

**TENDER DOCUMENT**

**FOR**

**Liquidation of commissioning defects in crane package 29A and 29A2 at Bhilai Steel Plant, Bhilai, on turnkey basis.**



**AN ISO 9000 COMPANY**

**TENDER NO: HMBP/CED/BSP/MISC(O)/2024-05 Date 16.12.2024**

**HEAVY ENGINEERING CORPORATION LIMITED**

**CRANE EXECUTION DIVISION**

**(A Government of India Enterprise)  
RANCHI – 834 004**

## NOTICE INVITING TENDER (NIT)

**Sub: Tender Enquiry (E-Tender) with E- price bids for Liquidation of commissioning defects in crane package 29A and 29A2 (other than Emergency Disc Brake System) of Bhilai Steel Plant, Bhilai, on turnkey basis.**

*This tender has detailed as below, please read carefully the tender document before uploading the offer through e-tender mode. In case, any clarification is required, it should be mailed to [soumyaranjan@hecltd.com](mailto:soumyaranjan@hecltd.com).*

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**Note:**

- i. Any corrigendum in the E-Tender Enquiry shall be notified at [www.etenders.gov.in](http://www.etenders.gov.in) only.
- ii. **Offer along with all documents have to be submitted only online** at E-tender Portal: [www.etenders.gov.in](http://www.etenders.gov.in). Offers submitted in Hard copy shall not be considered, however Earnest Money Deposit (Original Demand Draft/bank Guarantee in favour of Heavy Engineering Corporation, “Payable at Ranchi from any nationalized bank) may be submitted to us in hard copy separately so as it reaches to us before due date of opening of Tender.
- iii. Scan copy of EMD to be uploaded in part-1 of offer i.e. with techno-commercial bid



## **INVITATION FOR BID**

Heavy Engineering Corporation Limited, Ranchi invites online bids for the work of Liquidation of commissioning defects in crane package 29A and 29A2 (other than Emergency Disc Brake System) of Bhilai Steel Plant, Bhilai, on turnkey basis.

### **Contact person: -**

1. Sri P K Mohan, Sr. DGM(I/c) CED.  
E-mail – [pkmohan@hecltd.com](mailto:pkmohan@hecltd.com), Contact No. 7547889184
2. Soumya Ranjan Das, Manager/CED.  
E-mail – [soumyaranjan@hecltd.com](mailto:soumyaranjan@hecltd.com), Contact No. 9692050500

### **Address:**

Crane Execution Division,  
HMBP Adm Building,  
Heavy Engineering Corporation Ltd.,  
Plant Plaza Road, Dhurwa,  
Ranchi – 834 004 (Jharkhand)

### **online offers are to be submitted in two parts i.e.**

**Part A – Techno commercial bid (Not containing or indication of any price at all).**

**Part B- Price Bid (without any terms and conditions).**

**Part -A (Techno commercial bid)**– The bids are to be scanned and uploaded in CPP Portal as per technical details annexures & Commercial terms & conditions. The format as per Annexures to be downloaded and the same to be duly filled by the bidder and to be uploaded while submitting the offer. **No price part is to be uploaded in this part.** However **unpriced BOQ** must be uploaded along with techno-commercial bid.

**Part B – (Price Bid)**- This part of the offer should contain price portion. The format of PriceBid/BOQ in excel format has to 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-format/BOQ which is incomplete and not submitted as per the instructions given will be liable for rejection.

### **EMD amount:**

Bid Security/ Earnest Money Deposit – Rs. 3,00,000/- (Rupees Three Lakhs) payable by DD/EMD in favor of “**Heavy Engineering Corporation Ltd**” Payable at “**State Bank of India, Hatia**” (To be submitted in form of DD/BG from any nationalized bank (as per annexure- E)” to the undersigned through courier/By Hand).

### **Cost of tender paper:**

NIL

### **Important Dates**

Last date of submission of tender: ---As per Portal

Tender Opening date: --- As per portal.

**Information for Bidder**

A.	TENDER NO.	HMBP/CED/BSP/MISC(O)/2024-05 Date 16.12.2024
B.	DESCRIPTION	Liquidation of commissioning defects in crane package 29A and 29A2 at Bhilai Steel Plant, Bhilai, on turnkey basis as per Technical Specification and Bidding Document- enclosed herewith.
C.	COST OF BIDDING DOCUMENT.	NIL
D.	DOWNLOAD OF TENDER DOCUMENTS	Start : As per Portal Close : As per portal
E.	PRE-BID MEETING	Bidders shall require to seek clarifications over e-mail at least two (02) days before scheduled TOD.
F.	TENDER SUBMISISON	AS per Portal
G.	PLACE OF SUBMISSION OF BID	Crane Execution Division, HMBP Adm Building, Heavy Engineering Corporation Ltd., Plant Plaza Road, Dhurwa, Ranchi – 834 004 (Jharkhand)
H.	OPENING OF TENDER	As per Portal
I.	BID SECURITY DEPOSIT / EMD	Rs. 3,00,000/- (Rupees Three Lakhs) payable by DD/EMD in favor of “ <b>Heavy Engineering Corporation Ltd</b> ” Payable at “ <b>State Bank of India, Hatia</b> ” (To be submitted in form of DD/BG from any nationalized bank (as per annexure- E)” to the undersigned through courier/By Hand).  Micro & Small Enterprises (MSEs) / PSUs / Govt. Undertakings and Co-operative Societies / Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) etc., may be exempted from submission of EMD as per extant Government policy.  For MSEs, the exemption will be extended on the basis of;  (i) Self-certified copy of Udyam Registration Certificate, (ii) The concerned MSE is registered in MSME databank (iii) MSE is registered for given scope of job/ procurement.  SSI / NSIC certificate holders are also exempted from submitting EMD
J.	TIME FOR COMPLETION	Four (4) months from Effective date of Contract/Order
K.	VALIDITY OF BID	60 days.
L.	CONSORTIUM BIDDING	NOT ALLOWED

*Bidders are requested to submit their most competitive offer through e-procurement mode only. Offer submitted through offline mode will not be considered. For more information, please visit our website <https://etenders.gov.in/eprocure/app>.*

Prospective Tenderers are advised to get registered themselves only on at NIC tender portal i.e. <https://etenders.gov.in/eprocure/app>, obtain 'User ID' & 'Password' and go through the 'Self Help files' available in the Home Page after log in to the portal <http://etenders.gov.in>. They should also obtain Class III Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. A detailed instruction for online bid submission is mentioned below. No registration fee would be charged from the bidders.

