

**Heavy Engineering Corporation
Heavy Machine Building Plant
(A Govt of India Enterprises)
Ranchi- 834004 (INDIA)**

NIT

No. **HMB/PUR/2025/322555/EL**

Dated: 26.03.26

**Subject: Supply & commissioning service of 415V,50Hz, DCS880, DC Drive Module,
CAT NO- DCS880-S02-0200-05 , Make: ABB as per the technical specifications**
INSTRUCTION TO BIDDERS (ITB)

1. Tender Summary :

Scope of Work:	Supply & commissioning service of 415V,50Hz, DCS880, DC Drive Module,CAT NO- DCS880-S02-0200-05 , Make: ABB as per the technical specifications Note :a. Bids are invited only from manufacturers or dealers of ABB /distributors of ABB /channel partners of ABB . b. In case the bidder is not the manufacturer, a valid document of the ABB must be submitted along with the bid. c. Offers submitted without proper documentation of ABB dealers, distributors, or channel partners are liable to be rejected.
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2.0 Contents of tender documents:

1	Details description of Commercial Terms and Conditions of NIT	Annexure "A",
2	Check list of Commercial term & condition to be filled signed & stamped by bidder and scan copy of the same to be uploaded along with offer.	Annexure 'B'
3	Detail Technical specification	Annexure 'C'

NOTE: Reverse Auction shall be incorporated in this tender

Commercial terms and conditions:

1. **Payment Term:** 100% payment along with applicable GST shall be made **within 45 days for Micro & Small Enterprises (MSEs), 60 days for Medium Enterprises, and for non-MSME vendors**, from the date of **completion of commissioning of the received materials at HMBP Stores**, subject to acceptance of the materials and submission of the required documents listed below.
 - a. Tax Invoice – In triplicate
 - b. Test Certificates – In triplicate
 - c. Guarantee Certificate- In triplicate
 - d. Inspection Certificate /CRV- To be issued by HEC
2. **Delivery** – The delivery period shall be **within 8 weeks from the date of placement of the order**, and the **commissioning service work shall be completed within 2 weeks from the date of supply of the items**.
3. **LD Clause** - The purchaser to recover from the contractor a sum of 0.5 % per week (completed week) of the price of the stores(up to maximum 10 %) as liquidated damages, which the contractor has failed to deliver as aforesaid or,
The purchaser may procure the undelivered stores / similar items from elsewhere, without notice to the contractor at the risk of the contractor without canceling the contract in respect of the consignment not yet due for delivery or, to cancel the contract or a portion thereof.
4. **Guarantee** – 12 months from the date of Performance and Guarantee Test or 18 months from the date of receipt of last consignment at site store whichever is earlier.
5. **Security Deposit & Performance bank Guarantee (PBG)**- As per Gem Bid term & condition
6. **Risk Purchase Clause:** The time for and the date of delivery of the Stores stipulated in the acceptance of tender shall be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein. Otherwise, The purchaser may procure the undelivered stores / similar items from elsewhere, without notice to the contractor at the risk of the contractor without canceling the contract in respect of the consignment not yet due for delivery, or May cancel the contract or a portion thereof, and if so desired, to purchase or authorize the purchase of stores not so delivered or others of as similar description at the risk and cost of the contractor.
7. **Inspection:-** Material shall be inspected by In-charge/QCA/HMBP or his representative(s) at Main Store/HMBP after receipt of material. Before inspection , supplier will submit inspection call with submitting test certificate & Guarantee certificate However, HEC reserves the right to inspect the material at HMBP Store and if it is not match the specification, the material shall be rejected and firm have to replace it at no extra cost.
8. **RESOLUTION OF DISPUTE(s) by ARBITRATION:** The parties to the contract at the first instance shall endeavor to settle by mutual discussion all the questions of disputes all differences arising out of , or relating thereto, all in connection with this contract In the event of failure of settlement , the aggrieved party with prior written permission of other party , shall refer the unresolved dispute(s) or differences(s) to the chairman-cum-managing director of the company(HEC) for adjudication by a sole arbitrator to be appointed with mutual consent by him (CMD of the company) who(sole arbitrator) shall adjudicate the matter in accordance with the arbitration and conciliation act ,1996(For short “ACT”) and publish the award. The party shall

have no objection if the sole arbitrator so appointed is an Ex- Employee of HEC, superannuated almost three years ago from the date of reference .If the sole arbitrator for any reason , whatsoever , becomes unable to proceed with the arbitration , the chairman-CUM-Managing Director of the company , with mutual consent of both the parties, shall appoint his successor arbitrator who may proceed with the reference from the stage it was left by the predecessor or subject to the provisions of the Act . The venue of the arbitration proceeding shall be at Ranchi in the State of Jharkhand alone.

