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MATERIALS MANAGEMENT DIVISION
FOUNDRY FORGE PLANT
HEAVY ENGINEERING CORPORATION LIMITED

(A Govt. of India Enterprise)
P.O. Dhurwa, Ranchi – 834 004
Ph: 0651- 2400427,2400429,2401437.Fax: 0651-2401437

E-mail: vimalkumar@hecltd.com
usha@hecltd.com

Web : www.hecltd.com

OPEN TENDER

Sub: E-tendering with E-price bids for Procurement of Gouging Carbon Electrodes.

Tenders are invited electronically through website. Tenders are to be submitted strictly as per guidelines furnished in the website of <https://etenders.gov.in> and here under:

INSTRUCTION TO BIDDERS (ITB)

1.0 Tender Summary:

Tender Ref No.	Enquiry No. PUR/FFP/19/320045/85/381 dtd: 05.08.2019	
Cost of Tender documents / Tender	Rs 750/- ((in form of DD in favour of Heavy Engineering Corporation Limited payable at Ranchi) that shall reach before scheduled date of tender opening.	
Mode of Tender:	E tender with e-price bid	
Earnest Money Deposit (EMD)	Rs 100000/- (i) To be submitted in the form of DD / BG in favor of Heavy Engineering Corporation Limited, Payable at Ranchi or (ii) by RTGS/NEFT	
Type of tender	Two Parts Bid System (1) Techno-commercial Bid (2) Price Bid	
Last date and time for on-line submission of tender	24.08.2019	UPTO 14:00 Hrs (IST)
Due date and time for on line opening of tender :	26.08.2019	AT 15:00 Hrs (IST)
Due date and time for online opening of Price bid of technically suitable firms	Will be intimated through e-tender Portal.	
(Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next full working day at same time)		

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.

2.0 Contents of tender documents:

1.	Techno-commercial terms and conditions of the NIT	Annexure 'A' & Annexure 'B'
2.	Template for Price Bid/BOQ format for online submission by the bidder.	BOQ.xls

3.0 Requirements for Vendors:

- A. P.C. connected with internet.
- B. Registration with Service provider portal <https://etenders.gov.in>
- C. The vendor should possess a Class-II or Class III Digital Signature certificate (Mandatory). (Bids will not be recorded without Digital Signature Certificate.)
- D.** In case of any clarification please contact M/s NIC, before the schedule time of the submission of bid. Contact Person:- **Shri Kushal Kumar: 09852923855/ 7903884318**
- E. Registration / Enrollment of Bidder on e- tender Portal of HEC: In order to submit the bid, the bidders have to get themselves registered online on the etender portal of HEC Ltd with valid Digital Signature Certificate (DSC) issued from any agency authorized by CCA and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

4.0 For registration, Submission procedure and method of correspondence etc. Please visit our website: <https://www.hecltd.com> / <https://www.etenders.gov.in> and click on the relevant link for help.

5.0 Help for participating in e-tender:

The detailed method for participating in the e-procurement are available in the website <https://www.hecltd.com> or <https://www.etenders.gov.in> The bidders have to Log on to official website and then click on the specified links to start participating in the e-procurement process.

Bidders are also free to communicate with the contact person of the service provider to get all clarifications regarding the mode of the e-procurement process.

NB :

- I. Please note that there is no provision to take out the list of parties downloading the tender document from the above referred web site. As such, tenderers are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
 - II. No separate intimation in respect of corrigendum to this NIT(if any) will be sent to tenderers who have down loaded the documents from website. Please see websites i.e., <http://www.hecltd.com> or <http://www.etenders.gov.in>
- 6.0 The offer should be submitted (uploaded) strictly as per the terms and conditions and Procedures laid down in the website <https://www.etenders.gov.in> tender document failing which the offer is liable for rejection.

Bidders should download the complete NIT including the Annexure and read carefully before filling the details and uploading the documents.

- 7.0 The offers with any deviations to the NIT Terms and conditions shall be liable for rejection.
- 8.0 The bidder must upload all the documents required as per the terms of NIT. (Any other document uploaded which is not required as per the terms of the NIT shall not be considered.)

