

HEAVY ENGINEERING CORPORATION LIMITED
FOUNDRY FORGE PLANT
M M DIVISION

Expression of Interest for Manufacture & Supply of Heavy Castings & Forgings
in various material grades meeting to the specific requirements.

Open Tender No. HEC/FFP/MM/2020-21/001/C&F/439

Date: 25.03.2021

Subject: Expression of Interest is invited from the competent and proven Manufacturers of Casting or Forgings capable of Manufacturing and Supplying Casting or Forgings in various material grades as per specific requirements (Empanelment will be in different weight category)

HEC, a fully owned Govt. of India Enterprise, established in Ranchi is the largest integrated engineering complex in the country with excellent Design, Engineering & Manufacturing base and is engaged in the Manufacture & supply of Capital equipment and spares, Heavy Machine Tools, Heavy Castings & Forgings and execution of Projects on turnkey basis for the core sector Industries and other industries of strategic importance.

Foundry Forge Plant of HEC was set up in collaboration with the erstwhile CSSR (M/s SKODA of CZECHOSLOVAKIA) and manufacturers Heavy Castings & Forgings for DEFENCE, RAILWAYS, STEEL, COAL, and POWER. The Plant also manufactures Rolls for Hot & Cold Rolling Mills for Steel Plants.

HEC invites "Expression of Interest" from competent and proven manufacturers registered with statutory authorities and having state of the art manufacturing facility capable of Manufacturing and Supplying Heavy Castings mentioning the minimum weight of castings and forgings in various material grades as per specific requirements.

A panel of firms is intended to be drawn which will be valid for a terms of three years and extendable on mutually agreed basis for another terms of three years. Final selection of manufacturer will be done on case to case basis through Open Tender Enquiry/ Open Tender Enquiry to be issued to all the firms in the panel. After empanelment, all the manufacturers in panel have to execute mandatorily Non Disclosure Agreement (NDA). Order to the L1 firm (finalized through OTE) shall be awarded in line with NIT terms & conditions for the scope of manufacturing work to be off-loaded by HEC including all other Commercial Terms & Conditions contained in the specific NIT.

Manufacturers capable of handling the aforesaid assignment and meeting the Pre-qualification requirements **(Annexure-I & II)** may submit their offer along with their credentials, relevant past experiences manufacturing capabilities, audited financial results of last three years, present work commitments. Integrity Pact (As per Annexure-III) etc, over the following address and adhering to the schedule as under:-

Tender notification Date	: 25.03.2021	
Last Date of Submission of Tender	: 10.04.2021	upto 1.00 pm
Tender Opening Date	: 10.04.2021	at 3.00 pm.

The Tender must be submitted through e-tendering mode only in website <http://www.etenders.gov.in>

Contact Persons

1. H.L. Baitha

DGM I/c (MM)/FFP
FFP, HEC Limited,
Plant Plaza Road,
Dhurwa, Ranchi-834004
E-mail: hlbaitha@hecltd.com

2. V.B. Joshi

Sr.Manager I/c (PPC)/FFP
FFP, HEC Limited,
Plant Plaza Road,
Dhurwa, Ranchi-834004
E-mail: vbjoshi@hecltd.com

Submission of proposals

The interested firms after their site inspection/survey have to submit EOI along with the budgetary offer with respect to scope of work and Capacity

Proposals are to be submitted as per Annexure – I & II with following details: -

- About the Firm/Agency (Name, Address of Registered Office, Registration / Accreditation, Constitution of Firm/Agency, Nos. of years in manufacturing heavy casting & Forgings, Organisation Structure etc.)
- Key Persons / Professionals with their details.
- Reference List / Credentials for Heavy Castings or Forgings- Present customers and maximum value of orders supplied
- Likely duration of manufacturing and supplying.
- Contact Persons, Phone Nos., email-id and other details.
- All pages of the document/proposal should be initialled and stamped by the authorized representative of the Firm / Organisation.
- The assigned authorized representative who has signed the document/ proposal shall submit a Certificate of Authority.

