

 एच॰ई॰सी॰ ISO 9001:2015	<p style="text-align: center;">HEAVY MACHINE TOOLS PLANT HEAVY ENGINEERING CORPORATION LIMITED (A Govt. of India Enterprise) Ranchi – 834 004 (INDIA)</p>
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E-mail : purhmtp@hecltd.com
Web : www.gem.gov.in,
www.hecltd.com

OPEN TENDER

Sub : E-tendering with E-price bids for Supply of Cable Drag Chain.

Open Tenders are invited on line through website. Tenders are to be submitted strictly as per guidelines furnished in the website of **www.GeM.gov.in** here under:

INSTRUCTION TO BIDDERS (ITB)

1.0 Tender Summary :

Tender Ref No.	As per GeM Bid No.	
Item details	Cable Drag Chain	
Cost of EMD (MSME/SSI/NSIC for exemption)	Rs. 5,000/=	
Mode of Tender	Through GeM	
Type of tender	Two Bid System	
Last date and time for on-line submission of tender	As per GeM Bid	As per GeM Bid
Due date and time for on line opening of tender Part 1 only	As Per GeM Bid	As Per GeM Bid
(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 requested to submit their most competitive offer through **www.GeM.gov.in**. Offer submitted through offline mode will not be considered. For more information please visit website www.GeM.gov.in.*

Bidders are required to upload the bid along with all supporting documents including priced part only on www.GeM.gov.in 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 GeM Portal.

2.0 Contents of tender documents :

1	Techno-Commercial Terms and Conditions of NIT (Part 1)	Annexure “A” & Annexure ‘B’ (Submitted with duly Signature and Stamped)
2.	Price Bid (Part 2)	To be Submitted in GeM portal

3.0 Requirements for Vendors:

- A) P.C. connected with internet.
- B) Registration with Service provider portal www.GeM.gov.in
- C) **In case of any clarification please contact toll free no available at the site of www.GeM.gov.in.**

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

5.0 Help for participating in GeM Portal:

The detailed method for participating in the GeM Portal are available in the website <https://www.hecltd.com>, www.GeM.gov.in. The bidders have to Log on to official website and then click on the specified links to start participating in the GeM portal.

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 www.GeM.gov.in

6.0 The offer should be submitted (uploaded) strictly as per the terms and conditions and Procedures laid down in the website www.GeM.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.)

09.0 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 is to be scanned and uploaded in our portal consisting technical details.

The commercial terms and conditions (as per Annexure B). The format shall be downloaded and the same file duly filled by the bidder is to be uploaded while submitting the offer.

- b) Price-Bid (Part 2): To be uploaded in suitable location in GeM portal against the tender.
(No price bid to be uploaded in Techno-commercial bid (Part 1), or else offer shall be liable to be rejected.

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

12.0 Bid Opening Process is as below:-

Tender opening date will be as per given dates. If any clarification is needed from the bidder about the deficiency in his uploaded documents, he will be asked to provide it through Short fall documents folder in www.GeM.gov.in. The bidder shall upload the requisite clarification / documents within time specified by HEC, failing which tender will be liable for rejection.

- 13.0 **Disclaimer Clause:-** The Company (Heavy Engineering Corporation Ltd.) nor the service provider (www.GeM.gov.in) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

Annexure A

SCOPE OF SUPPLY:-

Sl	Drawing no./ Material Code	Description	MAKE
1	DRG.NO. 210/K1015-31	CABLE DRAG CHAIN, DRG.NO. 210/K1015-31	AS PER DRAWING

Note : For any clarification including drawing etc. please give an email on purhmt@hecltd.com or give a call on Mob : 9934333442

Commercial terms and conditions:

- Offers to be submitted on FOR HMTF Stores basis. The rate quoted shall be inclusive of all packing & forwarding, freight and transit insurance charges.
- The rates quoted must be firm and the offers made must remain open for acceptance for three months from the date of opening of the tender.
- Delivery** – Within 60 days from the date of order placement through GeM.
- Payment Term:** 100% payment with 100% GST through RTGS/Cheque will be made within 60 days of the receipt of supplies at destination duly inspected, against submission of **PBG of 5% order value valid till 2 months after the guarantee period.**

“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 on 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)”.
- Delivery Time/Period:** The time for and the date of delivery of the Stores stipulated in the acceptance of tender shall be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein.