9.0 It may pleased be noted that E-tendering or e-procurement fall under the preview of the Information Technology Act 2000 and Information Technology (Amendment) Act 2008 and other relevant acts and subsequent amendments if any).

10.0 There will be no physical sale of the tender documents.

11.0 **PREPARATION OF TENDER DOCUMENTS :**

Tender is to be submitted in two bid system in the following manner and shall be submitted through electronic mode only:

a. **Techno-commercial bid (Part 1)** – The offer shall be on firm's letter pad duly sealed and signed. The offer is to be scanned and uploaded in our portal consisting technical details as per **Annexure 'A'**.

The commercial terms and conditions should be as per **Annexure 'B'**. The format (Commercial sheet.xls) in excel format shall be downloaded and the same excel file duly filled by the bidder is to be uploaded while submitting the offer. No price part is to be uploaded in this part.

b. **Part -II – Price-Bid/BOQ:** This part of the offer should contain price portion. The format of Price Bid/BOQ which in excel format shall be downloaded by the bidder and rate offered by the bidder shall be filled in the excel file and uploaded the same excel file of e tendering system while submitting the offer.

The price bid/BOQ which is incomplete and not submitted as per the instructions given will be liable for rejection.

Note :

Bidders are requested to upload all the attachments /documents in one single PDF File in Other Important Documents (OID) or as indicated in the online instructions. For example if more than one document is to be uploaded in support of Eligibility criteria or proveness criteria or any other requirement then bidder must prepare one single PDF file of all the related documents and then upload in the system in OID.

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. 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)

12.0 **Disclaimer Clause:**

Neither the Company (**Heavy Engineering Corporation Ltd.**) nor the service provider (www.etenders.gov.in) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

1.0 SCOPE OF SUPPLY: -

Supply of Gouging Carbon Electrodes, details given as below-

SI.No	Description of Stores	Unit	Quantity
01	Gouging Carbon Electrode of Size: (i) Dia = \varnothing 9 mm \pm 0.5 mm (ii) Density & Mass without Copper Coating = 1.65 gm/cc & 34.62 gm (\pm 5 gm) (iii) Density & Mass with Copper Coating = 1.90 gm/cc & 39.86 gm (\pm 5 gm) (iv) Current = 300 – 600 Amp, Voltage = 80 – 90 V , Suitable to work at Air Pressure : 5 – 8 Kg/Cm ² (v) Minimum Copper Coating = 0.25 \pm 0.05 mm with smooth finish. Copper coating should not have any crack and discontinuity.	Nos.	2,40,000
<p>N.B- (1) 30 Pcs (Minimum) No. of Gouging Electrodes to be submitted as Sample of offered item for testing along with Techno commercial bid. Offer without samples may not be considered.</p> <p>(2) Delivery Schedule: Delivery of material will be taken in lots. The lot size will be 40000 – 50000 pcs. The total delivery period shall be 12 months from date of Purchase order. 1st lot of material within 15 days after placement of order.</p>			

2.0 Please read carefully before you quote: -

- Items to be supplied as per the provided specifications and delivery schedule.
- Offer has to be quoted on FOR FFP Stores, Ranchi basis. The rate quoted shall be inclusive of all packing & forwarding and exclusive of GST.
- Validity – Minimum 90 days from the date of opening of tender.
- Price bid to be uploaded as per BOQ of NIT.**
- Terms and condition in Annexure B to be submitted/uploaded along with Technical (Part-I) bid.**
- Tender Fees Rs 750/- (Rs Seven Hundred Fifty) in form of DD needs to be sent to office of purchaser before scheduled date of tender opening. (scan copy to be attached along with techno-commercial part 1 bid)**
To
DGM (Purchase)
Material Management Division,
100 Building, Foundry Forge Plant,
Heavy Engineering Corporation Limited, Ranchi – 834004
- EMD: Rs. 100000/- (Rs. One Lakh Only) to be submitted along with the Techno commercial Offer. Scan copy of EMD in the following forms is to be submitted through e- procurement ad hard copy of the same is to be dispatched at below mentioned address:**
DGM(Purchase), MM Division, FFP, HEC Ltd, Dhurwa, Ranchi – 834004
 - Demand Draft on any of the Nationalised Banks of India in favour of Heavy Engineering Corporation Limited, Ranchi.
 - Bank Guarantee from any Nationalised Bank of India (To be preferred for a value above ₹ 5.00 Lakh).
 - EMD can be deposited by NEFT/RTGS to HEC's A/c.

