwise the supplier/ seller shall pay to the purchaser such compensation, as may arise from breach of the Warranty herein contained.

## **16.8 LEGALITY AND DISPUTE SETTLEMENT**

### **ARBITRATION CLAUSE –Applicable between HEC Ltd and Private Supplier excluding FOB supplier**

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

#### JURISDICTION OF COURT

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

16.8.2 **ARBITRATION CLAUSE -FOR Suppliers (FOR PUBLIC ENTERPRISES/ GOVT. DEPARTMENTS)**  
: In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for Arbitration

to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the disputes, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. (Ref-Min. of HI & PE OM No. 1(24)/ 2005-DPE (PMA) dt. 22/1/04).

### 16.8.3 **ARBITRATION (for FOB Suppliers /Contractors):**

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

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

## GOVERNING LAW

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

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

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

### 16.10 **FOR IMPORTED MACHINE ONLY:**

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

- (c) Tenderer should also confirm in their offer that Export License, if required, would be arranged by the Tenderer.

16.11 **PENALTY FOR USE OF UNDUE INFLUENCE**

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

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

**16.12 AGENTS/ AGENCY COMMISSION:**

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

**16.13 ACCESS TO THE BOOKS OF ACCOUNTS:**

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

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

downloaded from our web site [www.hecltd.com](http://www.hecltd.com).

## 16.15

### **Force Majeure**

16.15.1 "Force Majeure" shall mean the following:

- a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts.
- c) sabotage, unlawful lockout, epidemics, quarantine..
- d) earthquake, fire, flood or cyclone, or other natural or physical disaster.

16.15.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.

16.15.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed, the Time for Completion shall be extended as mutually agreed upon.

16.15.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under **Sub-Clauses 31.6** hereof.

16.15.5 Any delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- a) constitute a default or breach of the Contract
- b) give rise to any claim for damages or additional cost or expense occasioned thereby if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

16.15.6 If the performance of the Contract is substantially prevented, hindered or delayed for a period of more than ninety (90) days on account of Force Majeure during the currency of the Contract, the parties will develop a mutually satisfactory solution.

## **16.16 INSPECTION NOTICE**

16.16.1 When inspection during manufacture or before delivery of despatch is required, notice in writing shall be sent by the Contractor to the Inspecting Officer / Purchaser under registered post (AD) / fax / courier when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or despatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him.

16.16.2 Marking of stores: The contractor shall at his own expense mark all the approved stores with a meaningful and recognisable mark which can be easily distinguished as destined for the Purchaser (HEC). The stores which cannot be so marked shall be packed in suitable Packages or cases each of which shall be sealed and marked with such mark.

**Annexure - D****Check List**

Sl No	Description	Firm's Remarks Yes/No	In case of noncompliance, deviation to be indicated
1	Submission of EMD and Tender fee		
2	Confirmation for submission of security deposit		
3	Confirmation for submission of Performance security deposit		
4	Validity 120 days from the date of opening of tender documents.		
5	Delivery period.		
6	Warranty period		
7	Submission of un priced copy of price bid along with techno-commercial bid.		
8	Para-wise compliance statement.		
9	Confirmation regarding scope of supply and prices available against each item in price bid as per scope of supply mentioned in the technical specification.		
10	Payment terms.		
11	Submission of Customers list / Reference list to whom the similar / proposed machines supplied by the tenderer.		
12	Submission of test Certificate of the proposed job.		
13	Confirmation to risk purchase and L.D. clauses.		
14	Confirmation to Special Terms & Condition of contract Clause No. 16. ( All points)		

**Annexure- E**

**FORMAT FOR  
BANK GURANTEE FOR EARNEST MONEY DEPOSIT**

No.

Dated:

To,

Materials Management Division,  
Foundry Forge Plant,  
Heavy Engineering Corporation Limited (HEC)  
P.O: Dhurwa, Ranchi-834 004(Jharkhand), INDIA

Dear Sirs,

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

------(Hereinafter Referred to  
As

Contractor) In terms of the Enquiry No. -----  
Dtd. ----

----- for Supply of ----- (Hereinafter Referred to as  
the

Contract) in the form of a Bank Guarantee in the Manner hereinafter contained we -----  
-----, having registered office at -----  
-----

-----do hereby covenant and agree with you as follows.

1. We hereby undertake to indemnify you up to a sum of Rs. ----- (Rs. -----  
--

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

2. Notwithstanding anything to the contrary contained in this guarantee your decision as to  
whether the contractor has made any such default or defaults and the amount or amounts to

which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims or damages or losses suffered by you but will pay the

amount demanded by you under this guarantee forthwith on your demand without any protest or demur.