The other provisions of arbitration & Conciliation act , 1996 , (As amended from time to time) especially as per the provisions of schedule V and schedule VII and sections 6 , 11(2), 12(5) should be considered during the appointment of sole arbitrator.

9. **General conditions of the contract:** Unless otherwise specified in the Terms & Conditions above, this order shall be governed by General conditions of contract of purchase of HEC Ltd, which is available in the web site of HEC.(www.hecltd.com).
10. **Law Governing contract-** (1)This contract shall be governed by the laws of India for the being in force. (2)Irrespective of the place of delivery, the place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued. (3)Jurisdiction of Courts: For any or all types of disputes arising out of the contract, the exclusive jurisdiction of the court (s) shall be Ranchi in the State of Jharkhand alone. (4)Marking of Stores: The marking of the stores must comply with the requirements of the laws relating to Merchandise Marks for the time being in force in India.
11. **Genuineness of documents** – Firm shall be responsible for the genuineness of all the submitted documents/certificates and if any time these are found false/fabricated then firm shall be liable for punishment as per rules of the company and can be debarred from any further participation in any tender in HEC.
12. Dispatch materials to **consignee address(As per Gem Portal)** and however the required documents as per payment term provided the address of MM Dept (EL) , HMBP, HEC LTD , Ranchi-834004, Jharkhand :
13. **OTHER TERMS & CONDITIONS**
Other terms & conditions which are not mentioned above shall be as per General conditions of contract of the corporation which can be downloaded from our website www.hecltd.com.

Annexure B

(To be filled by bidder and scan copy of the same to be uploaded along with Techno-Commercial bid)

Sl. No.	Contents	Desired by HEC	Bidders Confirmation
1	Price Term	Price to be quoted on FOR HMBP stores Ranchi basis	
2	Packing and Fwd.	Inclusive	
3	GST Component (inclusive with Price)	To be indicated in % , HSN no of material and GSTN of firm	
4	Payment Terms	As per point No-1 of Annexure-A of Commercial term Note:Any deviation is not allowed and deviations of Payment term as per our guide line .	
5	Delivery Schedule	As per point No-2 of Annexure-A of Commercial term	
6	EMD fee as per GEM bid term & condition	Indicate	
7	L/D Clause	As per point No-3 of Annexure-A of Commercial term	
8	Guarantee	To be provided as per point No-4of Annexure-A of Commercial term	
9	Security Deposit & Performance bank Guarantee (PBG)	To be submitted as per GEM bid term & condition	
10	UAM (Udyog Aadhar No) No if registered under MSME	To be mentioned by bidder if applicable	
11	Acceptance of Risk Purchase clause(as per point No 6 of Annexure-A of Commercial term)	To be accepted	
12	Inspection	As per point No-7 of Annexure-A of Commercial term	
13	General Condition of contract (Clause no. 9 of Commercial terms& Condition)	To be accepted	
14	Please indicate whether your firm is covered under MSEs/MSEs owned SC/ST or covered under SSI or Women separately in Tech. Bid.		

TECHNICAL SPECIFICATION SHEET

Sr.No	Material Code	Description of Stores with detailed specification	Qty in No	End Use of Item
1	5536261716	415V,50Hz, DCS880, DC Drive Module, CAT NO- DCS880-S02-0200-05 Make: ABB	3	Spares for ABB DC Drives installed in Machine Tools/HMBP Plant
2		Commissioning Service	03	

Note :a. Offers of only Manufacturers(ABB) /Authorized dealers of ABB /distributors of ABB /channel partner of ABB shall only be considered. The make of items will be as ABB only

b. In case the bidder is not the manufacturer, a valid document of the ABB must be submitted along with the bid. Offers submitted without proper documentation of ABB dealers, distributors, or channel partners are liable to be rejected.