(Rajiv Kumar Ranjan)
Manager (Purchase)/FFP
Mobile No.6201565011

Sl.No.	Area	Pre-Qualification Requirements.
1.0	The bidder should fulfil the following eligibility criteria.	
1.1	General	<p>Documentary evidence such as attested copy of Purchase Order for manufacture and supply of Castings / Forgings and also completion certificates / performance certificates and other documentary evidence such as inspection reports and invoices so generated for the same.</p> <p>The bidders shall submit the Audited financial reports for last three (03) consecutive financial years in support of their meeting financial requirements stipulated below area wise. The bidders shall submit a certificate from a chartered accountant (with UDIN no.), showing turnover for the last three consecutive financial years, in support of their financial strength.</p> <p>Minimum average annual turnover of Rs. 3 Crore during the last 3 financial years ending 31.03.2020</p>
1.2	As per scope of work at Annexure-II	<p>[A] Eligibility criteria (Work Experience)</p> <p>The Intending tenderer must have state of the art Manufacturing facility capable of Manufacturing and Supplying Heavy Castings or forgings in various material grades and capacity(Annexure II weight wise category) as per specific requirements.</p> <p>The tenderer will have to furnish purchase orders issued by reputed clients for manufacture and supply of Castings/ Forgings as under:-</p> <p>Three Purchase Orders each costing not less than the amount equal to Rs.1.00 Crore. Or Two Purchase Orders each costing not less than the amount equal to Rs.2.00 Crores. Or One Purchase Order costing not less than the amount equal to Rs.3.00 Crores.</p> <p>Note: All the figures as shown are exclusive of GST.</p> <p>[B] Financial eligibility criteria The bidder must have minimum average financial turnover of Rs.3.00 Crores during the last Three financial years ending 31.03.2020</p>

		<p>[C] Working capital</p> <p>The bidder must have minimum working capital of Rs.2.00 Crores. As a documentary evidence for the same the bidder has to enclosure Solvency Certificate issued by their banker after publication of this EOI as well as certificate issued by Chartered Accountant (with valid UDIN no.)</p>
2.0	<p>The bidders are required to submit their EOI in 3 copies (1 original + 2 copies)</p> <p>The bidder shall submit their offer in sealed envelope super scribing on the top of cover the tender enquiry no. & date and tender opening date.</p> <p>The offers must be complete with all the relevant techno-commercial documents including copies of Audited Financial Reports, Profit & Loss Accounts, Balance Sheets, Manufacturing capabilities, Experience certificates with order copies, PAN Card, GST Registration Certificate, Company registration with statutory authorities, Organization Chart with List of skilled / unskilled manpower available.</p> <p>Note: The bidders may submit the CA Certified Audited Balance Sheet and Profit & Loss Statement for FY 2019-20 in case their final annual reports are not audited keeping in view of the ongoing COVID-19 Pandemic.</p>	
3.0	<p>Integrity Pact Programme:-</p> <p>HEC is committed to have most ethical business dealing with the Vendors, Bidders and Contractors of goods and services and deal with them in a transparent manner with Equity and Fairness.</p> <p>All the bidders/ contractors are required to sign the “Integrity Pact” during the Submission of their EOI. (Format attached as Annex-III)</p>	
4.0	<p>Signature of the Offer</p> <p>The offer must contain the name and place of business of the person or persons making the offer and each page of the EOI must be signed and sealed by the bidder with his signature. The name of all persons signing should be typed or printed below the signature. Memorandum and Article of Association of the company should be enclosed with the EOI.</p> <p>Satisfactory evidence of authority of the person signing on behalf of the bidder shall be furnished with the EOI. Power of Attorney in the name of the signatory has to be submitted alongwith the EOI.</p> <p>Duly signed and sealed copy of this tender document has to be submitted alongwith the EOI.</p>	
5.0	<p>Other terms & conditions:-</p> <p>Notwithstanding anything stated above, HEC reserves the right to verify all statements / information submitted to confirm the bidder’s claim on experience and to assess the Bidder’s Manufacturing capability and capacity, should the circumstances warrant such an assessment in the overall interest of the organization.</p> <p>HEC reserves the right to reject any or all EOIs or cancel / withdraw this tender notice without assigning any reason whatsoever and in such case no</p>	

bidder / intending bidder shall have any claim arising out of such action.

The bidder shall provide satisfactory evidence that they have Adequate Manufacturing capability and capacity to execute the work order expeditiously within the time period specified.

The bidder shall furnish the following details also, alongwith his offer documents:-

Purchase Orders in hand/ pending jobs and their status along with value.

Major legal cases.

Recent Projects executed and their value.

The EOI submitted without the proper documentary evidence to substantiate fulfilment of the qualifying requirements as specified are liable for rejection without assigning any reason.