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:

1. 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. For detailed guidance for online bid submission, please refer annexure-G

**Contents of tender documents:**

1	Technical specification & Commercial Terms and Conditions of NIT	Annexure "K" & 'A' respectively
2	Template for Price format/BOQ for online submission by the bidder	BOQ.xls

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

**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://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 website i.e., <https://www.hecltd.com> or <http://www.etenders.gov.in>

1. The offer should be submitted (uploaded) strictly as per the terms and conditions and Procedures laid down in the website <https://etenders.nic.in> tender document failing which the offer is liable for rejection.
2. Bidders should download the complete NIT including the Annexure and read carefully before filling the details and uploading the documents.
3. The bidder must upload all the documents required as per the terms of NIT.
4. It may please be noted that E-tendering or e-procurement fall under the purview of the Information Technology Act 2000 and Information Technology (Amendment) Act 2008 and other relevant acts and subsequent amendments if any).
5. There will be no physical sale of the tender documents.
6. **PREPARATION OF TENDER DOCUMENTS:**

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

- a) **Part-A -Techno-commercial offer**– The bids are to be scanned and uploaded in CPP Portal as per technical details of annexure-H & Commercial terms & conditions as per annexure-A along with filled in annexure-B (Checklist of commercial terms & Conditions). The format as per Annexure-B to be downloaded and the same to be duly filled by the bidder and to be uploaded while submitting the offer. **No price part is to be uploaded in this part.** However **unpriced BOQ** must be uploaded along with techno-commercial bid.
- b) **Part-B- Price-format/BOQ** - This part of the offer should contain price portion. The format of PriceBid/BOQ in excel format has to 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-format/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.

## **1.1 INTRODUCTION**

HEC had supplied cranes of various capacity to BSP, Bhilai under Package 29A and 29A2. The cranes were manufactured, supplied, erected, tested and commissioned by Heavy Engineering Corporation Limited, Ranchi. After the cranes were put under use Bhilai Steel Plant, Bhilai issued us commissioning certificate of the cranes under package 29A and 29A2 along with some defects which were required to be liquidated. The defects which were remaining to be liquidated at time of issuance of commissioning certificate were commissioning defects. Presently the cranes are under operation at BSP, Bhilai.

This tender is for the work of Liquidation of commissioning defects in crane package 29A and 29A2 (other than Emergency Disc Brake System) of Bhilai Steel Plant, Bhilai, on turnkey basis.

## **1.2 BROAD SCOPE OF WORK**

Liquidation of commissioning defects in crane package 29A and 29A2 (other than Emergency Disc Brake System) of Bhilai Steel Plant, Bhilai, on turnkey basis.

## **1.3 QUALIFYING CRITERIA FOR SELECTION OF THE TENDERER.**

- a) Experience of similar work (supply, installation & commissioning of electrics and automation system in EOT cranes) executed successfully during the last five years ending last day of month previous to one in which bid application are invited at Integrated Steel Plant in India.(documentary evidence against completion to be submitted) .
- b) Work order copies of similar job.
- c) Average annual financial turnover during last three years ending 31<sup>st</sup> March of previous financial year should not be less than Rs. 49.41 Lakhs. In this regard audited profit loss A/c or CA certificate have to be furnished.
- d) GST Registration.

## **1.4 TIME SCHEDULE**

It is desired that the complete work of Liquidation of commissioning defects in crane package 29A and 29A2 at Bhilai Steel Plant, Bhilai, on turnkey basis within Four (04) months from the date of issue of work order.

Our end customer has right to provide us machines as their own convenience and their maintenance schedule. The tenderer should have to complete the scope of work as per given schedule.

The successful tenderer shall be solely responsible for obtaining necessary clearance from various statutory bodies during execution of the work. Contractor has also responsibility for getting necessary approval/ clearance for the refurbishment work from Bhilai Steel Plant, Bhilai for the project.

## **1.5 GENERAL INSTRUCTION TO TENDERER**

- (i) Tenderer should visit site to have better understanding of the requirements.
- (ii) Tenderer should have experience in similar work at Integrated Steel Plant in India.



- (iii) Tenderer shall quote their price online as per the price format enclosed.
- (iv) Inspection & testing shall be carried out in presence of Successful Tenderer/HEC/ BSP, Bhilai/Third Party Inspection agency on the basis of drawings, specification & latest Indian standards & Quality assurance Plan.
- (v) Successful tenderer shall not let-off the contractor part thereof to any sub-contractor without written permission of BSP, Bhilai/HEC. In case, subletting of any part of the work is permitted by BSP, Bhilai, the fact that such permission has been accorded, neither shall establish any contractual relationship between Sub-Contractor & BSP, Bhilai nor shall release the contractor from any of his obligations and liabilities under the specific and applicable contract.
- (vi) Successful tenderer shall clearly indicate deviations if any from the tender document so that same can be considered during tender evaluation.
- (vii) Successful tenderer shall clearly indicate the assumption made in respect of specification, date or any other details that have not been mentioned in the tender document but considered necessary for meeting the specified functional requirements.
- (viii) Once the work order is placed on the successful Tenderer within the validity period of his offer the awarded price shall remain valid throughout the entire period of the contract in terms of conditions stipulated in G.C.C. of HEC.
- (ix) Approval of various procedures submitted by the successful tenderer shall not relieve him of his responsibilities towards completion of the work as defined in the contract.
- (x) The Tenderer must have a valid electrical license issued by the concerned state government. Tenderer should have in his employment sufficient number of electricians and supervisors holding valid license.
- (xi) The Tenderer shall indicate his requirement of electrical power for erection purpose. Subject to the availability, the power shall be supplied at one point of erection site on cost/free basis as per BSP, Bhilai rules. The Erection Tenderer shall carry out further distribution to different points. The power normally shall be supplied at 415V, 50Hz. AC.
- (xii) All the equipment, structures, mechanical and electrical shall be stored and handled in such a manner that they are not subjected to damage or excessive stress due to mishandling and environmental condition.
- (xiii) The successful tenderer shall be solely responsible for obtaining necessary clearance from various statutory bodies during execution of the work.
- (xiv) The Tenderer shall carry out the work in accordance with relevant IS standards, and drawings, data, information, instructions furnished by the HEC/BSP, Bhilai. The testing and commissioning of the equipment shall be done in presence of the representative manufacturer and BSP, Bhilai.
- (xv) The Tenderer has to carry out the work in such a manner that it does not affect the operation of the plant/shop. If other Tenderer is also engaged on the same work site for other jobs, the Tenderer shall work in close co-operation with them. The Tenderer shall get himself

acquainted with the prevailing working conditions, practices and arrangement at the plant site, failure to do so shall not relieve him of his responsibility of correct interpretation and execution of the work involved.