Otherwise:

- i) **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,
 - ii) 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,
 - iii) to cancel the contract or a portion thereof.
6. **Performance bank guarantee (BG format Annexure C) – The successful bidder has to submit the performance bank guarantee of 5% of order value valid till 2 months after the guarantee period (in case order placed on the firm).**
7. **Guarantee – The stores supplied shall be guaranteed for a period of 12 months from commissioning or 18 months from date of supply whichever is earlier.**
8. **Inspection Clause:** - Material shall be inspected at firm's works by I/c IQC or his representative. However, HEC reserve the right to inspect the material after receipt of material at HMTP Stores and if it found NOT CONFORMING to our specification at any stage, then the material shall be rejected and firm have to replace it at no extra cost.
Supplies will be subject to Inspection by our Inspection wing / or inspection Agencies prescribed by us.
9. **Risk Purchase Clause:** – If the material is not supplied within the stipulated period then material can be procured at the risk & cost of the firm without giving any notice to the firm.
10. Full particulars i.e. specification, literature and / or drawing wherever applicable has to be submitted along with the quotation. The '**Brand**' and '**Make**' name must be indicated.
11. Order placed as a result of this tender will be subject to the Corporation's **General Terms and Conditions of contract and GeM GTC (available at www.hecltd.com and gem.gov.in respectively).**
12. The final quantity may vary at the time of finalization of tender, however the proper clarification / confirmation shall be taken from the firms.
13. The Corporation does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of tender or portion of the quantity offered and you shall supply the same at the rate quoted.
14. Corporation reserves the right to call for and examine at any time the books of accounts and other documents and papers of the firm for the purpose of ascertaining whether any excess payments has been made or the firm likely to be received / received undue benefit out of execution of the particular contract.
15. Tenderers registered with National Small Industries Corporation/ Small Scale Industries/ Micro, Small scale Industry (MSE) or DGS&D for the tendered item will be exempted from submission of EMD. The tenderer should enclose an authenticated copy / notarized copy of their valid registration certificate with NSIC, DGS&D for grant of exemption.
In case Bidder is covered under MSME criteria, it is mandatory to quote UAM no in Bid Documents.
HEC is registered on TReDS governed by RBI Guidelines and our registration no is HE0000320.
All MSME firms are advised to registered on RXIL (Receivable exchange of India-Mumbai).
16. There is no obligation on our part to accept delayed / late tenders. Tenders received after the due date

of opening are liable to be summarily rejected.

17. **GOVERNMENT OF INDIA NOT A PARTY TO THE AGREEMENT**

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.

18. **Arbitration Clause:-**

The parties to this contract at the first instance shall Endeavour 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.

19. **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)

Special .Note:

While submitting tender pl. mention your Registration No. with HEC as a registered vendor with valid paper.

If not pl. get registered your firm with HEC Limited immediately.

Please indicate whether your firm covered under MSEs/MSES owned SC/ST or covered under SSI separately in Techno-commercial bid.

Please submit the form of Terms & Conditions duly filled in and signed by the tenderer along with your offer in technical bid.

NOTE :-

1. Please indicate whether your firm is covered under MSEs/MSES owned SC/ST or covered under SSI separately in Tech. Bid.

2. Terms & Conditions duly filled in and to be submitted along with Tech – Bid of offer otherwise your offer may not be evaluated.

Annexure B

Terms & Conditions:

SI No		HMTP/HEC Requirement	Bidders confirmation
1	Price Terms (F.O.R. HMTP) Inclusive of P & F charges, Freight and Insurance charges upto HMTP Stores Ranchi	FOR HMTP Stores	
2	GST	To be quoted separately indicating HSN no of material and GSTN of firm	
3	Payment Terms	100% payment with 100% GST through RTGS/Cheque will be made within 60 days of the receipt of supplies at destination duly inspected, against submission of PBG of 5% order value valid till 2 months after the guarantee period	
4	Validity of offer	3 months.	
5	Price variation clause	Not applicable	
6	Delivery Schedule	60 days from PO date.	
7	L D Clause	To be accepted	
8	Inspection	To be accepted	
9	Test Certificate and Guarantee Certificate	To be provided by manufacturer.	
10	Guarantee	12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.	
11	EMD	Rs. 5,000/=	
12	PBG (Format of PBG – Annexure C)	5 % of order value valid till 2 months after guarantee period (20 Months)	
13	UDYAM CERTIFICATE if registered under MSME	To be mentioned by bidder if applicable	
14	Acceptance of Risk Purchase clause	To be accepted	
15	GeM General terms and Conditions	To be accepted (as per website www.gem.gov.in)	
16	General conditions of the contract	To be accepted (as per website www.hecltd.com)	
17	Other Terms and Condition of NIT	To be accepted	

(S Chowdhury)
DGM I/C-MM
Heavy Machine Tools Plant
Heavy Engineering Corporation Limited

Annexure- C

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.

Heavy Machine Building Plant

Ranchi-834004 Jharkhand

In consideration of your having placed an order bearing Purchase Order No.-----dated:----- with-----

----- (hereinafter referred to as Supplier) for the supply of-----

----- (hereinafter referred to as the-----

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

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

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

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 there under.Dated at ----- day of ----- Seal of the Bank

Supply Pre Qualifying Criteria.

Bidder's Scope :

- i) The Bidder/Supplier/Party should be either OEM or their valid authorised Industrial channel Partner/Manufacturer/Ancillary/Dealer towards either exclusively for this tender or open to all tenders for which valid documents is to be produced at the time of submission of offer.
- ii) The Bidder/Supplier/Party shall furnish the detail catalogue of the product for which technical specification is required.
- iii) The Bidder/Supplier/Party should submit the similar product supply proof either supplied to Government, CPSE's, State PSU or any other reputed firm/agencies in the last three years.
- iv) At the time of delivery of material the successful bidder should submit 03 sets of drawing as well as instruction manual.
- v) Pre-dispatch inspection call to be provided. In case of pre-dispatch Inspection waiver the same has to be carried out at the destination jointly within one week from receipt of material.
- vi) At the time of delivery of consignment the bidder should submit the OEM product test certificate OR Govt. approved Laboratory Test Certificate.
- vii) The bidder/supplier/party should have valid MSME/SSI/NSIC as applicable .
- viii) The bidder/supplier/party should have valid registration of GST or any other valid statutory document.
- ix) The bidder/supplier/party can submit the offer item wise.
- x) The Organization reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified bidder/supplier/party to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
- xi) After awarding LOI/PO , within a week time , the respective drawing has to be provided to the organization for checking/correction/vetting & subsequent approval as applicable .
- xii) The bidder/supplier/party not to disclose drawings to any other agency without prior approval from the concerned department/authority.
- xiii) The organization shall never compromise with the quality and for which genuineness of material certificate shall be produced (ie. raw material test certificate and its source) etc as applicable .
- xiv) No deviation is permissible without prior approval.
- xv) The bid submitted shall become invalid if :
 - 1) The bidder/supplier/party is found ineligible.
 - 2) The bidder/supplier/party does not deposit original EMD to the office of I/C-(MM).
 - 3) The bidder/supplier/party does not attach/upload/enclose all the documents **(including GST registration)** as stipulated in the bid document **including the scan copy of the EMD .**
 - 4) The copy of above documents (Sl.No. (i) to (xv) of PQC) and the duly signed Pre-Qualification document along with earnest money deposit receipt shall not be uploaded.
- xvi) Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- xvii) List of Documents to be scanned and uploaded within the period of bid submission:
 - 1) Demand Draft/Bank Guarantee of any scheduled Bank against EMD (All drawn in favour of the Heavy Engineering Corporation Ltd., Ranchi).
 - 2) Photocopy/scan copy of original EMD /MSME certificate of valid class & category has to be submitted in hard copy. (EMD exemption is allowed for the MSME registered firms (as on last date of submission of bid) having valid registration of the required class of work.
 - 3) Certificate of Registration of GST/TDS and any other statutory documents.
 - 4) Any other document as required during analysis of tender about the short comings.