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

EMD may be exempted in case:

- (i) Firms registered with National Small Industries Corporation/ Small Scale Industries/ Micro, Small Scale Industry (MSE) as per Govt. Directives.

NSIC/SSI/MSE are to furnish necessary documentary evidence in support of being as NSIC/SSI/MSE and copy of latest Govt. notification specifying exemption of EMD for them.

- * **Tenders not accompanied with Earnest Money shall be treated as invalid and may be rejected, except for the category of bidders for whom Earnest Money is exempted. The document for exemption from EMD submission must be submitted through e- procurement portal else offer may not be considered.**

3.0 Commercial Terms & Conditions:

- The rate quoted shall be inclusive of all packing, forwarding and freight charges.
 - Price should be quoted exclusive of GST. The firm shall have to provide the GSTIN no and HSN code of offered material.** Any change on the Taxes & Duty structure beyond the DP shall not be considered by HEC Ltd.
 - Validity of offer:** The rates quoted must be firm and the offers made must remain valid for **90 days** from the date of opening of the tender. Delivery date offered must be specified and guaranteed.
 - Quotations erased or overwritten are likely to be rejected unless all corrections are authenticated with the Signature of the tenderer(s).
 - Conditional offers are liable to be rejected.
 - Inspection Clause: Supplies may be subject to inspection by our Inspection Wing or by Inspection Agencies or as prescribed by us.
 - Full particulars, i.e. Specifications, Literatures (Brochures/pamphlets), Drawings, etc. as applicable or it is specifically asked for may have to be submitted along with the quotation. The Brand and Maker's name must also be indicated in the offer.
 - (iv) Delayed/Late Tender:** There is no obligation on our part to accept the delayed/late tender received after the due date of opening and these are liable to be summarily rejected.
 - Self attested copy of the Permanent Account Number (PAN) of the Income Tax shall have to be enclosed along with the offer.
 - The Corporation does not pledge to accept the lowest **or** any tender. It reserves the right to accept the whole **or** any part of the tender **or** portion of the quantity offered and the tenderer (s) shall have to supply the same at the rate quoted.
5. 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.
6. The Payment shall be made **within 60 days** of the receipt and acceptance of supplies at the destination. **The rate of interest to be loaded of the firm for the payment term offered other than as specified in NIT for calculating landed cost to decide L-1 status will be 1% per month i.e; 12% per annum (Maximum).**