- (xvi) While conducting test on the equipment, the Tenderer shall not be held responsible for any manufacturing defect but shall be held responsible for defective workmanship carried out during the rectification work. The Tenderer shall arrange for slings, wire ropes, pallet to support test load wherever necessary, stop watches and other necessary equipment/instrument.
- (xvii) To carry out the work, the Tenderer shall arrange necessary equipment and light fittings with lamps and other accessories to adequately illuminate his work site. Maintenance of light fittings and replacement of fused lamps shall be Tenderer's responsibility.
- (xviii) After completion of the work, the Tenderer shall promptly remove from the premises everything brought in by him and shall leave the premises in an acceptable cleancondition.
- (xix) The Tenderer shall furnish daily progress report in an agreed format to HEC site office to monitor the progress of erection work.
- (xx) During course of retrofitting work the Tenderer shall strictly follow all the safety norms/rules and regulations and shall abide by all the statutory rules and regulations.
- (xxi) The Tenderer shall make his own arrangement for alternative power in case BSP, Bhilai is not able to supply construction power.
- (xxii) Necessary drawings and documents required for rectification made available to the Tenderer and which shall be return after completion of the scope of work.
- (xxiii) Tenderer should follow the safety rules and regulation as per BSP/SAIL requirements. Deputation of Safety Officer, training of workers in safety etc. are in the scope oftenderer.
- (xxiv) HEC Management has right to change/add/ remove any clause, terms & condition in any further stage if required.

## 1.6 Submission of offer

- i. Part-A should be submitted as per tender requirement.
- ii. Part-B - "Price" bids of technically and commercially acceptable bids will be opened at a later date in the presence of the Bidder's authorized representatives who choose to attend the price opening, for which HEC will send timely intimation to the acceptable bidders.
- iii. It shall be the responsibility of the parties submitting the bid to ensure that the bid has been submitted in the formats and as per the terms and conditions of the tender documents and no change should be made therein. In the event of any doubt regarding the terms and conditions/ formats, the party concerned may seek clarifications from the authorized officer of HEC. In case any tampering/ unauthorized alteration is noticed in the Bid submitted from the original Bidding Document available on the Website, the said Bid shall be summarily rejected and the company shall have no liability whatsoever in the matter. However, deviations, if any, proposed by the bidder may be separately indicated for acceptance or otherwise by HEC. Such proposed deviations will not be treated as tampering for the purpose of application of the clause.

- iv. Bidder should furnish Notarized copies of Power of Attorney in favour of Authorized signatory, Permanent Account Number (PAN) card, Bank details like name of bank, branch, IFSC code, Bank Account Number, GST Registration, along with the bid.
- v. Any bid not accompanied by bid security of an amount stipulated, shall be rejected.
- vi. The Bidders may be required to explain/ justify the basis of their quoted price as and when asked for. In case, any bidder fails to justify his quoted price or refuse to co- operate in this regard, such bidder will not be considered for participating in the re- tendering, if the contract is not finalized from the present bidding.
- vii. If tenderer quotes unworkable rates and is considered for placement of order, the party will be asked to justify the rate quoted. If it is felt that the bidder has failed to substantially demonstrate its capability to deliver the contract at the offered rate/ on refusal (by bidder) to justify the quoted rates, the bid/ quote may be rejected.
- viii. However, under compelling circumstances, where the tenderer/ bidder is considered for placement of order despite having quoted abnormally low bids, the bidder may be required to furnish Performance Guarantee Bond (in addition to Security Deposit, if applicable) in the form of Bank Draft/ bank Guarantee. The amount of this bond shall be decided at the time of placement of order. The said Performance Guarantee Bond must be submitted prior to release of order within the time stipulated by HEC. The amount towards Performance Guarantee Bond (PGB) is not adjustable from any due of contractor from HEC. In case of breach of contract, the Performance Guarantee Bond shall be encashed without prejudice to other remedial measures available to HEC to get the work done at the Risk and Cost of the tenderer on whom the order is placed. The Bank Guarantee will be discharged/ returned after successful/ satisfactory completion of the work as per the order.

**Important Points & Commercial Terms & Conditions**

**Commercial terms and conditions:**

1. **Offers to be submitted on FOR BSP Bhilai.** The rate quoted shall be inclusive of all packing & forwarding, freight and transit insurance charges.
2. **The Price quoted by the tenderer should be exclusive of GST.** The rate and nature of GST applicable should be shown separately GST will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed on the date of supply provided the transaction of sale is legally liable to GST and within the delivery period.
3. **Validity of Offer should be minimum 60 days from the date of opening of tender.** The offer with a lower validity period other than 60 days will not be acceptable and such offer shall be ignored without assigning any reason.
4. **Payment terms shall be as under:**

<p><b>A) Payment for Supply of total materials</b></p>	<p>90% of basic order value of supply part along with 100% GST shall be made through RTGS within 60 days of receipt and acceptance of materials along with the following documents on pro rata basis-</p> <ol style="list-style-type: none"> <li>a) Guarantee certificate (Original + Triplicate copy)</li> <li>b) LR copy</li> <li>c) Test certificate (Original + Two copies)</li> <li>d) Packing List (Original + One Extra copy)</li> <li>e) Tax Invoice (Original + Triplicate copy)</li> <li>f) Receipted Challan (Original + Two copies)</li> <li>g) GST-1 Copy.</li> </ol>
<p><b>B) Payment for balance 10% of supply part</b></p>	<p><b>Balance 10% of supply part shall be released within 30 days after submission of completion certificate of issued by Customer BSP or his representative duly signed &amp; stamped on pro rata basis (Crane wise).</b></p>
<p><b>C) For 'erection &amp; commissioning</b></p>	<p><b>100% payment for erection &amp; commissioning</b> charges along with 100% GST shall be paid through RTGS/NEFT within 60 days after submission of following documents on pro rata basis (Crane wise):</p> <ol style="list-style-type: none"> <li>a. Successful completion certificate issued by Customer BSP or his representative.</li> <li>b. Tax Invoice in triplicate.</li> <li>c. Bank mandate for RTGS/NEFT payment</li> </ol>

**Note:**

- i. **Payment shall be made directly through the end customer Bhilai Steel Plant, Bhilai on HEC's recommendation.**
- ii. **For payment, all the processing charges by the bank shall be on account of the firm.**
- iii. **Payment will be done as per the approved billing schedule, to be submitted by the contractor after placement of the order.**

## 5. Delivery Term:

<b>Delivery of materials</b>	Supply to be completed within 4 months from the date of placement of order.
<b>Delivery of refurbishment, erection, commissioning and load test</b>	Refurbishment, erection, testing and commissioning to be completed within 4 months from the date of placement of order.

6. 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.
7. **Earnest Money Deposit** - Earnest money Rs. 3,00,000/- (Rupees Three Lakhs Only) will have to be deposited in form of demand draft / bank guarantee (format is enclosed at annexure-C) from any nationalized bank Payable on the State Bank of India, Ranchi Hatia Branch, in favor of Heavy Engineering Corporation Ltd. Ranchi. - 4. (Scan copy of DD to be uploaded along with techno-commercial bid & original DD to be sent through courier / submitted by handundersigned.