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

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

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

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

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

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

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

10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing un cancelled 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

-----



**Annexure -F**

**1. Price schedule for IMPROTED supply**

**Table - 1**

**Name of Firm:**

<b>Sl. No.</b>	<b>Description</b>	<b>Price of foreign components in Foreign Currency(Payable in Foreign Currency, please indicate name of the currency)</b>
<b>1.0</b>	<b>Supply of Material (Imported) (F.O.B)</b>	
1.1	Ocean freight on lump sum & firm Price basis for 1 above.	
1.2	Marine insurance on lump sum & firm Price basis for 1 above.	
1.3	C.I.F Cost (1.0+1.1+1.2)	
1.4	Customs Duty Including Education Cess on Customs on ceiling basis (rate considered-----)  GST on imported Supply (Rate & Amount considered-----)	
1.5	All port charges including port handling, port rent, and port clearance on lumpsum and firm Price basis. Add GST (Rate & Amount considered-----)	
1.6	Inland transport & insurance (landed at site basis)of imported supply Add GST (Rate & Amount considered-----)	
1.7	Any other charges (pl specify with rate)	
	<b>Sub-total (1)</b>	

2. Price schedule for Indigenous supply

**Table - 2**

Name of Firm:

Sl. No.	Description	Quantity	Value (Rs)
1	Basic rate		
2	Discount(if any)		
3	Discounted Basic rate		
4	P & F charges (If any)		
5	Sub Total		
6	GST		
7	Sub Total		
8	Freight Charges with GST / Delivery charges up to FFP Stores		
9	Sub total		
10	Insurance+GST		
11	Grand Total		

- Note:** 1. The price to be quoted for each item as per schedule of Enquiry.  
2. The firm must provide the break up for any additional charges other than above.

Date:

Signature of Supplier  
Address & seal

**General Compliance Report**

The quotation shall be submitted in the format given below:

Terms & Conditions:-		HEC Requirement		Bidders
1.	Price Term (FOR, Ex. Works/ FOB)	FOR FFP Works	:	
2.	Packing		:	
3a.	GSTN	GST registration	:	
3b.	GST Rate	Amount/Rate to be quote	:	
4.	Discount	Separately	:	
5.	Payment Terms	As specified in annexure – C	:	
6.	Validity of Offer	120 Days from the date of opening of tender	:	
7.	Freight/Delivery Charges	Preferably Inclusive	:	
8.	Delivery Schedule	In lots as per our requirement	:	
9.	Mode of dispatch	Separately	:	
10.	Insurance	Firm's A/C	:	
11.	Test Certificate	To be provided by manufacturer/Supplier	:	
12.	Warranty Certificate/Guarantee Certificate	Firm shall have to furnish Guarantee / Warranty for 12 month from date of supply.	:	
13.	Inspection	Separately	:	
14.	LD and Risk Purchase clause	As per Tender Notice	:	
15.	Tender Fee	Rs. 1500/-	:	
16.	EMD	Ra. 750000/-	:	
17.	Security Deposit	@ 5% of Contract Value to be submitted within 21 days of issue of P.O.	:	
18.	Acceptance of GCC Clause		:	
19.	Whether company owned by SC/ST entrepreneurs		:	
20.	Status of Firm ( MSME / NSIC/ SSI or Regd. with DGS&D)	MSME Firm has to provide UAM No. and declaration regarding information of Declaration of UAM n in CPP Portal.	:	

**N.B- Rate has to be quoted in figures as well as in words and in case of any discrepancy, the rate given in words shall be final.**

(Sign of Tenderer)

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 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 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 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 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.
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'*

**Annexure— I**

**FORMAT OF PERFORMANCE BANK GUARANTEE**

(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.,  
Foundry Forge 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 10% 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.

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.

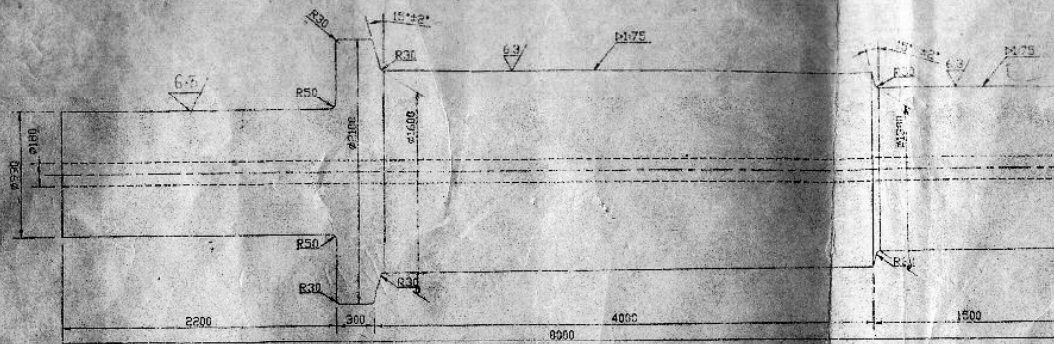
We----- lastly undertake not to revoke this bank guarantee during its currency except with the previous consent of the corporation in writing.

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





- Note :-
1. Heat Treatment Condition :- Normalised and Temper
  2. Mech. Properties : UTS - 58 kgf/mm<sup>2</sup> (Min)  
YS - 30 kgf/mm<sup>2</sup> (Min)  
% El - 14
  3. Hardness : 160-200 BHN
  4. Ultrasonic Test : As per ASTM-A388 with acceptance criteria of 5mm FBH.
- ⑤ Grain size 5 or more (ASTM no.)

FIT FOR PRODUCTION

Signature: *[Signature]*  
Date: 14.08.2018


INEO-Ranchi  
E. Ranchi

		SHAFT		MATERIAL - 45C8 IS 2004	
				WEIGHT IN KG - 28650.00	
UNIT & QTY	BUREAU/GRUP	SCALE	DESIGNER	H.M.B.	
DATE	BY	CHKD BY	DATE	HEC LYE RANCHI	