7. Corporation reserves the right at any time to call for and examine the Books of Accounts and any other documents and papers of the firm for the purpose of ascertaining whether any excess payments have been made or the firm is likely to receive undue benefit out of execution of the particular Contract.
8. **Security Deposits (SD):** In the event of Contract materializing, successful tenderer(s) shall have to deposit SD equal to 5% of the value of the Contract within 21 days from date of P.O. and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier; failing which the Contract shall be liable to be cancelled at the risks and expenses of the suppliers.
9. **Delivery:** **Delivery of material will be taken in lots. The lot size will be 40000 – 50000 pcs. The total delivery period shall be 12 months from date of Purchase order. The price shall remain valid till one year from the date of placement of order.** Timely Delivery is the essence of the Contract and the delivery must be completed not later than the dates specified therein, otherwise following Clauses shall be applicable: -
 - A) **Liquidated Damage (LD) Clause:** The purchase shall recover a sum of 0.5% per week (completed week) of the price of the stores, up to a maximum 10% as LD which the Contractor has failed to deliver as aforesaid.
 - B) **Risk Purchase Clause:** The purchaser may procure the undelivered stores/similar items from elsewhere, without notice to the supplier and at his without cancelling the contract in respect of the consignment not yet due for delivery.
 - C) **Cancellation of Contract:** In above case, the Contract may be cancelled or a portion thereof.
10. **Guarantee/Warranty Clause-** Trouble free operation without any maintenance requirement for a period of at least 12 months from the date of commissioning (or) 18 months from the date of supply to our Stores/FFP whichever is earlier.
11. **Test Certificate:** The contractor shall provide manufacturer's test certificate at the time of supply.
12. For vendor registration, the tenderers may approach Central Purchase / HMBP, HEC Ltd; Ranchi-4. The registration form can also be downloaded from our website www.hecltd.com and the filled form may be sent with requisite fee to Sr. Dy. G.M./Central Purchase / HMBP / HEC Ltd, Dhurwa, Ranchi-834 004.
13. **Note: 1) In case Bidder is covered under MSME criteria, it is mandatory to quote UAM no. in Bid Documents.**
 - 2) **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.**
 - 3) **"HEC is registered on TReDS governed by RBI Guidelines and our registration no. Is HE0000320. All MSME firms are advised to be registered on RXIL (Receivable exchange of India, Mumbai).**
14. It is to be specified clearly in your offer whether the firm is NSIC/SSI/MSME and also confirm whether the firm is owned by SC/ST entrepreneurs.

(H L Baitha)
DGM/PURCHASE/FFP
Ph- 0651-2400427, 445
Email: hlbaitha@hecltd.com

ANNEXURE –B

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	:
2a	GSTN	GST registration	:
2b	GST Rate	Amount/Rate to be quote	:
3	Packing and forwarding charges	Preferably Inclusive	:
4	Payment Terms	Within 60 days after receipt and acceptance of materials at FFP stores. As per Point no. 6 of Tender.	:
5	Validity of Offer	90 Days from the date of opening of tender	:
6	Freight/Delivery Charges	Preferably Inclusive	:
7	Delivery Schedule	Delivery of material will be taken in lots. The lot size will be 40000 – 50000 pcs. The total delivery period shall be 12 months from date of Purchase order.1st lot of material within 15 days after placement of order.	:
8	Mode of dispatch	Separately	:
9	Insurance	At Firm's A/C	:
10	Test Certificate	To be provided by manufacturer/Supplier	:
11	Warranty Certificate/Guarantee Certificate	Firm shall have to furnish Guarantee / Warranty for 12 month from date of supply.	:
12	Inspection	At HEC's premises	:
13	LD and Risk Purchase clause	As per Tender Notice	:
14	Tender Fees	Rs 750/-	:
15	EMD	Rs 100000/-	:
16	Security Deposit	@ 5% of Contract Value to be submitted within 21 days of issue of P.O.	:
17	Whether company owned by SC/ST entrepreneurs		:
18	Status of Firm (MSME / NSIC/ SSI or Regd. with DGS&D)	MSME Firm has to provide UAM No. and Declaration of UAM no. in CPP Portal.	:
19	GENERAL TERMS & CONDITIONS of the Contract of the Corporation, which can be downloaded from our website: www.hecltd.com .	To be confirmed by the Firm	:
20	Submission of Samples 30 Pcs minimum alongwith techno-commercial offer.	To be confirmed by the firm	:

N.B- 1) Terms & Conditions duly filled in and to be submitted along with Tech – Bid of offer otherwise your offer may not be evaluated.

BANK GUARANTEE FORMAT for EMD DEPOSIT

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

NO.

Dated:

TO

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

Dear Sirs,

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

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

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

3. This guarantee shall continue and hold good until it is released by you on the application by the contractor after expiry of the related warranty period of the said contract and after the contractor have discharged all their obligations under the said contract and produced a certificate of due completion of the work under the said contract and submitted a "NO Demand Certificate" provided always that this guarantee shall in no event remain in force after the date of----- without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding 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 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 contractor 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