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, MSE 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 be get registered on RXIL (Receivable exchange of India-Mumbai).**

## 8. GENERAL INFORMATION TO TENDERER

- a) All correspondences/ documents made by the tenderer shall be in English Language and the data/measurement related results in Metric Units only, unless otherwise specified.
- b) Tenderer shall quote as per Performa. If any part / portion of scope are excluded from his offer, the same shall be brought out clearly in the offer and the quotation of the tenderer may be liable to get rejected.
- c) Tenderer shall submit credentials of past works done.
- d) During the course of execution of the contract, the department has the right to award additional work or deletion of work or advise removal/ repair /re-fabricate the work already executed. Under the above situation, the Tenderer shall agree for addition/ deletion of the works and such variation is limited to  $\pm 10\%$  of the order value.
- e) Technical specifications, drawings and bill of materials to be the basis of content of work, assignment and defining responsibility. Tenderer may suggest any improvement for the betterment of the operation of the system, which shall be reviewed by HEC and appropriate action should be taken.
- f) The offer shall clearly indicate any assumption made in respect of specification, data or any other details that have not been mentioned in this tender but considered necessary for meeting the

specified functional and duty requirements. Any such assumptions not indicated during tendering stage, will not be binding on HEC.

- g) Approval of various procedures submitted by the successful tenderer shall not relieve the tenderer of his responsibilities towards completion of work as defined in the contract. During the course of execution, if any additions/ alterations are found necessary and intimated to the tenderer before fabrication/installation of the equipment, the same shall be implemented by the tenderer without any extra cost.
- h) All necessary facilities including tools, tackles, safety appliances, measuring & testing equipment/ instruments, accessories & material handling equipment, etc. shall be provided by the successful tenderer to enable stage wise inspection of the system during erection, testing & commissioning at site.
- i) The Successful tenderer shall be solely responsible for obtaining necessary clearance from various statutory bodies including those of Central & State Government, as applicable, during the course of manufacture / fabrication, testing, transportation, erection and commissioning of the equipment at site.

#### **9. PAYING AUTHORITY:**

Finance Department  
Heavy Machine Building Plant,  
Heavy Engineering Corporation Limited,  
Ranchi- 834004

**The R. A. bill to be submitted (in Quadruplicate) with proper documentation.**

#### **10. GENERAL CONDITION OF CONTRACT**

Bidders shall abide by the General condition of contract of Heavy Engineering Corporation Ltd. Ranchi, a copy of GCC of Works Contract can be downloaded from the site [www.hecltd.com](http://www.hecltd.com) for ready reference.

#### **11. MAN POWER**

Contractor may have to mobilize additional man-hours and / or deploy work force for additional hours without any extra cost to HEC. Any statutory requirement for additional working hours or any manpower related issue shall be total responsibility of contractor.

#### **12. INSPECTION**

Rectification of the crane, testing & commissioning will be inspected by HEC along with or without the representative of end customer / customer's consultant. Contractor shall provide necessary assistance in carrying out inspection and if any defects are pointed out, they will carry out the necessary rectification / modification without any extra cost to HEC. Bidders will deploy sufficient manpower during pre and final inspection and handing over the entire jobs and a protocol will be drawn based on which the job will be accepted.

**13. RECONCILIATION OF FREE ISSUE ITEMS**

Bidders will submit reconciliation statement of free issue items if any, on monthly basis, failing which no progressive payment shall be released. However, any supply to contractor by the purchaser, which was originally in the scope of contractor will attract recovery with 22.5% overhead charge.

**14. STATUTORY RECOVERIES**

Statutory recoveries if any shall be made as per rule/rates prevailing at working site.

**15. GUARANTEE PERIOD**

The contractor shall stand full guarantee for workmanship / service for a period of 12 Months from the date of commissioning and acceptance of the system at site.

**16. ACCEPTANCE OF TENDER:**

Tender may be accepted for full. Any incomplete tender in any respect is liable to be rejected without any notice. The company is having rights to reject any tender without assigning any reason for which no question can be asked anywhere.

There is no obligation on our part to accept delayed/ late tender received after the due date of opening of tender and these are liable to be summarily rejected.

**17. EARNEST MONEY DEPOSITION (EMD)**

Bid Security/ Earnest Money Deposit – Rs.3,00,000/- (Rupees Three Lakhs) payable by DD/BG in favor of

*Heavy Engineering Corporation Limited*  
Payable at  
*State Bank of India, Hatia Branch (Code No. 0207)*

Earnest Money of unsuccessful bidders will be refundable immediately after finalization of contract on receiving a written request from the bidders.

Earnest Money of successful bidders will be refundable immediately after finalization of contract and submission of SD Bank Guarantee on receiving a written request from the bidders.

No interest will be payable on Earnest Money and Security Deposit.

Exemption from deposition of Earnest Money and security and Security Deposit for Small Scale Industries (SSI) or any other category will be guided as per prevailing Government directives on production of documentary evidence in its support.

**18. SECURITY DEPOSIT & PBG**

**Security deposit (BG format annexure-D):** 10 % of the contract price to be deposited by the successful bidder within 21 days from the date of issuance of purchase order by HEC which shall

remain valid for a period of 60 days beyond the completion of all contractual obligations of the firm. This clause is mandatory and has to be accepted by the firm. If Security deposit clause is not accepted then the offer of the bidder shall not be considered (Format is enclosed at annexure-D).

**Performance bank guarantee (BG format annexure-E):** The tenderer shall guarantee the equipment for its workmanship, materials, design and satisfactory operation in accordance with relevant specifications and provision of contract. The successful bidder has to submit the performance bank guarantee of 10% of total contract value valid till full guarantee period. If PBG clause is not accepted then the offer of the bidder shall not be considered. (Format is enclosed at annexure-E).

Note:-

- (i) The Bank Guarantee issued by a scheduled bank shall be operative at its branch situated at Ranchi (Jharkhand) or if the issuing bank does not have any branch at Ranchi then Bank Guarantee shall be operative at any of its Kolkata Branch.
- (ii) The Bank Guarantee (BG) issued by the issuing Bank on behalf of contractor in favour of "Heavy Engineering Corporation Limited" shall be in paper form as well as issued under "Structured Financial Messaging System (SFMS)".

The details of beneficiary for issue of Bank Guarantee (BG) under SFMS platform is furnished below: A. State Bank of India as advising Bank of HEC:

1	Name of the Beneficiary and his details	i	Name	Heavy Engineering Corporation Limited
		ii	Area	Ranchi
		iii	Name of Bank	State Bank of India
		iv	Bank Account No.	30073880917
		v	Swift No.	SBININBB387
2	Beneficiary Bank Branch and Address	i	Name of Bank	State Bank of India
		ii	Bank Branch name	SME Branch, MECON Campus
		iii	Branch code	09620
		iv	Beneficiary Bank Branch IFSC	SBIN0009620
		v	Beneficiary Bank Address	SME Branch, MECON Campus, Doranda-834002 (Jharkhand)

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money.