Open Tender Enquiry shall be issued to all the firms who qualify to be empanelled with HEC on case to case basis. The order shall be placed on case to case basis and back to back arrangement. The finally selected bidder has to abide by the terms and conditions as stipulated in the Open Tender Enquiry which will be floated by HEC incorporating the actual terms and conditions of the specific Purchase order / Work Order of the Client. The Open Tender Enquiry shall be issued with a short term notice and the empanelled firms will be required to submit their offer promptly.

Other terms and conditions as per HEC's GCC.

Major Technical Requirements shall be as under:

- A.** Empanelment will be in different weight category as under:
- i. Less Than 5 Ton
 - ii. 5 Ton to 20 Ton
 - iii. 20 Ton to 50 Ton
 - iv. Greater than 50 Ton and above
- B.** Melting Facility-
1. Melting Furnaces (EAF/LF/Induction) capacity & type, process time, Refractory Lining
 2. Degassing Furnaces like VAD, VD, capacity in MT and size
 3. Sand dryer oven capacity and speed
 4. Furnace oven capacity and size
 5. Sand types
 6. Casting size and volume (Max. & Min.)
 7. Crane capacity (Max. & Min)
 8. Lab (Moulding Testing)
 9. Production capacity per day (in Ton)
- C.** Forging Facility-
1. Press/Hammer – capacity in Ton
 - Daylight
 - Max. Weight of Ingot
 2. Reheating Furnaces - capacity in MT
 - Volume (LxBxH)
 3. Heat Treatment Facility – Type, Volume and max. Temperature of Furnace
 4. Quenching Facility – size of tank and medium of quenching (Oil/water)
 5. Material Handling Facility – cranes capacity for forging and heat treatment
- N.B:**
1. Major/critical Machines/Equipments/Facilities installed in your unit and year of commissioning
 2. Minimum and Maximum weight of castings/forgings being manufactured in your plant/unit.
 3. Testing Facility
 4. SKILLED MANPOWER DETAILS TO BE FURNISHED BY THE BIDDER

Details of IEM (Independent External Monitors)

- (1) Shri Hem Kumar Pande, IAS (Redt.)
A-80Z, Gulistan Residency, Pocket 1B,
Sector-13, Dwarka, New Delhi-110078
Mo:7011195932
E-mail: hempande@nic.in

- (2) Shri Debi Prasad De, (ITS Retd.)
32, Sanchar Vihar, C-58/4, Sector-62,
Noida-201309 (U.P.)
Mo: 9868215434, 9013134348

INTEGRITY PACT

Between

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

And

===== hereinafter referred to as “**The Tenderer/ Contactor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for =====The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Tenderer(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Indian Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Tenderer(s) with equity and reason.
The Principal will in particular, before and during the tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential / additional information through which the Tenderer(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Tenderer(s)/ contractor(s)

- (1) The Tenderer(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Tenderer(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Tenderer(s)/ Contractor(s) will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Tenderer(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Tenderer(s)/ Supplier(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Tenderer(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Tenderer(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Contractor"s shall be disclosed by the *Tenderer(s)/ Contractor(s)*. Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **Copy of "Guidelines of Indian Agents of Foreign Supplier's attached as Annexure-A**
 - e. The Tenderer(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Tenderer(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Tenderer(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Tenderer(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Tenderer(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Tenderer declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Tenderers / Contractors / Sub Contractors

- (1) The Tenderer(s)/ Contractor(s) undertake(s) to demand from all sub suppliers a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Tenderers, Contractors and Sub Contractors.
- (3) The Principal will disqualify from the tender process all tenderers who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Indian Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, HEC.
- (3) The Tenderer(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor . The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub suppliers. The Monitor is under contractual obligation to treat the information and documents of the Tenderer(s)/ Contractor(s)/ Sub Contractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, HEC within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to /provided to Independent Directors on the HEC Board.
- (8) If the Monitor has reported to the Chairman HEC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman HEC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Tenderers 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of HEC.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ranchi in the state of Jharkhand in India.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)

(For & On behalf of Tenderer/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with ~~SAH~~HECL Plants/Units shall apply for registration in the prescribed Application - Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by ~~SAH~~HECL Plants/Units.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by ~~SAH~~ in Indian Rupees only. ~~HECL~~
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.



- 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by ~~SAIL~~ ^{HELL} in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
- 2.3 in either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by ~~SAIL~~ ^{HELL}. Besides this there would be a penalty of banning business dealings with ~~SAIL~~ or damage or payment of a named sum.

HELL