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.

**Note:- Bidder to submit the BG as per the above mentioned details through SFMS mode. BG submitted through Non SFMS mode will be summarily rejected**

## 19. LOCAL CONTENT CERTIFICATE

Verification of local content-The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. (Annexure-G).

Only Class-I local suppliers are eligible to participate in tender if there is sufficient local capacity and local competition irrespective of the purchase value. L1 bidder amongst Class-I local suppliers shall be awarded contract subject meeting other requirements as per tender. Format As per Annexure-I must be signed, stamped and to be submitted along with the bid

## 20. CUSTODY

Upon arrival of material at Works Site, all Materials, all consumables and Machineries, etc., belonging to the Contractor shall assume custody thereof and remain responsible therefore, until the Completion Certificate is issued by the Customer/Engineer/ Site In-charge.



## **21. LIQUIDATED DAMAGE**

If the tenderers fails to complete the work within the stipulated time fixed in the order, the tenderers shall be liable to pay to the purchaser as agreed liquidated damages and not by way of penalty a sum of 0.5% of the total contract price per weeks of delay or part thereof by which the completion of work has been delayed, subject to a maximum limit of 10% of the total contract price.

## **22. FORCE MAJEURE**

Time being the essence of the contract, if either party is prevented from the Performance of its obligations in whole or in part for reasons of Force Majeure, viz acts of God, acts of Government, acts of Public enemy, war, hostility, civil commotion, sabotage, fire, flood, explosion, strike, and lawful lockout, then provided notice of happening of any such eventuality is given by the effected party to the other party immediately & maximum within 15 days from the date of occurrence and cessation of the force majeure, the period of Force Majeure shall be excluded accordingly.

If the Force Majeure event(s) continue beyond the period of 3 months, the parties shall hold consultation to chalk out the further course of action. Neither party can claim any compensation from other party on account of Force Majeure.

## **23. ARBITRATION**

All Disputes or differences, whatsoever, arising between the parties out of or in relation to the construction, meaning and operation or effect of this Contract or breach there of shall be settled amicably. If, however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration as per the provision of Arbitration Conciliation Act 1996 and the award made in pursuance there of shall be binding on the parties. The Arbitrator/Arbitrators will give reasoned award.

Work under the contract shall continue by the Bidders during arbitration proceeding unless otherwise directed in writing by HEC/ BSP or unless the matter is such that work cannot be continued until decision of the arbitrators or of the umpire , as the case may be, is obtained and save as those which are otherwise expressly provided in the contract, no payment due or payable by the purchaser shall be withheld on arbitration proceeding unless it is the subject matter or on the subject matter thereof.

The Venue of arbitration shall be Ranchi, Jharkhand

## **24. RISK AND COST**

Should the bidders fail to complete the work and comply with notice given in this regard within the period as considered reasonable for such compliance from the date of serving the notice, then in such case without prejudice to purchasers right under this clause the purchaser shall have at his option to take the affected work wholly or in part out of the bidder's hand and may complete the work at the risk & cost of the bidder.

## **25. NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER**

The Tenderer whose offer is not accepted shall not be entitled to claim any costs, charges, expenses or and incidental to or incurred by him through or in connection with his submission of Tenderer, even though HEC Ltd may decide to withdraw the invitation of Tender. No price ESCALATION will be considered for successful tenderer till completion of the project.

## **26. NOTICES ON BEHALF OF HEC LTD**

Notice and certificate on behalf of HEC LTD in connection with the Work order may be given by duly authorized officers of HEC LTD. Any modification which may become necessary in the interim period will be intimated to you as soon as possible.

## **27. CONTRACTOR'S RISK**

The contractor is responsible for the expected risks, which are:

- A) War, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war;
- B) Riot, commotion, disorder, unless solely restricted to employees of the contractor.

## **28. JURIDICTION OF COURT**

The issue shall be under the jurisdiction of Ranchi High Court.

## **29. PRICE ESCALATION:**

No price escalation is admissible for execution of the scope of work after issue of LOI/work order. No extra payments shall be admissible to the contractor, consequent on any alleged misunderstanding or miscalculation or arising of any other mistake or factor not specifically provided in the offer.

## **30. AN AGREEMENT**

An agreement will have to be signed with HEC Ltd. on a non-judicial stamp paper of appropriate value as per provision of Indian Stamp Act as notified in its affiliation to Jharkhand purchased by you from the state of Jharkhand in a standard proforma within fifteen days. Failure to execute an agreement within specified period may entail forfeiture of security deposit.

## **31. ADDRESS FOR CORESPONDANCE:**

Any Correspondence on this tender is to be addressed to:

1. **Sri P.K Mohan**  
**Sr. DGM (I/c) CED**

**Crane Execution Division.**  
**HMBP Administrative**  
**Building**  
**Heavy Engineering Corporation Ltd.,**  
**Ranchi – 834 004 (Jharkhand)**  
**E-mail-pkmohan@hecltd.com**

## **DEFINITIONS**

- a. Prime Contractor: Heavy Engineering Corporation Limited, Ranchi
- b. End Customer: Bhilai Steel Plant, SAIL, (C.G)
- c. Contractor/Bidder: The successful bidder to whom the assignment/contract will be awarded.
- d. For any clarification contact person: **Mr. Soumya Ranjan Das, Manager/CED., HEC Ltd., Ranchi–834004.**

Check List

(To be filled by bidder and scan copy of the same to be uploaded along with Techno-commercial part-1 bid on e-tender portal)

Sl No.	Terms & Conditions	Desired BY HEC	Bidders Comment (Accepted / Not accepted)	Remarks
1	Scope of supply & services as per NIT	Must be accepted		
2	Price Term (FOR BSP Bhilai )	FOR Bhilai Steel Plant Bhilai-490001		
3	Packing And fwd charges	To be included in quoted price.		
4	GST Registration certificate	To be furnished		
5	TAXES (GST)	% of Applicable Taxes to be indicated Extra		
6	Payment Terms	To be confirm in line with NIT Clause No.4 of NIT's <b>annexure-A</b>		
7	Validity of Offer	Minimum 60 days from the date of opening of tender		
8	Price Variation Clause	Prices will be firm till the Complete execution of order. (To be confirmed).		
9	Delivery Schedule	To be confirmed as per Clause no. 5 of NIT's <b>Annexure-A</b>		
10	Inspection	To be confirmed as per Clause no. 9 of NIT's <b>Annexure-A</b>		
11	Freight Charges if Ex-Works	To be included in quoted price.		
12	EMD of Rs. 3,00,000/- (Rupees Three Lakhs Only) (Mandatory) as per clause No. <b>17 of annexure-A</b>	DD/BG from any nationalized bank in favor of HEAVY ENGINEERING CORPORATION LIMITED, payable at Ranchi (Exempted for <b>MSME/NSIC/SSI registered firms</b> )		
13	Security Deposit for 10% of supply value of PO as per clause No. 18 of annexure -A	To be deposited by successful bidder within 21 days after placement of order by HEC. <b>This clause is mandatory and has to be accepted by the bidder. If Security deposit clause is not accepted then the offer of the bidder shall not be considered.</b>		

14	Performance bank guarantee for 10% of supply value of PO as per clause No. 18 of annexure-A	Bank Guarantee for performance from any nationalized bank in favor of HEAVY ENGINEERING CORPORATION LIMITED, Ranchi as per tender enquiry. <b>This clause is mandatory and has to be accepted by the bidder. If PBG clause is not accepted then the offer of the bidder shall not be considered.</b>		
15	Guarantee/Warranty Certificate as per clause No.15 of annexure-A	<b>To be provided</b>		
16	L/D Clause	To be Accepted (As per NIT's clause No. 21 of annexure-A)		
17	Special terms (If Any)			
18	Acceptance of Risk Purchase Clause	To be Accepted (as per NIT's clause No. 24 of annexure-A)		
19	GCC of HEC (available in tender section at HEC website : <a href="http://www.hecltd.com">www.hecltd.com</a> )	To be accepted (as per NIT's clause No. 10 of annexure-A)		
20	Confirmation of Supplying the materials as per Enquiry Schedule	YES/ NO		
21	All NIT conditions are acceptable	Yes/No, if no then state the clause wise deviation		
22	If firm is owned by SC/ST /WOMEN Entrepreneurs	To be indicated		
23	UAM (Udyog Aadhar No) No if registered under MSME	To be mentioned by bidder if applicable		
24	Materials shall be manufactured & supplied in line with in adherence of QMS/EMS/OHSAS	To be confirmed		
25	Whether registered with RXIL	To be confirmed (YES/NO)		
26	Integrity Pact	Must be submitted in Original as per annexure- F (it is mandatory for bidder and If it is not submitted then offer shall not be considered)		
27	Please confirm that you have submitted last three years audited balance sheet	To be confirmed (YES/NO)		
28	DECLARATION OF SITE VISIT	To be confirmed (YES/NO) <b><u>Bidder must confirm that they have visited the site and fully understand the requirements and conditions</u></b>		

29	Please confirm that you have submitted experience certificate as per NIT (eligibility criteria requirement clause no. 1.3 of IFB)	To be confirmed by bidder (Yes/No)		
30	Please confirm if any equipment or tool and tackles will be required the same will be arranged by you at your own cost.	To be confirmed by bidder (Yes/No)		
31	Please confirm that you have submitted Local Content Certificate (Annexure-G) as per clause no. 19 of Annexure-A	To be confirmed by bidder (Yes/No)		
32	Please Confirm that you have submitted Annexure-H (Affidavit)	To be confirmed by bidder (Yes/No)		
33	Please confirm that you have submitted the blank price bid	To be confirmed by bidder (Yes/No)		
34	Declaration as per Annexure-6 (Mandatorily to be enclosed)	Enclosed/Not enclosed		

**NOTE:**

1. Please indicate whether your firm is covered under MSEs/MSEs owned SC/ST or covered under SSI in separately in Tech. Bid.
2. Terms & Conditions duly filled in, signed and stamped to be submitted along with offer otherwise your offer may not be evaluated.

**PART-II (Price Bid)**

1. The tenderer shall upload the digitally signed Schedule of price bid in the form of BOQ.xls
2. Bidders may please note, the schedule of quantities is attached in the portal. The same (BOQ) shall be downloaded and to be filled in the editable (un protected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, name of the bidder etc.
3. Bidders to note that the price as per the offer is strictly to be mentioned under Part-II of Price bid and not to be disclosed in any manner under techno-commercial bid Part-I ,In case price of the bidder is disclosed under techno-commercial bid Part-I , the offer of the firm will be summarily rejected.
4. Bidders are mandatorily required to quote all the items of BOQ, If any item of BOQ is not quoted then it shall be construed that the said Item is also included under scope of Work of the respective bidder and the Price of the same is included/absorbed in the Price of other Quoted Items.

**ON-LINE PRICE BID- BOQ ( FOR REFERENCE ONLY)**

Sl.No.	Name of the work	Unit	Quoted Price for items as per BOQ (exclusive of GST)
I	The scope of work shall cover all the work pending against defect list including supply, erection and commissioning & supply of manpower, machineries, arrangement of safety, security and storage of all materails and equipment elaborate in the subsequent clause of the technical specification	Items as per BOQ	XXXXXXXXXXXXXXXXXXXXX  <b>(NOT TO BE QUOTED HERE)</b>
II	GST ( in Rupees )  Rate - % (GST rate to be indicated in percentage)		
III	Total Package Price inclusive of GST ( in Rupees )		

**NOTE:**

1. Tenderer to note that Work order will be awarded to L-1 firm on complete Package basis. The Lowest Package Cost for the L-1 Firm will be arrived at based on evaluating lowest Combined Costs of all individual items quoted by the Bidders as per BOQ of Price Schedule ( BOQ.xls)

2. The tenderer shall upload the digitally signed Schedule of price bid in the form of BOQ.xls
3. Bidders may please note, the schedule of quantities is attached in the portal. The same (BOQ) shall be downloaded and to be filled in the editable (un protected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, name of the bidder etc.
4. Bidders to note that the price as per the offer is strictly to be mentioned under Part-II of Price bid and not to be disclosed in any manner under techno-commercial bid Part-I ,In case price of the bidder is disclosed under techno-commercial bid Part-I , the offer of the firm will be summarily rejected.
5. Bidders are mandatorily required to quote all the items of BOQ, If any item of BOQ is not quoted then it shall be construed that the said Item is also included under scope of Work of the respective bidder and the Price of the same is included/absorbed in the Price of other Quoted Items.
6. The Price is strictly to be quoted in the BOQ.xls and not to be mentioned anywhere in the Techno-Commercial Bid. In case any Price Indication is found in the Techno-Commercial Bid (other than BOQ.xls), the Tendered offer of the bidder will be summarily rejected.



**Format of EMD Bank Guarantee**

**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

**NO.**  
**TO**

**Dated:**

Sr.DGM(I/c) CED  
HEAVY MACHINE BUILDING 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, actor 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 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

-----

**Format of BANK GUARANTEE of Security Deposit**

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:

3. 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.
  
4. 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 UNTILL 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 CONTRTACTOR 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 ENFORECED 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 FOREBEAR 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 WILLENLARGE OUR LIABILITY HEREUNDER BEYOND THE LIMIT OF RS.  
.....*'amount'*.....(RUPEES .....*'amount in words'*..... ) AS AFORESAIDOR 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 GUARANEE 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 UNCANCELLED 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 UNTILL ..... '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 REALEASED 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'*

**FORMAT OF PERFORMANCE BANK GURANTEE**

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT & TO BE ISSUED BY ANY NATIONALISED /SCHEDULED BANKAUTHORISED 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 saidguarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Dated at \_\_\_\_\_ day of \_\_\_\_\_

Seal of the Bank

**INTEGRITY PACT**

Between

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

and

.....hereinafter referred to as “The Bidder/ Contractor”

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 Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External 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**

5. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 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.
  - The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - The Principal will exclude from the process all known prejudiced persons
6. 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 Bidder(s) / contractor (s)**

1. The Bidders(s) / Contractor (s) commit himself 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.
  - b. The bidder(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.
  - c. The Bidder(s)/ Contractor(s) will not enter with other Bidders 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 cartelisation in the bidding process.

- d. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(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.
  - e. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s) /Contractors(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 Suppliers” (enclosed) shall be disclosed by the Bidder(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 on Indian Agents of Foreign Suppliers” attached.
  - f. The Bidder(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 Bidder(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 Bidder(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 Bidder(s) / Contractors) from the tender process or take actions like Banning of business dealings etc.

### **Section 4 – Compensation for Damages**

1. If the Principal has disqualified the Bidder(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 Bidder 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 Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken against the bidder.

### **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

1. The Bidder(s)/ Contractor(s) undertake (s) to demand from all subcontractors 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 Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violation by the Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will

## **Section 8 – Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External 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 CMD, HEC.
3. The Bidder(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 Contractor 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 subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s)/ Subcontractor(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 tolerated action.
6. The Monitor will submit a written report to the CMD, 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 CMD HEC, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD 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 Bidders 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 CMD 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.
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 Bidder / Contractor )

( Office Seal)

( Office Seal )

Place.....

Date.....

Witness 1 :  
( Name & Address) .....

Witness 2 :  
( Name & Address) .....

LOCAL CONTENT DECLARATION

**Date:**

To,

M/s HEC Ltd ,  
Plant Plaza Road  
Ranchi-834004

**Sub: Certificate as per clause 9 (a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 04/06/2020 and 16/09/2020.**

0

I (authorized signatory for M/s ..... ) declare the local content for the complete scope of work of the tender with their location details in the below mentioned table :

Sl. No.	For Complete Scope of NIT & TS	Local Content (in %)	Location details at which local value addition is made (Factory address)
1			

We also certify that the above details are true & correct and if found to be false then it shall be a breach of the Code of Integrity and our bid will be liable to be rejected and we will have no objection against rejection of bid.

For M/s .....

Authorized Signatory  
(with company seal & Name)

**Note :**

- 1. In case the value of offer (Excluding Taxes) is more than 10 Crores INR , the above declaration will be required to be certified by Practicing CA with MRN & FRN of CA.**
- 2. The Local Content Declaration must be submitted by the bidder during submission of offer along with Techno-commercial Bid. No change in Local Content of declaration will be allowed once the bid is submitted.**

**AFFIDAVIT**

(NON JUDICIAL STAMP PAPER OF Rs. 50/-)

I..... Partner/Legal Attorney  
Proprietor/Accredited Representative of M/s.  
..... Solemnly declared that:

1. I/We are submitting tender for the work  
.....  
.....  
against Tender Notice No. ----- dated -----
2. None of the partners of our firm is relative of employee of Bhilai steel Plant, Bhilai and Heavy Engineering Corporation Limited.
3. All information furnished by me / us in respect of fulfillment of eligibility criteria and information given in this Bid is complete, correct and true.
4. All documents / credentials submitted along with this tender are genuine, authentic, true and valid.
5. If, any information or document submitted is found to be false /incorrect at any time, Employer may cancel my Bid and action as deemed fit may be taken against me /us including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of our firm and all Partners of the firm etc.

Signature of the Tenderer

Dated.....

**Seal of Notary**

\_\_\_\_\_

**DECLARATION AS PER CLAUSE NO-23 OF ITT**

To,

M/s HEC Ltd ,  
Plant Plaza Road  
Ranchi-834004

**Sub:- Certificate as per Order No. F. No. 6/ 18/ 2019 - PPD dated 23.07.2020 issued by Ministry of finance (dept of Expenditure)**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares land border with India and on sub-contracting to contractors from such countries; I/we clarify that we, M/s..... (Name of bidder)are not from such countries or, If from such a country, has been registered with the Competent Authority and will not sub-contract any work to the contractor of such countries unless such contractor is registered with the Competent Authority. I/ we hereby clarify that we, M/s.....(name of bidder) fulfills all requirements in this regard and is eligible to be considered against the tender. [Where applicable, evidence of valid registration by the competent authority must be attached]

For M/s .....

Authorized Signatory  
(with company seal & Name)



### **Instructions for Online Bid Submission**

*The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.*

*More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.*

#### **REGISTRATION**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to *ensure that they do not lend their DSC's to others which may lead to misuse.*
- (vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS**

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of *each of the document that need to be submitted. Any deviations from these may*

*lead to rejection of the bid.*

- iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

#### **SUBMISSION OF BIDS**

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by as specified in the tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should

save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- vi) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- ix) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 **CPP Portal** Helpdesk.  
Note: For any query related to registration and processing on the Portal please visit FAQ available at <https://etenders.gov.in/eprocure/app?page=FAQFrontEnd&service=page>  
You may call the Helpdesk. The 24 x 7 Help Desk

Numbers are 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787

E-Mail: [support-eproc@nic.in](mailto:support-eproc@nic.in)

**TECHNICAL SPECIFICATION**

1. The scope of work is Liquidation of commissioning defects in crane package 29A and 29A2 at Bhilai Steel Plant, Bhilai, on turnkey basis detailed as follows.

Sl. No.	Points	Scope of job	Location	Crane	Qty	Pkg
1	Weighing System	Weighing System Panel, LCD Display Erection and 240V Power & Communication cable lying, WLAN Network Set-up	EF Bay	300T	2 Set	29A
2	Weighing System	Weighing System Panel, LCD Display Erection and 240V Power & Communication cable lying, WLAN Network Set-up	DE Bay	300T	2 Set	29A
3	Weighing System	Weighing System Panel, LCD Display Erection and 240V Power & Communication cable lying, WLAN Network Set-up	HI Bay	300T	2 Set	29A2
4	Weighing System	Weighing System Panel, LCD Display Erection and 240V Power & Communication 5cable lying, WLAN Network Set-up	IJ Bay	300T	3 Set	29A
5	Weighing System	Weighing System Panel, LCD Display Erection and 240V Power & Communication cable lying, WLAN Network Set-up	E'F Bay	65T+65T	2 Set	29A2
6	WLAN	Ground Station panel installation, HMI Installation, Ground station Receiver & Antena Installation, Cabling & Connection, FO cable lying from ground station to BOF shift control room, LIU, 9U rack switches installation at ground station, FO cable splicing, Pigtail and patch cord connection fixing	AB Bay, F'F,GH & HI Bay	120T ,300Tand 65T	10 Set	29A2
	Anti-collision Device	Supply installation commissioning of Anti-collision Device	AB, GH, IJ, E'F Bay	120T, 300T & 65T	12 Set	29A & 29A2
	Magnet	Refurbishment and commissioning of magnets	AB Bay	120T	3 Set	29A2
	Grab Bucket	Refurbishment and commissioning of Grab Bucket	AB Bay	120T	3 Set	29A2

2. The detailed scope of work under this work order will generally include the following apart from specifically indicated as above for the specific equipment's as per the drawing, document and manuals to be supplied by the manufacturer/HEC.
- Mobilization of labour, suitable mobile crane, tools and tackles, lifting and handling equipment, testing equipment and consumables etc.
  - Contractors/Supplier are advised to visit site before quoting so that they are acquainted with site conditions and requirements.
  - The contractor/Supplier shall arrange for handling and transportation of items / components from own store to the erection site as per the requirement of rectification.
  - The Contractor/Supplier shall be responsible for arrangement of adequate material handling equipment like mobile cranes, trucks, trailers, fork lifters, tools and tackles as may be required for his work.
  - The necessary lifting tackles, tools, wire rope, slings of suitable capacities and other equipment to carry out this work shall be arranged by the Contractor/Supplier. All such lifting tackles shall have valid test certificates. These certificates may be inspected by the Purchaser or any statutory agency from time to time.
  - The Contractor/Supplier shall be responsible for all damages to his trucks/ trailers/ cranes which may take place during the course of execution of work.
  - Supervision of erection, testing and commissioning of equipment.
  - Earthing of various electrical equipment (if any).
  - Supply of all consumables for rectification purpose like welding electrodes, PVC Tapes, grease and lubricants cotton waste etc.
  - Supply and provision of packing plates shims up to thickness 3-8 mm etc.

**Conduct all Tests as required by Project/customer to obtain Performance Guarantee Certificate.**

**1. CRANE SCHEDULE: -**

SL. NO.	CRANE	Location	Quantity
<b>PKG29A</b>			
1.	300+80/25T X 22.5 M Span	DE Bay	2 No.
2.	300+80/25T X 25 M Span	EF Bay	2 No
3.	300+80/25T X 27.5 M Span	IJ Bay	3 No
<b>PKG29A2</b>			
1.	300+80/25T X 23.75 M Span	HI Bay	2 No
3.	120+50/25T x23.5 M span	GH Bay	3No
4.	120+50Tx36M Span	AB bay	3No
5.	65+65Tx14M span	E'F Bay	2No

**5. ERECTION**

- Erection also involves assembly of equipment parts components as per approved drawings.
- During Erection, the steel work/equipment shall be securely bolted or properly fastened and when necessary, shall be temporarily braced to take care of all loads transferred to the structure during erection including those due to erection equipment and its operation.
- No permanent bolting or welding should be done until proper alignment has been made.
- Liquidation of defects shall be carried out in a manner so as to ensure stability of the equipment.

- e. The contractor shall be held responsible for the assembly of the equipment parts within the required accuracy. The dimension, of the mechanisms rectified shall be within the tolerances as specified. All materials shall be straight unless required to be of curvilinear form and shall be free from twists. All cold straightening shall be done by pressure only.
- f. As far as possible sub-assembly if any should be carried out on the ground.
- g. Instrumental checking for correctness of alignment of the Gear Box, Rope Drum etc. shall be carried out by the Contractor. The necessary instrument shall be arranged by the Contractor.
- h. Bolting at site shall be carried out with the same accuracy and care as those adopted in the shop. When parts are to be joined by bolts, these shall be tightened to the maximum limit. The threaded portion of each bolt shall project through the nut by at least one thread. Bolts shall be fitted with spring washer. Where fitted bolts are required, new bolts shall be used with holes re-reamed to the required tolerances.
- i. WELDING- All field assembly and welding shall be executed in accordance with the requirements for shop fabrication. Electrodes used for welding shall be low hydrogen type. Only qualified welders shall be employed to carry out welding process. The welding shall be uniform and free from defects like slag inclusion, blow holes porosity, cracks, under cuts etc. There shall not be over lapping or undercutting of the parent metal.
- j. Erection of the electrical and mechanical equipment shall be carried out as per approved erection instructions/documents. Proper care shall be taken so that no chance of damaged due to faulty or carelessness. The Purchaser decision shall be final regarding any damage due to wrong rectification or faulty procedure and the entire cost of replacement of the damaged part shall be borne by the Contractor.
- k. Submission of As Built Drawings after completion of the work.

## 6. INSPECTION, TESTING & COMMISSIONING

The tenderer shall conduct all tests required to ensure that the equipment furnished shall confirm to requirement of the specification and in compliance with the requirements of the applicable codes. Necessary test certificate shall be submitted.

### a. TESTS AT SITE BY ERECTION CONTRACTOR

The crane after erection of emergency disc brake system shall be tested as given below:

- i. **No Load test:**  
After completion of erection, crane and shall be tested with no load to check the performance of the crane along with associated parts.
- ii. **Performance Test:** The crane shall be tested with rated load for performance of machine with loaded condition.
- iii. **Insulation tests** and other tests mentioned shall be carried out as per the latest IS: 3177 & IS: 4137 (as applicable).

The crane shall be offered for inspection and testing during different stages of defect liquidation.

### b. ACCEPTANCE TEST:

- i. The contractor shall inform sufficiently in advance regarding readiness of acceptance tests and commissioning.
- ii. The tests shall be carries out in presence of the HEC representatives. HEC further may invite Customer's representative and consultant's representative.
- iii. After defect liquidation and associated accessories has completed, visual inspection will be jointly made by the contractor,

manufacturer (HEC) and the purchaser (BSP). The defects and shortcomings found during visual inspection shall be rectified by the contractor.

- iv. After the power supply has been connected and before the complete crane installation is put to load test, tests shall be carried out to
  - 1. The satisfactory operation of all protective devices.
  - 2. The satisfactory operation of emergency braking system of the crane.
  - 3. The compliance of the crane with the specified performance requirements
- v. When conducting acceptance tests, erector shall provide his own operator. However, the end customer shall be entitled to employ his own operator, if he so desires.
- vi. A certified copy of the test figures shall be submitted to the end customer / consultant for his approval and record before acceptance of the Crane. After acceptance of crane, 15 copies of performance reports in bound volumes shall be furnished to the end customer within four weeks.